



A HOMEOWNERS ASSOCIATION OFFERING PLAN

**SILVERTON GLENN ASSOCIATION, INC.
WYNDHAM HILL, ASHWOOD LANE AND SILVERTON GLENN
TOWN OF VICTOR, ONTARIO COUNTY, NEW YORK.**

APPROXIMATE AMOUNT OF OFFERING INCLUDED IN PURCHASE PRICE OF LOTS IN PHASE ONE: \$20,835.00 (value of common areas in Phase One)

NUMBER OF LOTS FOR SALE IN PHASE ONE: 28

APPROXIMATE AMOUNT OF OFFERING INCLUDED IN PURCHASE PRICE OF LOTS IN SUBSEQUENT PHASES: \$37,695.00 (value of common areas in Subsequent Phases)

NUMBER OF LOTS FOR SALE IN SUBSEQUENT PHASES: 65

NAME AND ADDRESS OF SPONSOR AND SELLING AGENT IS S&J MORRELL, INC., 1501 PITTSFORD VICTOR ROAD, SUITE 100, VICTOR, NY 14564 (585) 249-1330

THE DATE OF ACCEPTANCE FOR FILING IS SEPTEMBER 14, 2012.

THIS PLAN MAY NOT BE USED AFTER SEPTEMBER 13, 2013, UNLESS EXTENDED OR AMENDED.

SEE PAGE ONE FOR SPECIAL RISKS TO PURCHASERS.

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL MEMBERSHIP IN SILVERTON GLENN ASSOCIATION, INC. THE COST OF MEMBERSHIP IN SILVERTON GLENN ASSOCIATION, INC. IS INCLUDED IN THE PURCHASE PRICE OF THE TOWNHOME. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY MEMBERSHIP INTERESTS. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

TABLE OF CONTENTS

<u>PART I</u>	<u>Page</u>
SPECIAL RISKS	1
INTRODUCTION	5
DESCRIPTION OF COMMON AREAS AND FACILITIES TO BE OWNED OR MAINTAINED BY THE HOMEOWNERS ASSOCIATION.....	10
BUDGET FOR FIRST YEAR OF HOA OPERATION	12
LEASING	18
PROCEDURE TO PURCHASE	18
TERMS OF SALE	23
RIGHTS AND OBLIGATIONS OF THE SPONSOR.....	23
CONTROL BY SPONSOR	26
THE ASSOCIATION	27
OPINION OF COUNSEL.....	39
LOCAL GOVERNMENT APPROVAL.....	41
RESERVE FUND.....	41
WORKING CAPITAL FUND.....	41
MANAGEMENT AGREEMENT	41
IDENTITY OF PARTIES.....	42
REPORTS TO MEMBERS	44
DOCUMENTS ON FILE	44
GENERAL	44
 <u>PART II</u>	
CONTRACT OF SALE	46
FORM OF DEED TO HOA PROPERTY.....	67
DESCRIPTION OF PROPERTY/ENGINEER'S DESCRIPTION.....	70
DESCRIPTON OF PROPERTY/ARCHITECT'S DESCRIPTION	71
SITE PLAN	72
LOCATION MAP	73
HOUSING MERCHANT IMPLIED WARRANTY LAW.....	74
DECLARATION OF COVENANTS AND RESTRICTIONS.....	81
CERTIFICATE OF INCORPORATION OF HOA.....	115
ASSOCIATION BY-LAWS	118
ESCROW AGREEMENT	132
FORM FOR REQUESTING DISPUTE RESOLUTION BY ATTORNEY GENERAL CONCERNING DOWNPAYMENTS	139
CERTIFICATION BY SPONSOR AND PRINCIPALS.....	144
CERTIFICATION BY ENGINEER	146
CERTIFICATION BY ARCHITECT	148
CERTIFICATION BY SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET.....	150
MANAGEMENT AGREEMENT	152
LEASE FORM.....	158

**THIS OFFERING PLAN CONTAINS THE TERMS OF THE OFFER OF SALE AND
THE OBLIGATIONS OF THE SPONSOR.**

PLEASE READ IT CAREFULLY.

**THE PROPERTY YOU ARE PURCHASING IS PART OF A PRIVATE SELF-
GOVERNING SUBDIVISION WHICH MAY INITIALLY BE CONTROLLED BY THE
SPONSOR. PURCHASE OF A LOT INCLUDES AUTOMATIC MEMBERSHIP IN THE
HOMEOWNERS ASSOCIATION.**

**YOUR OBLIGATIONS AS A LOT OWNER ARE INCLUDED IN THIS PLAN. THIS
PLAN IS PREPARED AND ISSUED BY THE SPONSOR OF THIS SUBDIVISION.
THIS PLAN HAS BEEN FILED WITH THE ATTORNEY GENERAL OF THE STATE
OF NEW YORK, DEPARTMENT OF LAW, INVESTMENT PROTECTION BUREAU,
120 BROADWAY, NEW YORK, NEW YORK 10271.**

SPECIAL RISKS

1. The Sponsor intends to improve the 28 Lots known as Silverton Glenn Townhomes Phase One. Construction of Phase One commenced in the spring of 2012 and is anticipated to be completed by the fall of 2016. The Sponsor will complete the subdivision improvements (that is the dedicated streets, water service, sanitary and storm sewers) servicing any Townhome Lot prior to the sale of such Townhome Lot. However, because of a variety of circumstances, including circumstances beyond the Sponsor's control, such as the number of people willing to purchase a home in the development, the availability of financing, and the general condition of the economy, the Sponsor gives no assurance that each Lot will be improved with a dwelling, and the Lots may remain vacant for an extended period of time. The Sponsor will construct homes as purchasers enter into binding purchase agreements. In one or more subsequent phases an additional 65 Lots may be improved. The Sponsor gives no assurance that the remaining Lots in subsequent phases will be improved with a dwelling. The Sponsor reserves the right to modify the development concept of subsequent phases not previously incorporated into the Association from townhomes to detached homes or any other type of improvement permitted and approved by the Town of Victor. See the section entitled Development and Description of Common Areas, page 10, and Silverton Glenn Association, Inc. Estimate of Operating Expenses and Reserves, page 12.

2. If Purchaser fails to fulfill Purchaser's duties and obligations according to the terms of the Purchase Agreement, all deposits made by the Purchaser may be retained by the Sponsor. In addition, the Purchaser shall pay Sponsor the full cost of all extras, upgrades and change orders that were commenced or ordered prior to the date of closing. Retention of any deposit shall not limit Sponsor from commencing an action for damages or seeking any other remedies allowed in law or in equity. **If the Sponsor commences litigation to enforce its rights, and if the Sponsor is successful, Purchaser could forfeit all deposits and also be obligated to pay Sponsor an additional sum as awarded by the Court.** See Section 13 of the Purchase Agreement at page 53.

3. The Sponsor has or will be providing the Town of Victor with irrevocable Letters of Credit to secure the completion of public improvements, to wit: water mains, storm and sanitary sewers, and street, all of which will be dedicated to the Town of Victor upon their completion. The Sponsor will complete that portion of the public improvements servicing any Lot prior to the conveyance of said Lot as required by the Town of Victor. See the sections entitled Development and Description of Common Areas, page 10, and Obligations of Sponsor, page 23.

4. As defined in the Declaration, the Sponsor and all Lot Owners shall automatically be Members of the Association (see Section 3.02 of the Declaration set forth in Part II of this Plan). There shall be two (2) classes of Membership. All Owners, with the exception of the Sponsor, shall be Class A Members. The Sponsor shall be a Class B Member. Until all Lots owned by Sponsor are transferred, or until 15 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, the Sponsor's Class B Membership shall be converted into a Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote. See the section entitled Control by Sponsor, page 26.

5. The Sponsor is offering an express Limited Warranty in connection with the sale of Lots in Silverton Glenn Townhomes. The Limited Warranty is in the amount of \$100,000.00 and is extended to the first owner of the home. The Sponsor has adopted the "Residential Construction Performance Guidelines" published by the Rochester Home Builders Association. The complete terms of the Limited Warranty are set forth in Part II of this Plan as part of the form of Purchase Agreement for Individual Lots, see pages 18 and 46. The Limited Warranty complies with the requirements of the Housing Merchant Implied Warranty.

6. Water service is required for watering Townhome lawns during the June through September watering season, as may be required. Each Lot Owner will furnish water required for his lawn from his external hose bib. Personnel providing the watering service will endeavor to draw water equally from each Lot Owner's hose bib, as averaged over a sustained time period; however, no assurances can be given that the amount of water drawn from each Lot Owner's hose bib will be equal, and personnel providing watering service may utilize the water from any individual hose bib at any one time to water the lawns of other Townhome Lots. See page 28.

7. The Sponsor may transfer title to the first Lot when it has a contract of sale for the Lot. See page 6.

8. Replacement reserves have not been established for all items. Reserves have been established for roofing, asphalt sealing and resurfacing. No amount appears as replacement reserves in the initial Association common charge budget for such items as wood surfaces and entry doors, vinyl siding, vinyl-clad windows, insulated metal doors, overhead garage doors, aluminum gutters and downspouts, and masonry. The foregoing list is given as an example and not in limitation. When items require replacement, a special assessment will be necessary to fund the cost of the capital improvement. See page 13.

Provision has been made for real estate taxes on the Association Property; the tax assessor has advised the Sponsor that the assessed value of the Association Property will be nominal and reflect the limited market value of Association Property. Should there be an increased assessment of the Association Property, nominal or otherwise, the Maintenance Assessments will necessarily be increased to fund the resulting taxes. See page 13 and Budget Footnote 17 on page 16 for detailed information.

9. Insurance carried by the Association for fire and all risk building coverage does not insure the personal property or dwelling contents of individual Lot Owners. Lot Owners are advised to obtain property insurance for personal property and dwelling contents, including upgrades installed by Sponsor or any other party, as well as liability coverage for accidents occurring in and about their dwelling. See page 32.

10. Initially, the Sponsor will retain Crofton Associates, Inc. ("Crofton") to act as Managing Agent of the Association. For its services, Crofton will receive a fee of \$15.50 per Lot per month, which amount is a reasonable market rate (subject to renewal and increases in fees). In addition, Crofton will receive reimbursement for all out-of-pocket expenditures. The form of Management Agreement is set forth as an exhibit to this Offering Plan. If the Sponsor opts to renew

the Management Agreement, the Management Agreement may be binding on the Association for up to 15 years, which is the maximum period of Sponsor control. See page 41.

The Association will indemnify and defend Crofton as Managing Agent against all suits brought in connection with the Association and from liability for loss of person or property. The Association will also pay all expenses of Crofton as Managing Agent in defending against such suits. See page 41.

11. The Sponsor reserves the right to modify the development concept of subsequent phases not previously incorporated into the Association from townhomes to detached homes or any other type of improvement permitted and approved by the Town of Victor. See page 6.

12. If a Lot Owner fails to maintain his home consistent with the guidelines established by the Association, the Association may perform maintenance not performed by the Lot Owner at the Lot Owners expense, the cost of said maintenance or restoration to be assessed against the defaulting Lot Owner and shall be deemed to be a common assessment, a lien against the Lot and collectable as such. See page 8.

13. The common areas will consist of the entrance monument, driveways serving the Townhomes and open space and landscaped areas. The Sponsor reserves the right to convey the common areas to the Association prior to the completion of those improvements which could be materially and adversely affected by the completion of the improvement of Lots or could impede the improvement of such Lots. The improvements to the common areas which may be incomplete at the time of conveyance of the common areas to the Association will include such items as landscaping and the asphalt paved areas. The incomplete items will be completed by the Sponsor, but are not secured by any letter of credit or completion bond. See page 10.

14. A purchaser may purchase his home with mortgage financing, but the obligations and conditions of the commitment are the responsibility of the purchaser, and are not contingencies of the contract between the Sponsor and purchaser. Additionally, the purchaser is responsible to obtain a commitment which expires on or after the closing date set forth in the Purchase Agreement with the Sponsor. If the commitment expires before closing, it is the purchaser's obligation to have the commitment extended. See page 21.

15. No bond or other security has been posted by the Sponsor to secure the performance of its obligations set forth in this Offering Plan, except as set forth in special risk #2 at page 1. Accordingly, the Sponsor's ability to meet such obligations could depend on its financial condition at the time it is called upon to perform. See page 23.

16. An Architectural Standards Committee shall be appointed by the Board of Directors for the purpose of enforcing certain provisions of the Declaration and controlling any change in use or any additions, modifications or alterations to any improvement within the Silverton Glenn Townhomes within guidelines and/or policies established by the Board of Directors. See page 31.

17. During Sponsor control (see Special Risk number 3), the Sponsor will not exercise veto power over the expenses in the Projected Schedule of Receipts and Expenses, nor over expenses required to (1) comply with applicable law or regulation; (2) remedy and notice of violation; (3) remedy any work order issued by an insurer; or (4) ensure the health and safety of the occupants of the building, provided such maintenance action is otherwise the obligation of the Association. During Sponsor control, Sponsor may exercise veto power over expenses other than those listed above in compliance with the terms and conditions of the Declaration. See page 26.

18. The Sponsor will comply with the Escrow Trust Fund provisions establish by the Attorney General. Deposits will be held in trust by the Sponsor's attorney. The name of the account is SILVERTON GLENN ESCROW ACCOUNT, located at Manufacturers and Traders Trust Company, First Federal Plaza Office, Rochester, New York. This bank is covered by federal bank deposit insurance. The maximum amount of insurance is \$250,000.00 per account through December 31, 2013. If not extended by Congress, the maximum amount of insurance will reduce to \$100,000.00 per account. If deposits in the aggregate are in excess of then applicable maximum amount, such deposits will not be federally insured in excess of the then applicable maximum amount. See page 18.

INTRODUCTION

The purpose of this Offering Plan is to set forth all the terms of the offer of membership in the Association. The Sponsor may amend the Offering Plan from time to time by filing an amendment with the New York State Department of Law. All amendments shall be served on purchasers and Members. A copy of this Offering Plan and all exhibits delivered to the Department of Law at the time this plan was filed are available for inspection, without charge to prospective purchasers and their attorneys, at the Sponsor's office.

S&J Morrell, Inc., (hereinafter referred to as "Sponsor"), is a New York corporation, with an office and principal place of business at 1501 Pittsford Victor Road, Victor, Ontario County, New York. The Sponsor acquired fee ownership of approximately 58.8 acres of land located in Victor, Ontario County, New York, by deeds recorded in the Ontario County Clerk's Office on September 13, 2010 in Liber 1250 of Deeds, at page 318, and October 22, 2008 in Liber 1215 of Deeds, at page 480.

The Sponsor intends to develop the land as a mixed-use residential community consisting of a multi-phase single family townhome project, 24 single family patio homes and two St. John's Green Houses. The multi-phase single family townhome project is the subject of this Offering Plan and Silverton Glenn Association, Inc. ("Association"). The 24 single family patio homes and two St. John's Green Houses are not part of this Offering Plan and are not part of the Association, but are briefly discussed below to meet disclosure requirements to prospective Purchasers.

The St. John's Green Houses will be built on a 2.28± acre site in the western edge of the Silverton Glenn Subdivision, adjacent to Victor Holcomb Road NYS Rte. 444. The St. John's Green Houses will be owned and operated by St. John's Home, a Rochester nursing home and Eden home. The St. John Green Houses will provide adult day services, skilled nursing care, rehabilitation services, hospice care, and Alzheimer's Dementia care, all within the Eden philosophy. The Sponsor has no ownership interest in St. John's Home.

The 24 single family patio homes are located along the southern portion of the Silverton Glenn Subdivision. The patio homes are owned by the Sponsor, and are being developed and sold as market conditions support and permit. The owners of the patio homes, and their guests and invitees, will have a pedestrian access easement over the walking trails of the Association to access the existing Auburn Trail north of the development and owned and maintained by the Village of Victor. The owners of the patio homes will not be members of the Association.

The current concept plan for the Silverton Glenn Townhomes provides for 93 townhome building lots in multiple phases, together with open space. The townhome building lots are offered in connection with Silverton Glenn Association, Inc. This offering plan is for Silverton Glenn Association, Inc. (herein before and herein after "Association"). The property is referred to in this Offering Plan as "Silverton Glenn." The property comprising Silverton Glenn Townhomes is bounded on the north by the Auburn Trail and existing mixed use retail and residential, on the east and south by existing residential homes, and the west by Ganondagan State Historic Site. The immediate area surrounding Silverton Glenn is devoted to residential, retail and park lands. Silverton Glenn is located

in the southern portion of the Town of Victor, and is within 5± miles of Ontario County's major retail area, Eastview Mall and surrounding retail outlets.

The Sponsor plans to improve Phase One of Silverton Glenn with 28 single family Townhomes on separate Lots. The Sponsor gives no assurance that the remaining Lots in subsequent phases will be improved with a dwelling. The Sponsor reserves the right to modify the development concept from townhomes to detached homes or any other type of improvement permitted and approved by the Town of Victor. A "Townhome" shall mean and refer to a residential dwelling constructed upon a given Lot and attached to at least one other Townhome by means of a party wall. A "Lot" shall mean and refer to any portion of Silverton Glenn identified as a separate parcel on the tax records of the municipality, or shown as a separate lot upon any recorded or filed subdivision map. Purchasers of Lots within Silverton Glenn are purchasing the Lot and the improvement constructed on it. The Townhomes shall be commonly referred to and known as "Silverton Glenn Townhomes". All areas of Silverton Glenn not contained within the perimeter of the building lots will be common areas and conveyed to the Association prior to the sale of the first Lot in the Phase. The common area to be owned by the Association in Phase One consists of 13.89± acres of open space. The common area to be owned by the Association upon completion of all phases will total 35± acres. The streets known as Wyndham Hill, Ashwood Lane, and Silverton Glenn will be dedicated rights of way owned and maintained by the Town of Victor.

Regarding parking, in addition to the attached garage for each Townhome, each Townhome will have a driveway approximately 16 feet wide for additional parking. No additional parking is located within the common area. If additional parking is required in the future, subject to Town approval, it will be located along the rights of way. See the Site Plan on page 69.

The Sponsor may transfer title to the first Lot when it has a contract of sale for the Lot.

All Owners of Lots at Silverton Glenn Townhomes, as defined in a certain Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (hereinafter referred to as the "Declaration"), to be recorded in the Ontario County Clerk's Office prior to the transfer of title to the first Lot, automatically become Members in the Association, which has been formed for the purpose of insuring the efficient preservation of the values and amenities of Silverton Glenn Townhomes. (See a copy of the Certificate of Incorporation of the Association set forth in Part II of this Plan). The Members' obligation to become Members is set forth in the form of Purchase Agreement set forth in Part II of this Plan, which refers to the Declaration governing the use and ownership of land within Silverton Glenn Townhomes. The complete text of the Declaration is set forth in Part II of this Plan. The By-Laws of the Association are set forth in Part II of this Plan.

The purchase price of a Lot in Silverton Glenn Townhomes includes the Townhome constructed on it, the exclusive right to use the improvements, walk and driveway associated with the Townhome, and the cost of the Association property. Purchasers are advised that purchase prices are set by the Sponsor and are not subject to review or approval by the New York State Department of Law or any other governmental agency.

As defined in the Declaration, the Sponsor and all Lot Owners shall automatically be Members of the Association (see Section 3.02 of the Declaration set forth in Part II of this Plan). There shall be two (2) classes of Membership. All Owners, with the exception of the Sponsor, shall be Class A Members. The Sponsor shall be a Class B Member. Until all Lots owned by Sponsor, including any and all additional lots which may be brought within the scheme of the Declaration pursuant to Sponsor's right under Article II of the Declaration, are transferred, or until 15 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, the Sponsor's Class B Membership shall be converted into a Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote. See the section entitled Silverton Glenn Association, Inc., Membership and Voting Rights. At the first annual meeting following the conversion of Sponsor's Class B Membership to a Class A Membership, the Members shall elect a new Board of Directors unrelated to the Sponsor.

Upon the Sponsor relinquishing control, Members of the Association will have the right to vote annually for the Board of Directors who will conduct the affairs of the Association. Members will pay monthly maintenance and utility charges to the Association for:

1. The operation and maintenance of the Association property.
2. With respect to the Townhomes, including garages, the Association shall repair and replace the exterior siding, gutters, downspouts and roofs. The Association shall paint the exterior wood surfaces of trim, windows and doors. The Association shall not repair or replace windows, skylights, window panes, doors, garage doors, storm doors, decks, or maintain, repair or replace porches, stone pavers or stoops, patios or concrete walks. Exterior items that are vinyl coated and require no or low level maintenance will be maintained in accordance with manufacturers' recommendations. The Association shall not be responsible for the removal of snow from roofs.
3. Fire and casualty insurance covering the Townhomes, Association property, if appropriate, and liability insurance for the Association.
4. The creation of such reserves for contingencies as the Board of Directors may deem proper.
5. Maintenance, including repair and replacement, as necessary, of the common properties of the Association, including the driveways, entrance monuments, walks, and those portions of sewer, water, and utility laterals servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality or other entity, and landscaping as installed by Sponsor.
6. Plowing of snow from the paved areas. The Lot Owner shall be responsible for shoveling of snow from walks. The Association shall not be responsible for ice control or removal. The Lot Owner may take steps to control or remove ice, but may not use salt or any other corrosive material or chemical that may harm or degrade the walk over time.
7. Maintenance of landscaping and lawns within Silverton Glenn originally installed by Sponsor.

See page 30 for further discussion of Maintenance by the Association.

Except as set forth above, individual Lot Owners are responsible for the interior and exterior maintenance of their Townhomes. They may decorate their dwellings as they desire, subject only to such rules and regulations regarding the exterior appearance of the dwellings as may be promulgated from time to time by the Association's Architectural Committee (see Section 7.08 of the Declaration set forth in Part II of this Plan). No Lot Owner shall alter or change the exterior color of the improvements on his Lot without the prior written consent of the Association. The Association may perform maintenance not performed by the Lot Owner at the Lot Owners expense, the cost of said maintenance or restoration to be assessed against the defaulting Lot Owner and shall be deemed to be a common assessment, a lien against the Lot and collectable as such.

Lot Owners may improve their deck or patio area with the Sponsor's written consent, upon uniform standards consistently applied, but not be unreasonably withheld, and thereafter when the Sponsor is no longer in control of the Association, the Association's consent. The specific area of the improvement, and the nature of the improvement and the materials used shall all be reviewed and approved before construction begins. The improvements shall not be attached to an adjoining Lot Owner's property, and the adjoining Lot Owner and Association shall not be obstructed from performing repairs and maintenance on the adjoining Townhome. The Lot Owner shall maintain the improvements in a clean and good condition, employing a high and proper standard, and in a manner equal to the maintenance standards of the Association. Upon the Lot Owner's failure to maintain, the Association may maintain the area or remove the improvement and restore the area to its original condition at the defaulting Lot Owner's expense, the cost of said maintenance or restoration to be assessed against the defaulting Lot Owner and shall be deemed to be a common assessment, a lien against the Lot and collectable as such.

Owners of Lots, excluding the Sponsor, are responsible for the payment of monthly maintenance assessments to the Association. The estimated charges for the first year that Silverton Glenn Townhomes Phase One is completed and operating are set forth immediately following this Section. A certification by an expert concerning the adequacy of such charges is set forth in Part II of this Plan. The Association may place a lien on Lots for unpaid maintenance assessments. This could result in foreclosure. At the time they purchase their Lot, purchasers are advised to obtain a certificate from the Association (see Section 5.10 of Declaration set forth in Part II of this Plan) certifying to the status of payment of assessments. The maintenance assessments on Lots owned by the Sponsor shall be in an amount equal to the difference between the actual Association expenses, exclusive of reserves applicable for completed improvements, and the Association charges levied on Owners who have closed title to their Lots. For those Lots owned by the Sponsor upon which a home has been completed, the Sponsor shall pay for reserves from and after the issuance of Certificate of Occupancy. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on each unsold Lot. See Article V of the Declaration set forth in Part II of this Plan.

The Ontario County Sheriff Department will provide police protection. The Town of Victor volunteers will provide fire protection. The Town of Victor Water Department (with an address of 65

Rawson Road, Victor, New York) will provide water service. The Town of Victor Department of Public Works will provide sanitary sewer service. Storm sewers will drain to laterals dedicated to the Town of Victor. Rochester Gas and Electric Company will provide electricity and gas. The cost of police and fire protection, sewer services and maintenance of dedicated improvements will be included in the Lot Owners real property tax. Electric, gas and water usage and pure waters service will be separately billed on the basis of consumption. Snow removal from paved areas and maintenance services are provided by the Association as discussed on the preceding page.

Owners of Lots may sell or mortgage their Lots to anyone without restriction. Each Lot is separate and not subject to mortgages of other Lots. Owners of Lots in Silverton Glenn Townhomes should be aware that, if they resell their Lot, those who purchase from them will automatically become Members of the Association, assuming all rights and obligations (see Section 3.02 of the Declaration set forth in Part II of this Plan).

Owners of Lots may lease their Lots to anyone without restriction. An investor purchaser of Lots for lease and subsequent resale, rather than occupancy, is required to register pursuant to General Business Law §352-e and to provide prospective purchasers with the Offering Plan and all amendments.

The Offering Plan as presented contains all of the detailed terms of the transaction as it relates to the Association. Copies of the Offering Plan and all Exhibits submitted to the Office of the Attorney General will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys at the property site whenever the on-site sales office is open and at the office of the Sponsor during normal business hours.

THE PURCHASE OF A HOME ASSOCIATED WITH MANDATORY MEMBERSHIP IN A HOMEOWNERS ASSOCIATION HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A CONTRACT OF SALE.

**DEVELOPMENT AND DESCRIPTION OF
SILVERTON GLENN TOWNHOMES COMMON AREAS**

The Sponsor plans to improve 28 Lots to be known as Phase One of Silverton Glenn Townhomes. In one or more subsequent phases an additional 65 Lots may be improved. Silverton Glenn Townhomes consists of landscaped and forever wild areas to be owned by the Association, and the townhome dwellings to be owned by individual purchasers. Other than an entrance monument and driveways serving Townhomes, the common area is not improved by any structure or building. Construction on Silverton Glenn Townhomes Phase One commenced in the spring of 2012 and is anticipated to be completed by the fall of 2016. A site plan showing the details of the proposed development is set forth in Part II of this Plan. The Sponsor will complete the subdivision improvements, that is the dedicated rights of way, water service, storm and sanitary sewers, however, because of a variety of circumstances, including circumstances beyond the Sponsor's control, such as market acceptance of the development, the availability of financing, and the general condition of the economy, the Sponsor gives no assurance that each Lot will be improved with a dwelling. The Sponsor will construct homes as purchasers enter into binding purchase agreements, and the Lots may remain vacant for an extended period of time. The Sponsor has not established a fixed or predetermined timetable. The Sponsor reserves the right to modify the development concept form townhomes to detached homes or any other type of improvement permitted and approved by the Town of Victor.

In addition to the attached garage for each Townhome, each Townhome will have a driveway approximately 16 feet wide for additional parking. No additional parking is located within the common area. If additional parking is required in the future, subject to Town approval, it will be located along the rights of way.

The construction time table for the completion of the first Townhome is estimated to be January, 2013, the remaining townhomes within Phase One will be completed as contracts for sale are entered into. The Sponsor does not intend, but may in its sole discretion, to complete townhomes on speculation or without contracts of sale with purchasers. Assuming normal demand by prospective purchasers, the Sponsor anticipates being done with Phase One of the development in 2016. However, no guarantee can be made by the Sponsor.

All areas in Phase One which are not contained within the perimeter of a Subdivision Lot will be known as common areas, and will be conveyed to the Association prior to the closing of title to the first Lot. The common areas will consist of the entrance monument, driveways serving the Townhomes, and open space and landscaped areas. The Sponsor reserves the right to convey the common areas to the Association prior to the completion of those improvements which could be materially and adversely affected by the completion of the improvement of Lots or could impede the improvement of such Lots. The improvements to the common areas which may be incomplete at the time of conveyance of the common areas to the Association will include such items as the landscaping and the asphalt paved areas. The incomplete items will be completed by the Sponsor, but are not secured by any letter of credit or completion bond.

The streets known as Wyndham Hill, Ashwood Lane and Silverton Glenn, and the sanitary and storm drainage sewers located within the rights-of-way, will be dedicated to and owned and maintained by the Town of Victor. Wyndham Hill, Ashwood Lane and Silverton Glenn and the sanitary and storm drainage sewers will be constructed in accordance with plans and specifications required by the Town of Victor. Lot Owners will have access to these streets directly from their individual driveways or from the common access drive. The water mains, hydrants, valves, and all other appurtenances within the right-of-way or dedicated easement shall be owned and maintained by the Town of Victor Water Department. Water mains will be constructed in accordance with plans and specifications required by the Town of Victor Water Department.

At the time of its conveyance to the Association, the common property will be free and clear of all liens and encumbrances, except:

1. Those created by or pursuant to the Declaration,
2. Easements and rights of way granted to governmental authorities for drainage, sewers, and other municipal purposes,
3. Public utility easements,
4. Sewer, drainage or utility easements which may be granted in the future.

The Sponsor will provide and pay for a title insurance policy to cover the common property conveyed to the Association. The policy will be in the amount of the offering.

The Sponsor will construct all improvements in accordance with the Town Zoning and Building Ordinances.

The rest of this page is intentionally left blank.

**ESTIMATE OF OPERATING EXPENSES AND RESERVES
FOR THE FIRST YEAR OF OPERATION COMMENCING
APPROXIMATELY JANUARY 1, 2013**

This estimate is prepared as of January 1, 2013, which date is a reasonable projection of when the first closing is to occur. This estimate of operating expenses and reserves has been made by the Sponsor and is based upon quotations obtained by Sponsor. This estimate cannot be construed as an assurance of actual expenses and is based merely upon information available to the Sponsor at the time of preparation.

Provision has been made for real estate taxes on the Association Property; the tax assessor has advised the Sponsor that the assessed value of the Association Property will be nominal and reflect the limited market value of Association Property. See Budget Footnote 17 on page 16. Should there be an increased assessment of the Association Property, nominal or otherwise, the Maintenance Assessments will necessarily be increased to fund the resulting taxes.

These operating expenses are based upon the cost of operating Phase One of the project with 28 Lots transferred to third party purchasers. Each Lot transferred by the Sponsor is assessed 1/28th of the total costs of operations. To afford Lot Owners an estimate of operating expenses for all phases improved as a townhome community, the Sponsor also has provided an estimate of operating expenses and reserves with 93 Lots transferred to third party purchasers. Each Lot transferred by the Sponsor is assessed 1/93rd of the total costs of operations.

The maintenance assessments on Lots owned by the Sponsor shall be in an amount equal to the difference between the actual Association expenses, exclusive of reserves applicable for completed improvements, and the Association charges levied on Owners who have closed title to their Lots. For those Lots owned by the Sponsor upon which a home has been completed, the Sponsor shall pay for reserves from and after the issuance of Certificate of Occupancy. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on each unsold Lot. See Article V of the Declaration set forth in Part II of this Plan.

Assessments will be assessed yearly and payable monthly. Assessments will commence on the first day of the month immediately following the sale of the first Lot, or at such other time as the Sponsor shall determine. Assessments will be prorated and adjusted in the month of sale.

If the projected commencement date of the budget year for the projected schedule of receipts and expenses differs by six (6) months or more from the anticipated date of closing of the first home or Lot, this Offering Plan will be amended to include a revised budget disclosing current projections. The amendment will be completed prior to closing the first home or Lot. If the amended projections exceed the original projections by 25% or more, the Sponsor will offer all purchasers the right, for a reasonable period of time, to rescind their offer to purchase and to have their deposits refunded with interest, if any. The Sponsor's guarantee of the budget in this Offering Plan will not avoid an offer of rescission.

**Silverton Glenn Townhomes Phase One and Complete Development
Projected Schedule of Receipts and Expenses
for First Year of Operations Commencing January 1, 2013**

	Phase I (28 Units)	Full Project (93 Units)	Notes
<u>PROJECTED INCOME</u>			
MAINTENANCE CHARGES			
\$ / unit / month based on 28 units	155.00		1
\$ / unit / month based on 93 units	_____	<u>145.00</u>	2
Total	\$52,080.00	\$161,820.00	
<u>PROJECTED EXPENSES</u>			
ADMINISTRATIVE			
Legal	\$250.00	\$250.00	3
Audit	1,100.00	1,100.00	4
Office Exp.	800.00	2,000.00	5
Insurance	8,010.00	24,858.00	6
Management	5,208.00	17,298.00	7
CONTRACTED SERVICES			
Landscape/Grounds	11,829.00	33,322.00	8
Snow Removal	5,212.00	17,809.00	9
Refuse	2,691.00	8,938.00	10
Lawn/Pest Control	3,105.00	8,265.00	11
Water	.00	.00	12
Electric	.00	.00	13
REPAIRS AND MAINTENANCE			
Buildings	1,000.00	3,000.00	14
Grounds			15
Supplies			16
TAXES			
Property Taxes	507.00	1,300.00	17
Federal/State Income Taxes	50.00	100.00	18
RESERVE FUND			
Blacktop	2,185.00	8,628.00	19
Roofing	9,240.00	30,690.00	20
Siding/Gutters/Trim	.00	.00	21
Painting	.00	.00	22
Entrance Sign	.00	.00	23
	_____	_____	
Total	51,187.00	157,828.00	

Footnotes to Projected Budget

1. The Sponsor has made this estimate of operating income and expense. This estimate is based upon the first twelve (12) months of operation of the Association commencing on or about January 1, 2013. This estimate is based on Phase I consisting of 28 units. The project will be constructed in four phases, but will not exceed a total of 93 units. The estimate cannot be construed as an assurance of final expenses, and it is based on information available at the time. This estimate is prepared as of January 1, 2013 which date is a reasonable projection of when the first closing is to occur.

2. The Sponsor has made this estimate of operating income and expense. This estimate is based upon the first twelve (12) months of operation of the Association commencing on or about January 1, 2013. The project will be constructed in four phases, but will not exceed a total of 93 units. This estimate is provided to afford prospective purchasers with operating income and expense for the project upon completion of the 93 units. The estimate cannot be construed as an assurance of final expenses, and it is based on information available at the time. This estimate is prepared as of January 1, 2013, which date is a reasonable projection of when the first closing is to occur.

3. Routine legal expenses are for occasional advice and for the annual audit certification letter by retained Association counsel. It is assumed that any collection fees expensed for delinquent accounts will be passed on to the unit owner per the Declaration and therefore will be reimbursed to the Association. This estimate is provided by Louis D'Amato, Esq. of Woods Oviatt Gilman LLP, 700 Crossroads Building, 2 State Street, Rochester, New York 14614 (585)987-2800.

4. Audit fees for annual audit as projected by Boychuk & Company, C.P.A.'s (Michael Boychuk) with an address of 11 Marsh Road, Pittsford, New York 14534. Fee includes the full audit, published audit statements to the Board of Directors, Owners, and preparation of all tax returns.

5. Office expenses include postage, copies, printing, payment cards or coupons, envelopes, supplies, long distance phone. This estimate is provided by Crofton Associates, Inc., 111 Marsh Road, Pittsford, New York, 14534, (585) 248-3840.

6. Insurance is based on estimates by First Niagara Risk Management with an address of 777 Canal View Boulevard, Suite 100, Rochester, New York 14623. Included is a blanket building limit of \$4,480,000 for Phase I, 8 buildings with a total of 28 units. The blanket building limit for the entire project is quoted at \$19,280,000, 26 buildings with a total of 93 units. A property deductible of \$1000, Non-Owned/Hired Auto Liability, Broadened General Liability endorsement, Employee Dishonesty coverage for \$240,000 over the \$10,000 included in the Crime Expanded Coverage endorsement. The annual premium estimated for this exposure is as follows:

Estimate of Values & Premium	Phase I	Full Project
------------------------------	---------	--------------

Annual Estimated Premium with Cincinnati: \$8,010 \$24,858

Coverage Provided:

Building	\$4,480,000	\$19,280,000
Liability per Occurrence	\$1,000,000	\$1,000,000
Liability Aggregate	\$2,000,000	\$2,000,000
Non-Owned/Hired Auto	\$1,000,000	\$1,000,000
Directors & Officers Liability	\$1,000,000	\$1,000,000
Employee Dishonesty	\$250,000	\$250,000
Property Expanded Coverage Plus	Included	Included
Crime Expanded Coverage	Included	Included
Broadened General Liability Endorsement	Included	Included

Coverage would be 100% Co-Insurance, Replacement Cost, Agreed Value, Special Form Perils, and Ice Damming Deductible would be \$1,000 per unit.

The insurance provides that:

- a. Each homeowner is an additional insured party;
- b. There will be no cancellation without notice to the Board of Directors;
- c. A waiver of subrogation is included;
- d. A waiver of invalidity due to acts of the insured and homeowners, and
- e. A waiver of pro-rata reduction if homeowners obtain additional coverage.

Homeowners are reminded to obtain additional insurance, at their own expense, to cover fire and casualty losses to contents of the home, and liability coverage for accidents occurring within their home.

7. Management fees are based on \$15.50/per unit per month. This quote is provided by Crofton Associates, Inc., 111 Marsh Road, Pittsford, New York, 14534, (585) 248-3840. This includes all accounting services including collection of monthly fees, paying all bills, annual budget preparation, attendance at monthly meetings, site inspections, fund management and periodic reserve fund studies, site supervision of contracted work, drafting maintenance bid specifications and bid procurement, delinquent account monitoring and collections, annual management letter, rules enforcement, provide professional advice guiding and reporting to a volunteer Board of Directors. (refer to the management contract).

8. This is based on a bid from Property Care, 68 O'Connor Road, Fairport, New York 14450, (585) 750-1616. Services include weekly mowing and trimming, shrub pruning two times per year, weeding and planting bed maintenance including mulch and spring and fall clean-up.

9. Snow removal seasonal contract for the driveways and private roads servicing the townhomes. The estimate is for plowing at 3 inches of snowfall. Estimate is provided by Property Care, 68 O'Connor Road, Fairport, New York 14450, (585) 750-1616.

10. Refuse is quoted by Suburban Disposal Corporation, 22 Turner Drive, Spencerport, New York 14559, (585) 352-3900. Service is quoted for weekly pick-up of refuse and the recycling blue box at 93 units. The estimate includes 93 wheeled refuse totes with secure lid for each residence. Cost is \$7.45 per unit per month.
11. Chemical applications for lawn fertilization are quoted by One Step Tree and Lawncare, 4345 Buffalo Road, North Chili, New York 14514 (585)594-1095. Services provided include three applications of fertilizer and weed control.
12. Water is provided to each townhouse by individual metering by the Town of Victor, New York. Owners are directly billed a quarterly fee. The Association may occasionally water plants, trees and lawn areas around residences for maintenance purposes and does not deem the consumption significant to necessitate reimbursement.
13. Electric is individually metered and provided by Rochester Gas and Electric Corp., 89 East Avenue, Rochester, New York 14649. Owners are directly billed monthly. There are streetlights planned for the community and these will be included in a special lighting district along Road, and maintained by the public utility. No Association expense is budgeted.
14. Buildings maintenance is a category for routine repairs that is projected by Crofton Associates, Inc., 111 Marsh Road, Pittsford, New York, 14534 (585) 248-3840. The useful life of vinyl siding, brick fascia accents, aluminum gutters, aluminum and vinyl trim/fascia is 50 years and no projections are anticipated at this time for replacement. Routine maintenance is covered in the operation portion of the budget. Notwithstanding the above, in coming years common charges may be increased to cover these items.
15. Grounds maintenance includes occasional driveway repairs, storm clean-up of tree debris, maintenance of common area, occasional plant replacement, and so on based on the experience of Crofton Associates, Inc., 111 Marsh Road, Pittsford, New York, 14534 (585) 248-3840.
16. Supplies are for materials not supplied by other contractors and used by day workers in completing outside maintenance and repairs. This estimate is provided by Crofton Associates, Inc., 111 Marsh Road, Pittsford, New York, 14534 (585) 248-3840.
17. Estimates of School, State, Town, County taxes on vacant parcels of common areas of the Association as noted on the site plans. This information is based on the nominal estimated assessed value of \$1,500 per acre and a tax rate of \$24.32 per \$1000 of assessment provided by the Victor Town Assessor.
18. Estimate of taxes to be paid by a not-for-profit corporation.
19. Blacktop surfaces are comprised of the driveway and two private roads on the property. Probably the blacktop surfaces should be re-sealed. Magic Seal, LLC of 2 North Shore Drive, Hilton, New York 14468, (585)581-2153 has provided a quote of \$1,733.76 for Phase I and

\$7,208.52 for the entire project. The quote includes 7.5% sales tax. Funds to be set aside for reserves would be 1/3 of these amounts annually or \$577.92 and \$2,402.84 respectively.

It is anticipated the blacktop will require resurfacing after 20 years. R.J. Christ of 96 Underwood Avenue, Hilton, New York 14468, (585)392-2687 has provided a quote. The cost to resurface Phase I would be \$32,340; the entire project \$124,500. The amount to be placed in reserve for wear should be 1/20 of these amounts or \$577.92 and \$2,402.84 respectively.

Therefore, the annual contribution to the Maintenance Reserve Fund would be as follows:

	<u>Phase I</u>	<u>Full Project</u>
Sealing	\$578	\$2,403
Resurfacing	<u>\$1,617</u>	<u>\$6,225</u>
	\$2,185	\$8,628

20. The developer is installing CertainTeed shingles with a 30 year warranty. Graves Brothers Home Improvement Co., of 755 North Winton Road, Rochester, New York 14609, (585)288-3390 has provided a quote for replacement of shingles including a tear-off of the old shingles and replacement with similar architectural style.

Shingles:	2 unit townhouse building	\$19,800
	3 unit townhouse building	\$29,700
	4 unit townhouse building	\$39,600

Therefore,

	<u>Phase I</u>	<u>Full Project</u>
1 @ 2 unit x 19,800 =	\$19,800	5 @ 2 unit x \$19,800 = \$99,000
2 @ 3 unit x \$29,700 =	\$59,400	5 @ 3 unit x \$29,700 = \$148,500
5 @ 4 unit x \$39,600 =	<u>\$198,000</u>	17 @ 4 unit x \$39,600 = <u>\$673,200</u>
	\$277,200	\$920,700

Divided by 30 Years = \$9,200/year

Divided by 30 Years = \$30,690

21. The useful life of vinyl siding, brick fascia accents, aluminum gutters, aluminum and vinyl trim/fascia is 30 plus years and no projections are anticipated at this time for replacement. Routine maintenance is covered in the operations portion of the budget. Notwithstanding the above, in coming years common charges may be increased to cover these items.

22. Painting trim materials not wrapped in aluminum and front doors is not projected in the reserves. In coming years common charges may be increased to cover these items.

23. Entrance signage will require minimal maintenance and is not projected in the reserves. In coming years common charges may be increased to cover these items.

LEASING

The Sponsor and any Lot Owner may lease any Townhome upon terms and conditions they feel appropriate. The Sponsor does not intend to lease Townhomes since Townhomes will be built as contracts are obtained. However, Sponsor will construct model Townhomes and complete Townhome buildings and it is possible that a Townhome will be leased prior to sale to an Owner occupant. The Sponsor agrees that any sale of a townhome unit will be made free of any rights of prior tenants, and that the prior lease of the unit will be terminated in accordance with its terms prior to the transfer of title. The Sponsor does not intend to enter into "interim leases" or to enter into leases with options to purchase. For reference purposes, the Sponsor's form of one year Lease is attached as an exhibit in Part II of this Offering Plan.

If Sponsor leases a Townhome to a purchaser under a purchase agreement, the lease and purchase agreement will provide that an uncured default under the purchase agreement is a default under the lease, and an uncured default under the lease is a default under the purchase agreement. Before the Sponsor may utilize the default under the lease to declare a default under the purchase agreement, the Sponsor shall first obtain either an order of eviction or other judgment or order from a court of competent jurisdiction against the tenant, unless the tenant has vacated the Townhome. The lease and purchase agreement will provide that tenant has to vacate the Townhome within seven days after default under the purchase agreement or recession of the purchase agreement by tenant.

PROCEDURE TO PURCHASE AND TRUST FUND PROVISIONS

The form of the Purchase Agreement for Lots is set forth in Part II of this Plan. An executed Purchase Agreement and good faith deposit check, made payable to Silverton Glenn Escrow Account shall be delivered to the Sponsor for consideration.

The Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto, and all funds paid by purchasers shall be handled in accordance with such statutes and regulations.

Any provision of any contract or agreement, whether oral or in writing, by which a purchaser purports to waive or indemnify any obligation of the escrow agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Offering Plan or in a purchase agreement. Purchasers shall not be obligated to pay any legal or other expense of the Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

All deposits, down payments, or advances made by purchasers prior to closing of each individual transaction, whether received before or after the date of consummation of the plan, will be placed, within five business days after the agreement is signed by all necessary parties and a deposit check has been delivered by purchaser, in a segregated special escrow account of Lacy Katzen LLP, as attorneys, the Escrow Agent, whose address is 130 E. Main Street, Rochester, New York 14614, and

whose telephone # is (585) 324-5714. The signatory on this account authorized to withdraw funds is Daniel S. Bryson and/or Robert M. Vigdor, Esqs.

The name of the account is SILVERTON GLENN ESCROW ACCOUNT, located in Manufacturers and Traders Trust Company, First Federal Plaza Office, Rochester, New York 14614. This bank is covered by federal bank deposit insurance. The maximum amount of insurance is \$250,000.00 per account through December 31, 2013. If not extended by Congress, the maximum amount of insurance will reduce to \$100,000.00 per account. If deposits in the aggregate are in excess of then applicable maximum amount, such deposits will not be federally insured in excess of the then applicable maximum amount.

The Sponsor will bear any administrative cost for maintenance of the escrow account.

The account will be an Interest-On-Lawyer's-Account ("IOLA") pursuant to Judiciary Law Section 497. Interest earned will not be the property of the purchaser, Sponsor or escrow agent, but rather will be paid to the New York State IOLA Fund.

All instruments shall be made payable to or endorsed to the order of Silverton Glenn Escrow Account.

Within ten business days after tender of the deposit submitted with the purchase agreement, the Escrow Agent will notify the purchaser that such funds have been deposited into the escrow account and will provide the account number. If the purchaser does not receive notice of such deposit within fifteen business days after tender of the deposit, the purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within ninety days after tender of the deposit. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited and requisite notice was timely mailed to the purchaser in conformity with the Attorney General's regulations.

Before funds are transferred to a new escrow account, or the escrow agent is replaced, the Offering Plan shall be amended to provide the same full disclosure with respect to the new account, the escrow agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted only after the Office of the Attorney General approves in writing of the alternate form of security.

The Escrow Agent will hold funds in escrow until otherwise directed in:

1. A writing signed by both Sponsor and purchaser;
2. A determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or
3. A judgment or order of a court of competent jurisdiction.

If there is no written agreement between the parties to release the escrowed funds, the Escrow Agent will not pay the funds to the Sponsor until the Escrow Agent has given the purchaser written notice of not fewer than ten business days. Thereafter, the funds may be paid to the Sponsor unless the

purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General regulations and has so notified the Escrow Agent in accordance with such provision, or has notified the Sponsor of purchaser's objection to the Sponsor's retention of the down payment.

Under no circumstances shall the Sponsor apply for release of the escrowed funds of a defaulting purchaser until after consummation of the plan. Consummation of the plan shall not relieve the Sponsor of its obligations pursuant to General Business Law Section 352-h.

The Sponsor will not object to the release of the escrowed funds to a purchaser who timely rescinds in accordance with an offer of rescission contained in the plan or an amendment to the plan; or to all purchasers after an amendment abandoning the plan is accepted for filing by the Dept. of Law.

Purchasers and the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the down payment. The Sponsor must avail itself of the procedure if there is a dispute which needs to be resolved. A form for this purpose is set forth in Part II of this Plan. The party applying for a determination must send all other parties a copy of the application.

Pending the determination of the Attorney General to grant or deny the application, the Sponsor, the purchaser, and the Escrow Agent shall abide by an interim directive issued by the Attorney General.

If the application permitting release of funds is granted, the deposit and any interest earned thereon shall be disposed of in accordance with the determination of the Attorney General, subject to any court action in which preliminary relief is granted. The Attorney General shall act upon the application within 30 days after submission to the office of the Attorney General, by either making a determination or notifying the parties that an extension of time in which to do so is necessary for stated reasons. If the application seeking release of funds is denied, the escrow agent shall continue to hold the deposit and any interest earned thereon until:

1. Sponsor and purchaser direct payment to a specified party in accordance with a written direction signed by both the Sponsor and purchaser;
2. a judgment or order of a court of competent jurisdiction is served on the escrow agent;
or
3. the escrow agent deposits the disputed amount into court.

In no event shall the escrow agent release funds in dispute, other than payment of such funds into court, until such dispute is finally resolved either by determination of the Attorney General, by order or judgment of a court of competent jurisdiction, or by written agreement of the Sponsor and the purchaser.

Set forth in Part II of this Plan is a copy of the Escrow Agreement which incorporates the terms of the Attorney General's regulations. Copies of the forms provided by the bank for opening the escrow account and the Escrow Agreement are included as Exhibit B-21 of the materials submitted to

the New York State Department of Law. Upon opening the account, a copy of the Escrow Agreement as executed and a copy of the bank forms as executed will be submitted to the New York State Department of Law as supplements to Exhibit B-21 of the materials submitted to the New York State Department of Law.

The Escrow Agent will maintain all records concerning the escrow funds for seven years after the release of funds. The Office of the Attorney General may perform random reviews and audits of any records involving escrow accounts to determine compliance with the statute and regulations.

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each purchaser pursuant to General Business Law Section 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction to the purchaser. Consummation of the plan does not relieve the Sponsor of its obligations pursuant to General Business Law 352-h. Funds from the escrow account remain the property of the purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the Escrow Agent upon any bankruptcy, incapacity or death.

In addition to the above requirements of the Attorney General, under Section 71-a(3) of the New York State Lien Law YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.

Purchasers shall be afforded not less than three (3) business days to review the Offering Plan and all filed amendments prior to executing a purchase agreement. By executing a purchase agreement, purchase represents that he has had not less than three (3) business days to review the documentation. This representation may not be removed from the purchase agreement.

A purchaser may purchase his home with mortgage financing, but the obligations and conditions of the commitment are the responsibility of the purchaser, and are not contingencies of the contract between the Sponsor and purchaser. Additionally, the purchaser is responsible to obtain a commitment which expires on or after the closing date set forth in the Purchase Agreement with the Sponsor. If the commitment expires before closing, it is the purchaser's obligation to have the commitment extended.

The Sponsor shall make a written demand for payment after default at least 30 days before forfeiture of the deposit may be declared.

The Purchase Agreement provides that the Sponsor will accept the offer to purchase within a specified number of days as determined by the purchaser. If the Sponsor does not accept the purchase offer within the time period specified by the purchaser, then no contract is formed and the purchaser's deposit will be returned.

Purchase Agreements are not assignable without the prior written consent of the Sponsor. If consent is given, it may be conditioned upon the original purchaser remaining fully responsible to perform the financial obligations of the purchaser under the Purchase Agreement.

If Purchaser fails to fulfill Purchaser's duties and obligations according to the terms of the Purchase Agreement, all deposits made by the Purchaser may be retained by the Sponsor. In addition to which the Purchaser shall pay Sponsor the full cost of all extras, upgrades and change orders that were commenced or ordered prior to the date of closing. Retention of any deposit shall not limit Sponsor from commencing an action for damages or seeking any other remedies allowed in law or in equity. See Section 13 of the Purchase Agreement at page 53.

The Sponsor anticipates the first Lot closing to occur on or about January 1, 2013. If a date set for closing is delayed 12 months or longer, the purchaser shall be offered rescission in accordance with the requirements of the Attorney General.

Prior to transfer of title, the Sponsor retains the risk of loss from fire or other casualty, unless and until the purchaser takes actual possession of the home pursuant to a possession agreement with the Sponsor. Purchasers should obtain insurance coverage for personal property prior to taking possession of the home to protect themselves from loss due to fire or other casualty. In the event of a loss prior to purchaser taking possession, the Sponsor will (i) notify purchaser within 30 days whether or not Sponsor will repair and restore the home, (ii) the home will be restored as promptly as possible and to substantially the same condition prior to the casualty. If the Sponsor elects not to repair and restore the home, then the Purchase Agreement will be canceled and all deposits will be promptly refunded to the Purchaser.

If a conflict between the Offering Plan and the Purchase Agreement exists, the Offering Plan shall control. The Purchase Agreement may not waive any purchaser's rights or abrogate Sponsor's obligations under Article 23-A of the New York General Business Law.

Pursuant to the Housing Merchant Implied Warranty statute of the State of New York, the Sponsor is offering an express Limited Warranty in connection with the sale of Lots in Silverton Glenn Townhomes. The Limited Warranty is in the amount of \$100,000.00 and is extended to the first owner of the home. The Limited Warranty provides for Basic Coverage of one (1) year that the home will be free from latent defects that constitute defective workmanship performed by the builder, an agent of the builder or subcontractor of the builder; defective materials provided by the builder, an agent of the builder or subcontractor of the builder, or defective design, provided by an architect, landscape architect, engineer, surveyor or other design professional engaged solely by the builder. Workmanship, materials and design will be considered defective if they fail to meet the New York State Uniform Fire Prevention and Building Code or the Accepted Standards attached to the Limited Warranty. In addition to the above, the Limited Warranty provides for a two (2) year Major System Coverage of the plumbing, electrical, heating, cooling and ventilation systems of the home which have been installed by the builder. Finally, the Limited Warranty includes a six (6) year Major Structural Defect Coverage warranting that the home is free from a latent defect resulting in actual physical damage to a load bearing portion of the home making the home unsafe, unsanitary or otherwise unlivable. Load bearing portions of the home are the foundation and footings, beams, girders, lintels, columns, walls and

partitions, floor systems and roof framing systems. The complete terms and conditions of the Limited Warranty are set forth on page 56 of the Offering Plan. A copy of the statute governing the Limited Warranty is set forth at page 154 of the Offering Plan. Notwithstanding the above, per General Business Law Section 777-b(4)(e)(i), the Sponsor's is obligated to construct the homes in accordance with all applicable codes, filed plans and specifications and local accepted building practices for items which are not covered by codes.

TERMS OF SALE TO THE ASSOCIATION

The deed conveying the common area to the Association will be a warranty deed with lien covenant. A copy of the deed is an exhibit to Part II of the Offering Plan submitted to the Attorney General. Title to the Association property will be conveyed free and clear of all liens, encumbrances and title exceptions other than as disclosed in this Offering Plan, the state of facts shown on the subdivision map recorded in the Ontario County Clerk's Office or an instrument survey (provided title is not unmarketable), and the proposed deed.

Prior to the transfer of title to any Lot, the Sponsor will file the Declaration, and the deed conveying the common area to the Association, in the Ontario County Clerk's Office.

The Sponsor is obligated to repair damage to the common area which occurs prior to transfer of title. The Sponsor will make periodic checks of the property conveyed to the Association and correct any defect in construction due to improper workmanship or material substantially at variance with this Offering Plan, provided the Sponsor is notified of or otherwise becomes aware of any such defect within one (1) year from the date of completion of such construction or 12 months from the date of transfer of title to the first Lot, whichever is later. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications. In no event shall the Sponsor be responsible for the partial or total death of any trees, shrubs, bushes or other landscape improvements. The Association shall be responsible to remove any landscape improvement which ceases to be a healthy species for any reason whatsoever.

A closing will take place only upon issuance of a temporary or permanent certificate of occupancy for the Townhome closed.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

The following are obligations of the Sponsor with respect to this offering of interest in the Association:

1. **Defend and Indemnify.** The Sponsor shall defend any suits or proceedings arising out of Sponsor's acts or omissions, and will indemnify the Association and Lot Owners.
2. **Survival after Closing.** All representations under this Offering Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

3. Disclaimers Void. Disclaimer or limitations of liability on the part of the Sponsor or its principles for failure to perform obligations set forth in the Offering Plan are not permitted.

4. Financing. The Sponsor has obtained adequate financing for the construction of the Association property. The Sponsor's lender is Five Star Bank, 55 North Main Street, Warsaw, New York. The Sponsor has not obtained any bonds securing its obligations under this Offering Plan.

5. Complete Construction of Common Areas and Facilities. The Sponsor will complete construction of the common areas and facilities as set forth in this Offering Plan and any amendments hereto. The Sponsor may substitute equipment or material of equal or greater value. The Sponsor will pay for the authorized and proper work involved in the construction, establishment and transfer of all Association property that the Sponsor is obligated to complete under this Offering Plan. The Sponsor agrees to cause all mechanics' liens with respect to Association property to be promptly discharged or bonded.

The Sponsor will complete construction of the common areas and other facilities that are vital to the health and safety of the Lot Owners prior to the conveyance of the Lot, subject to the terms of this Offering Plan, including the public utilities and Wyndham Hill, Ashwood Lane and Silverton Glenn, the dedicated rights-of-way. If the Town of Victor permits occupancy, and if the incomplete items are not vital to the health and safety of the Lot Owners, such as final pavement of driveways and landscaped areas, then closing may occur. The Sponsor anticipates that the construction of Phase One to be completed by the fall of 2016. Assuming normal demand of 15 homes per year, the Sponsor anticipates a six year total build out, with Phase Two commencing in 2014, Phase Three commencing in 2016 and Phase Four commencing in 2018.

6. Pay Assessments. The Sponsor will pay assessments for each unsold Lot owned by the Sponsor in accordance with the Declaration. The maintenance assessments on Lots owned by the Sponsor shall be in an amount equal to the difference between the actual Association expenses, exclusive of reserves applicable for completed improvements, and the Association charges levied on Owners who have closed title to their Lots. For those Lots owned by the Sponsor upon which a home has been completed, the Sponsor shall pay for reserves from and after the issuance of Certificate of Occupancy. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on each unsold Lot. See Article V of the Declaration set forth in Part II of this Plan. The Sponsor has the financial means to meet its obligations with respect for unsold Lots. Income from Lot sales and ongoing operations will fund this obligation. In adopting any revised schedule of Operating Expenses, Sponsor shall provide backup budget quotations from arms-length third party providers for any item greater than the amount set forth in the Estimate of Operating Expenses set forth on page 11 of this Plan. See Article V of the Declaration set forth in Part II of this Plan.

7. Conveyance of Common Areas and Title Insurance. Prior to the transfer of title to any Lot, the Sponsor will file the Declaration and convey, by warranty deed, the Association Property to the Association and furnish the Association with a policy of title insurance covering such property from a title company authorized to do business in New York. The policy covering the common areas shall be in the amount of the offering. Such policy will be furnished at Sponsor's

sole cost and expense, and shall evidence marketable title. The lien of any construction loan mortgage will be released from the common areas prior to the transfer of title to the Association.

The common area is to be improved by green space, landscaping and asphalt pavement. Prior to transfer to the Association, the Sponsor will assign to the Board of Directors of the Association any manufacturer's warranties with respect to such improvements.

8. File Subdivision Map. The Sponsor will file a subdivision map in the office of the Ontario County Clerk and the Town of Victor prior to the conveyance of the first Lot in Silverton Glenn Townhomes, which map shall show the Lots upon which the dwellings are or will be located.

9. Plans. The Sponsor will provide the Board of Directors and the Town of Victor with a set of "as built" plans, and certify construction is in substantial compliance with the plans and specifications set forth herein. If the certification cannot be made, the offering plan will be amended and rescission offered to the Purchasers.

10. Right of Access. The Sponsor shall have the right of access in accordance with the Declaration to complete construction of the project. The Sponsor will repair and restore the area as required. The Sponsor does not anticipate any interference with a Lot Owner's use and enjoyment of the area, except on a temporary basis.

11. Hold Down Payments and Deposits in Escrow. The Sponsor will hold all down payments and deposits in escrow (or properly post a letter of credit) to assure the return of down payments and deposits if the Sponsor defaults in its obligations under the Purchase Agreement.

12. Insurance. The Sponsor while in control of the Board of Directors shall procure agreed replacement cost fire and casualty insurance for the Townhomes, and liability insurance, for the Association property, as set forth in Schedule A of this Offering Plan.

13. Dissolution or Liquidation. In the event of the dissolution or liquidation of the Sponsor, or the transfer of three (3) or more Lots to a purchaser who does not occupy such Lots, the principals of the Sponsor will provide reasonably, financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Lots under the Offering Plan, applicable laws or regulations. If the original Sponsor is dissolved or liquidated, the principals of the Sponsor will guaranty the obligations of the successor sponsor.

14. Amendments. As long as the Sponsor has unsold Lots which are offered for sale pursuant to the Offering Plan, the Sponsor shall amend the Plan whenever the budget materially changes or whenever one year has passed since the budget was last updated. The prior year's certified financial statements for the Association shall be included in the amendment.

15. Mortgage Liens. Any mortgage liens which remain on the property after closing of the first Lot shall be subordinate to the lien of the Declaration.

16. Common Area Completion. Prior to conveyance of the common area to the Association, the Sponsor will file an amendment to this Offering Plan including a certification by an engineer or architect, licensed by the State of New York, stating that the dedicated rights-of-way has been completed in accordance with specifications of the Town of Victor for dedicated rights-of-way, and that the storm and sanitary sewers and water laterals have been completed in accordance with specifications of the Town of Victor, and indicating the date of completion. If the construction of the right-of-way and/or sewers and/or waterlines or anyone of them has not been completed prior to the conveyance of the common area to the Association, the Sponsor shall post a bond or escrow funds or provide other adequate security in an amount to be determined by a licensed engineer, which amount shall not be less than the amount required to complete such construction to the required specifications. The bond and escrow requirement set forth above will be satisfied by the existing Letter of Credit held by the Town of Victor to complete such incomplete work.

NO BOND OR OTHER SECURITY HAS BEEN POSTED BY THE SPONSOR TO SECURE THE PERFORMANCE OF ITS OBLIGATIONS AS ABOVE SET FORTH, EXCEPT AS SET FORTH IN SPECIAL RISK #2 AT PAGE 1. ACCORDINGLY, THE SPONSOR'S ABILITY TO MEET SUCH OBLIGATIONS COULD DEPEND ON ITS FINANCIAL CONDITION AT THE TIME IT IS CALLED UPON TO PERFORM.

CONTROL BY SPONSOR

As defined in the Declaration, the Sponsor and all Lot Owners shall automatically be deemed to have become Members of the Association (see Section 3.02 of the Declaration set forth in Part II of this Plan). There shall be two (2) classes of Membership. All Owners, with the exception of the Sponsor, shall be Class A Members. The Sponsor shall be a Class B Member. Until all Lots owned by Sponsor, including any and all additional lots which may be brought within the scheme of the Declaration pursuant to Sponsor's right under Article II of the Declaration, are transferred, or until 15 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, the Sponsor's Class B Membership shall be converted into a Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote. See the section entitled Silverton Glenn Association, Inc., Membership and Voting Rights. At the first annual meeting following the conversion of Sponsor's Class B Membership to a Class A Membership, the Members shall elect a new Board of Directors unrelated to the Sponsor.

During Sponsor control, the Sponsor will not exercise veto power over the expenses in the Projected Schedule of Receipts and Expenses, nor over expenses required to (1) comply with applicable law or regulation; (2) remedy and notice of violation; (3) remedy any work order issued by an insurer; or (4) ensure the health and safety of the occupants of the building, provided such maintenance action is otherwise the obligation of the Association.

Sponsor may exercise veto power over expenses other than those listed above in compliance with the terms and conditions of the Declaration.

No mortgage liens will be placed on the Association property during the Sponsor's control of the Board of Managers.

While the Sponsor is in control, annual certified financial statements will be provided to Members.

SILVERTON GLENN ASSOCIATION, INC.

Silverton Glenn Association, Inc. was formed on March 13th, 2012 when its Certificate of Incorporation was filed under the Not-for-Profit Corporation Law of the State of New York. The Association is a Type "A" corporation under the aforementioned law. The Certificate of Incorporation is set forth in Part II of this Plan. The Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (hereinafter referred to as the Declaration), which is set forth in Part II of this Plan, provides the framework and procedures by which the Association, upon conveyance of common properties to it by the Sponsor, will maintain and administer the lands and the facilities comprising the Association property. The Association will own lawn or landscaped areas, and open space common area. The By-Laws which shall govern the operation of the Association are set forth in Part II of this Plan.

Membership in the Association is mandatory for all Lot Owners. Membership is conferred upon an individual taking title and ownership of a Lot. Membership in the Association will cease upon a Lot Owner conveying his Lot to another purchaser.

Within Phase One, the maximum number of Townhomes is 28. Upon completion of all phases the maximum number of Townhomes is 93.

All mortgages on Silverton Glenn Subdivision will be subordinate to the lien of the Declaration. The common area will be conveyed to the Association free of the lien of any construction mortgage. The individual Townhome Lots will be conveyed to Lot purchasers free of the lien of any construction mortgage.

Summary of the Declaration.

Prior to the closing of title to any Lot in Silverton Glenn Townhomes, the Sponsor will file a Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (hereinafter referred to as the "Declaration") in the Office of the Ontario County Clerk. The Declaration is set forth in Part II of this Plan.

The Declaration provides that its provisions shall run with the land and shall be enforceable by the Sponsor, the Association and the Owner of any Lot. With respect to the legal enforceability of the provisions of the Declaration, see the opinion of Sponsor's counsel, Woods Oviatt Gilman LLP. By accepting a deed, lease or other instrument conveying any interest in a Lot, the grantee, lessee, or other person accepting such interest covenants to observe, perform and be bound by the provisions of the Declaration, including the personal responsibility for the payment of all charges and assessments which may become liens while such person holds an interest in a Lot.

Pursuant to Article 2 of the Declaration, and as disclosed in this Offering Plan, the Sponsor may incorporate the subsequent phases of Silverton Glenn Subdivision into the Association.

The following is a summary of the important provisions of the Declaration:

Article III - The Association Structure, Membership and Voting Rights

There shall be two (2) classes of Membership. All Owners, with the exception of the Sponsor, shall be Class A Members. The Sponsor shall be a Class B Member. Until all Lots owned by Sponsor, including any and all additional lots which may be brought within the scheme of the Declaration pursuant to Sponsor's right under Article II of the Declaration, are transferred, or until 15 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, the Sponsor's Class B Membership shall be converted into Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote.

Article IV - Property Rights and Easements

Every Member shall have:

- a) A right of easement and enjoyment in Association property;
- b) An easement of ingress and egress by foot over Association property, and by vehicle over paved Association property built and intended for such purpose;
- c) An easement to use and maintain all pipes, wires, conduits, drainage areas and public utility lines servicing such Member's Lot and located on other Lots or on the Association property;
- d) An easement over Association property and over the property of any adjacent Lot for performance of routine maintenance on a Member's Townhome;
- e) An easement of ingress and egress by foot over the side and rear 10 feet of all Lots for routine and necessary maintenance purposes.
- f) An easement of ingress and egress by foot and vehicle for the use and enjoyment of the paved common access drives.

These rights and easements shall be in common with other Members of the Association and are subject to the rights of the Association (i) to promulgate rules and regulations relating to the use, operation and maintenance of Association property; (ii) to grant easements or rights of way to utility corporations or governmental entities; (iii) to transfer Association property upon the consent of two-thirds (2/3) of all Members; (iv) to charge reasonable fees for the use of Association property; (v) to enter into agreements for the sharing of facilities with other associations, cooperatives or condominiums upon the consent of two-thirds (2/3) of all Members. Such rights shall be subject to the

rights of the Sponsor (i) to have or grant easements and rights of way for access to, and utility lines for, the development of the Lots and (ii) to use the Association property for a sales center and parking area for prospective purchasers. The rights of each Member shall further be subject to the right of any other Member to maintain and use the pipes, wires, conduits, etc. servicing such other Member's Lot.

The Association shall have:

- a) The right to use electricity for *incidental* maintenance of Association property without charge;
- b) The right to use water without charge;
- c) An easement to permit the maintenance, repair and replacement of paved areas, light standards, signs and other property of the Association;
- d) An easement for access to each Lot for the maintenance, repair and replacement of the exterior of the dwellings and the storm water, sanitary and utility laterals, either because it is the Association's duty or because the Owner has failed to perform his obligations;
- e) An easement for access to each Lot for the maintenance, repair and replacement of any pipes, wires, conduits, drainage areas, utility lines and facilities and cable television lines and facilities located on any Lot and servicing any other Lot;
- f) An easement over the Lots for placement, maintenance, repair and replacement of utility banks, telephone and cable television pedestals.

Article V - Assessments

Each Lot Owner, excluding the Sponsor, by becoming a Lot Owner shall be deemed to covenant and agree to pay to the Association annual Assessments or charges for the maintenance and operation of Association Property, for utilities and other services, consumed and/or used on or at the Lots and which are not individually metered or billed and for the maintenance, repair and replacement of all facilities commonly servicing the Members, whether on or off the Lots, such as landscaped areas. (See Sections 6.01 and 6.02 of the Declaration for specific types of maintenance, repair and replacement included or excluded, as the case may be.) The Assessments shall be the personal obligation of the Lot Owner and shall, together with any late charges, accelerated installments thereof, interest and the cost of collection, be a charge and continuing lien upon the Lot against which the assessment is made.

The annual maintenance assessment is determined by the Board of Directors of the Association at least 30 days in advance of each annual assessment period. The annual maintenance assessment may be increased or decreased based on the anticipated costs and expenses of the Association during the next annual assessment period.

In addition to the annual maintenance assessment, the Association may levy in any assessment year a special assessment, payable in that year and/or the following year for the purpose of defraying, in whole or in part, the cost of any capital improvements or for any other matter decided upon by the Association. Provided however, that for any special assessment for the construction (rather than the reconstruction or replacement) of any capital improvement, and for any special assessment amounting to more than 20% of the then current amount of annual maintenance assessments, the consent of two-thirds (2/3) of the total votes of Lot Owners voting in person or by proxy at a meeting duly called for this purpose is required.

The method for determining Maintenance Assessments is summarized on page 11 of this Offering Plan.

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

If the Assessment or any installment thereof, is not paid within 30 days after the due date, (i) the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed ten percent (10%) of the amount of such overdue Assessment or installment thereof, and, if not paid within 30 days after the due date (ii) the Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed ten percent (10%) per annum, (iii) the Board of Directors may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Owner and (iv) the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the property, and the cost of such proceedings, including reasonable attorneys' fees, shall be added to the amount of such Assessments, accelerated installments, if any, late charges and interest.

If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (i) the Owner, (ii) any family member, tenant, guest or invitee of the Owner, (iii) a family member or guest or invitee of the tenant of the Owner, or (iv) a guest or invitee of (1) any member of such Owner's family or (2) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot or other portion of the property owned by such Owner. The Sponsor is not obligated for attorney's fees in any action brought by the Association against the Sponsor.

Article VI - Maintenance by the Association

The following maintenance services shall be performed by the Association and the cost of such maintenance shall be funded from the Maintenance Assessments:

- a) Maintenance of the entrance monument and those landscaped areas within the perimeter of Townhome Lots and Association property.
- b) With respect to the Townhomes, including garages, the Association shall repair and replace the exterior siding, gutters, downspouts and roofs. The Association shall paint the wood surfaces of trim, windows and doors, and seal or stain decks. The Association shall not repair or replace windows, skylights, window panes, doors, garage doors, storm doors, decks, or maintain, repair or replace porches, stone pavers or stoops, patios or concrete walks. Exterior items that are vinyl coated and require no or low level maintenance will be maintained in accordance with manufacturers' recommendations. The Association shall not be responsible for the removal of snow from roofs.
- c) With respect to the other improvements on the Townhome Lots, the Association shall stain, repair and replace fences or railings and decks initially installed by the Sponsor, but shall not repair or replace spalling concrete walks, stoops or porches, and shall repair those portions of sewer, water, and storm water utility laterals (limited, however, to repair necessitated by leakage or structural failure) servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality or other entity. A lateral shall be deemed to terminate at the outer surface of the foundation wall.
- d) Plowing of snow from the paved areas, excluding walks.
- e) Obtain and maintain (i) fire and casualty insurance on the Townhomes, (ii) fire, casualty and liability insurance on the Association property and (iii) directors' and officers' liability insurance for the officers and directors of the Association. (See Sections 9.01 and 9.03 of the Declaration for specific types of coverage obtained by the Association and coverages which are not obtained by the Association.)
- f) Enforcement of restrictive covenants and establishment of rules and regulations governing the use of the Association Property and the conduct of the Lot Owners.
- g) Maintenance, including repair and replacement, as necessary, of the Association property, including paved areas, walks, signs, and those portions of sewer, water, and storm water utility laterals (limited, however, to repair necessitated by leakage or structural failure) servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality or other entity. A lateral shall be deemed to terminate at the outer surface of the foundation wall.
- h) Replace landscape plant material, including trees and shrubs, which lie over the easement granted to a public agency for sewers and water services, in the event these landscape materials are damaged or destroyed in the course of maintenance or repair by others.

Article VII - Architectural Controls

An Architectural Standards Committee shall be appointed by the Board of Directors for the purpose of enforcing certain provisions of the Declaration and controlling any change in use or any additions, modifications or alterations to any exterior improvement within the Silverton Glenn Townhomes, such as enlarging a deck, changing the color of a door, and the like, within guidelines and/or policies established by the Board of Directors. The Board of Directors may appoint Lot Owners to the Architectural Committee during the Sponsor's period of control of the Board of Directors. The Architectural Committee shall not have any authority over any property owned by the Sponsor. No such addition, modification or alteration shall be made until plans setting forth such change are submitted to and approved by the Architectural Committee and a Building Permit has been issued by the appropriate municipal authority, if required. Any Owner, lessee or occupant may obtain from the Architectural Committee a written certificate stating whether or not a particular parcel violates any provisions of the Declaration. A reasonable charge may be imposed for the issuance of such certificate. (See the opinion of counsel as to the enforceability of architectural controls.)

Article VIII - Party Walls and Encroachments

An easement shall exist for encroachments by any Townhome, including but not limited to patios, porches, decks, privacy fencing and all other improvements, on any adjacent Lot as a result of construction, settling or shifting.

The cost of repair to a party wall shall be borne equally by the Lot Owners who share such wall, assuming the damage was not the result of negligence or a willful act by one (1) of such Lot Owners.

Article IX - Fire and Casualty Insurance, Reconstruction

The Board of Directors of the Association shall obtain and maintain, to the extent reasonably obtainable and to the extent obtainable at a reasonable cost, and in such amounts as the Board of Directors determines to be appropriate, unless otherwise required in the Declaration: (i) fire, casualty and liability insurance for Association Property, (ii) directors' and officers' liability insurance, (iii) fidelity bond, and (iv) fire and casualty insurance for the Townhomes. The cost of all insurance obtained by the Board of Directors will be included in the Maintenance Assessment charges billed to each Lot Owner by the Association.

The individual Lot Owner is responsible for obtaining fire, casualty and liability insurance for his personal property, his lot and the interior of his home. Failure to obtain such insurance will result in the Owner being self-insured and without coverage in the event of a loss.

Fire and casualty coverage shall be for the unit value of each Townhome, including the wall to wall carpeting, lighting fixtures, bathroom fixtures, built-in appliances, wall coverings, and all machinery servicing the Lots and common facilities, excluding the land, foundations, the personal property of Lot Owners and occupants, and any improvements or alterations (including upgrading of appliances, kitchen cabinets, carpeting or lighting fixtures, built-ins and wall coverings) made by present or prior Lot Owners or occupants, and Lots for which the Sponsor is not paying full

Maintenance Assessments as provided in Section 5.04 of the Declaration. The policies shall not provide for coinsurance. For additional provisions, endorsements and coverages see Section 9.01 of Declaration. The policies shall provide that adjustment of loss shall be made by the Board of Directors of the Association.

The proceeds of all policies of physical damage insurance shall, as provided in the Declaration, be payable to the Association or to an insurance trustee (bank, trust company or law firm) to be applied for the purpose of repairing, restoring or rebuilding unless otherwise determined by the Lot Owners as hereinafter set forth. The obligation to restore or reconstruct after damage due to fire or other casualty supersedes the customary right of a mortgagee to have the proceeds of insurance coverage applied to the mortgage indebtedness.

The amount of fire insurance to be maintained until the first meeting of the Board of Directors following the first annual meeting of the Lot Owners shall be in at least the agreed replacement amount. Prior to the completion of dwellings, they will be insured under the provisions of a builders risk policy maintained by the Sponsor.

Each Townhome Lot Owner and such Lot Owner's known mortgagee shall be a named insured on the policy and shall receive, at the time of purchase and at the time a new policy is obtained or an existing policy renewed, a certificate evidencing proof of insurance coverage. Upon request, duplicate originals of the policy and of all renewals of the policy shall be furnished to all known institutional mortgagees of the Lots.

Liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Lot Owners, but not the liability of Lot Owners arising from occurrences within such Owner's dwelling or on such Owner's Lot. The policy shall include the following endorsements: (i) comprehensive general liability, (ii) personal injury, (iii) medical payments, (iv) cross liability and (v) contractual liability. Until the first meeting of the Board of Directors elected by the Lot Owners, this public liability insurance shall be in a combined single limit of \$1,000,000.00 covering all claims for bodily injury and property damage, with an excess umbrella of \$1,000,000.00.

The directors' and officers' liability insurance shall cover the "wrongful" acts of a director or officer of the Association. This coverage provides for funds to be available to defend suits against officers and directors of the Association and to pay any claims which may result. The policy shall be on a "claims made" basis so as to cover all prior officers and members of the Board of Directors. The policy shall not provide for "participation" by the Association or by the officers or directors of the Association. Until the first meeting of the Board of Directors elected by the Lot Owners, the directors' and officers' liability coverage shall be in at least the sum of \$1,000,000.00.

The fidelity bond shall cover up to five (5) directors, officers and employees of the Association and of the Association's managing agent, if any, who handle Association funds. The bond shall be in an amount not less than 50% of the Association's annual budget but in no event less than the amount of funds, including reserves, owned by or under the control of the Association. Until the first meeting of the Board of Directors elected by the Lot Owners, the coverage shall be \$5,000.00 for forgery.

All policies obtained by Lot Owners must contain waivers of subrogation and the liability of carriers issuing insurance procured by the Board of Directors must not be affected or diminished by reason of any insurance obtained by a Lot Owner.

Article X - General Covenants and Restrictions

There are general prohibitions against the following unless the consent of the Architectural Committee and/or Board of Directors, where applicable, has first been obtained (*see Article 10 of the Declaration set forth as an Exhibit to this Offering Plan for the details of these residential restrictions*):

1. Advertising and Signs.
2. Animals, Birds and Insects. The Association may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of pets and (ii) prohibit certain types of pets entirely. Pets may be allowed outdoors only when accompanied by a responsible person, and dogs shall be leashed. Provided an Owner obtains the prior written consent of the Association, an underground pet containment system may be installed. Assuming the Owner has installed an underground pet containment system, a pet may be let outdoors within the area of the underground pet containment system in the company of a responsible person, but need not be leashed. No above ground or visible pet containment enclosures shall be permitted. The Association shall have the right to require any Owner, any tenant of any Owner, or any family member or guest of any Owner or tenant to dispose of any pet, if, in the opinion of the Association, acting in its sole discretion, such pet is creating a nuisance because, e.g., the Owner does not clean up after the animal, the animal is too noisy or the animal is not properly controlled. Dogs and cats must be cleaned up after by their owners.
3. Protective Screening and Fences.
4. Garbage and Refuse Disposal.
5. Above Surface Utilities.
6. Noxious or Offensive Activities.
7. Oil and Mining Operations.
8. Dwelling in Other Than Residential Unit.
9. Antennas. No outside radio, telegraphic, television or other electronic antenna, dish or other transmitting or receiving device shall be erected on any Lot or other portion of the Property, except with the consent of the Association, and in compliance with Federal regulations.
10. Trees and Other Natural Features.
11. Use and Maintenance of Slope Control Areas.
12. Snowmobiles.
13. Commercial and Professional Activity on Property.
14. Outside Storage.
15. Outdoor Repair Work.
16. Oversized, Commercial and Unlicensed Vehicles.
17. Clotheslines.

18. Chain Link Fences.

Article XI - Enforcement, Amendment and Duration of the Declaration

After 30 days written notice of any violation of the Declaration or the Associations Rules and Regulations, as adopted from time to time, the Lot Owner will be subject to a violation fee of \$50 per day until the violation is cured.

The costs of any action brought by the Association to enforce the Declaration, including legal fees, shall be a binding personal obligation of the violator. If the violator is (i) a Lot Owner, or (ii) any family member, tenant, guest or invitee of a Lot Owner, or (iii) a family member of a guest or invitee of the tenant of the Owner, or (iv) a guest or invitee of (1) any member of such Lot Owner's family or (2) any family member of the tenant of such Lot Owner, such costs shall also be a lien upon the Lot owned by such Lot Owner.

The Association shall have the right to enter Lots to determine whether or not any improvements thereon are in compliance with the Declaration or the rules and regulations of the Association.

The Declaration may be amended or terminated upon the consent of the Members having not less than two-thirds (2/3) of the votes of all Lots subject to the Declaration except that so long as the Sponsor owns a Lot subject to the Declaration, no amendment shall be made which adversely affects the interest of the Sponsor, unless specifically approved by the Sponsor in writing.

The Declaration shall continue in full force and effect until December 31, 2029 and shall be extended, as then in force, automatically and without further notice, for successive periods of ten (10) years.

Management and Operation.

The business and affairs of the Association shall be managed by a five (5) member Board of Directors (see Article V of By-Laws set forth in Part II of this Plan), except that an initial Board of three (3) directors shall be designated by the Sponsor. The initial Board of Directors shall hold its first meeting within 30 days of transferring title to the first Lot in Silverton Glenn Townhomes. The initial Board of Directors designated by the Sponsor shall serve until the first annual meeting after the Sponsor's Class B Membership has been converted to a Class A Membership, that is after the Sponsor no longer has an ownership interest in the Lots of Silverton Glenn, or until 15 years following the recording of the Declaration, whichever shall first occur. Thereafter, directors of the Association shall be elected.

No Director shall be required to be a Member of the Association and the number of Directors may be changed by amendment of the By-Laws. Nominations for election to the Board of Directors shall be made by a nominating committee which shall consist of a chairman, who shall be a member of the Board of Directors and two (2) or more Members of the Association. Write in votes for persons other than those nominated shall be permitted.

The term of office of the members of the Board of Directors shall normally be two (2) years or until their successors are elected, except that at the aforementioned first annual meeting of the Association after the Sponsor relinquishes control, the Members shall elect three (3) directors for a two (2) year term and two (2) directors for a one (1) year term. At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. (See Article V of By-Laws set forth in Part II of this Plan). A member of the Board of Directors may be removed, with or without cause, by the affirmative vote of not less than two-thirds (2/3) of the members.

The initial Board of Directors will be composed of Jeff Morrell, Scott M. Morrell and Deborah Iezzi. The initial officers of the Association are Jeff Morrell, President; Scott M. Morrell, Vice-president; Deborah Iezzi, Secretary and Treasurer. Each named individual is either a principal of the Sponsor or a family member of the principals of the Sponsor. The business address of these individuals is 1501 Pittsford Victor Road, Victor, New York, 15464.

As long as the Sponsor has unsold homes or Lots which are offered for sale pursuant to the Offering Plan, Sponsor shall amend the plan whenever there is a change in the budget or when one year has passed since the last budget was updated, and include the prior year's certified financial statements, if such are provided to homeowners pursuant to the terms of this Offering Plan.

Sponsor may not exercise its veto power or use its control of the Board of Directors to reduce the level of services described in the Offering Plan or prevent capital repairs, or prevent expenditures required to comply with applicable laws or regulations.

The Sponsor agrees not to place a mortgage on any property owned by the Association while it is in control of the Board of Directors, without the consent of 51% of the Lot Owners, excluding itself.

While the Sponsor is in control of the Board of Directors, certified financial statements will be provided each year to the Lot Owners.

Membership and Voting Rights.

As defined in the Declaration, the Sponsor and all Lot Owners shall automatically be deemed to have become Members of the Association (see Section 3.02 of the Declaration set forth in Part II of this Plan). There shall be two (2) classes of Membership. All Owners, with the exception of the Sponsor, shall be Class A Members. The Sponsor shall be a Class B Member. Until all Lots owned by Sponsor, including any and all additional lots which may be brought within the scheme of the Declaration pursuant to Sponsor's right under Article II of the Declaration, are transferred, or until 15 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, the Sponsor's Class B Membership shall be converted into a Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote, regardless of the number of Lots owned.

The Declaration may be amended or rescinded upon the consent in writing of the Owners of not less than two-thirds (2/3) of all Lots. In addition, so long as the Sponsor owns a Lot subject to this Declaration, the written consent of the Sponsor will be required for an amendment which adversely affects the Sponsor's interest.

The By-laws of the Association may be repealed or amended by a vote of a majority of Lot Owners or by the affirmative vote of a majority of the whole Board of Directors.

Assessments.

The costs and expenses of operating the Association and of making capital improvements, if any, will be allocated among the Lot Owners, excluding the Sponsor, and assessed by the Board of Directors (See Article V of Declaration set forth in Part II of this Plan.) Every Owner of a Lot, excluding the Sponsor, merely by becoming an owner, covenants and agrees to pay annual maintenance assessments, payable monthly, and special assessments, if any, payable when due, to enable the association to carry out its functions. Maintenance Assessments shall commence on the first day of the month following the sale of the first Lot, or at such later time as the Sponsor shall determine. All Maintenance and Special Assessments become a lien and charge against the Lot and shall also be a personal obligation of the Lot Owner at the time the assessment falls due. If an assessment or installment thereof is not paid within ten (10) days of the due date, the Association may impose a late charge and, if the assessment or installment thereof is not paid within 30 days of the due date, the Association may collect interest at the rate of ten percent per year on the amount due, accelerate the remaining installments, if any, bring legal action against the Owner personally obligated to pay the assessment, and/or foreclose the lien against the Lot. Delinquent Lot Owners will also be assessed attorney's fees for collecting unpaid assessments. The waiver of the use or enjoyment of the Association Property or the abandonment of a Lot shall not be grounds for exemption from the obligation to pay assessments. In no event shall voting rights or the right to use Association Property be suspended for the non-payment of assessments.

The annual maintenance assessment is determined by the Board of Directors of the Association at least 30 days in advance of each annual assessment period. The annual maintenance assessment may be increased or decreased based on the anticipated costs and expenses of the Association during the next annual assessment period.

In addition to the annual maintenance assessment, the Association may levy in any assessment year a special assessment, payable in that year and/or the following year for the purpose of defraying, in whole or in part, the cost of any capital improvements or for any other matter decided upon by the Association. Provided however, that for any special assessment for the construction (rather than the reconstruction or replacement) of any capital improvement, and for any special assessment amounting to more than 20% of Then current amount of annual maintenance assessments, the consent of two-thirds (2/3) of the total votes of Lot Owners voting in person or by proxy at a meeting duly called for this purpose is required.

The lien of the Assessments shall be subordinate to the lien of any purchase money first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided,

however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment.

After Association charges have been levied on one or more Owners who have closed title to their Lots, the Sponsor's obligation for Association charges for unsold Lots shall be an amount calculated in accordance with the following provision: the Sponsor shall be obligated for the difference between the actual Association expenses, including reserves applicable to completed improvements, and the Association charges levied on Owners who have closed title to their Lots, as assessed from year to year in compliance with the Declaration establishing the Association. If reserves have been established by the Association, for those Lots owned by the Sponsor upon which a home has been completed, the Sponsor shall pay for reserves from and after the issuance of Certificates of Occupancy. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on each unsold Lot. See Article V of the Declaration set forth in Part II of this Plan. In adopting any revised schedule of Operating Expenses, Sponsor shall provide backup budget quotations from arm's length third party providers for any item greater than the amount set forth in the Estimate of Operating Expenses set forth on page 11 of this Plan. Sums due shall be estimated and paid monthly, with a final accounting and adjustment annually.

The Maintenance Assessment for each Lot not owned by Sponsor shall be determined by multiplying the total annual Maintenance Assessment by a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots then subject to the Declaration. Any change in the basis of determining the Maintenance Assessment shall require the consent of not less than two-thirds (2/3) of the total votes of Members (see Section 5.06 of the Declaration set forth in Part II of this Plan). In addition, the written consent of the Sponsor will be required for any change which materially adversely affects the interest of the Sponsor with respect to Lots covered by the Declaration, which consent will not be unreasonably withheld.

The Declaration and By-laws do not include penalties or other charges for violation of the rules and regulations. However, if the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (i) the Owner, (ii) any family member, tenant, guest or invitee of the Owner, (iii) a family member or guest or invitee of the tenant of the Owner, or (iv) a guest or invitee of (1) any member of such Owner's family or (2) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot or other portion of the property owned by such Owner. The Sponsor is not obligated for attorney's fees in any action brought by the Association against the Sponsor.

Woods Oviatt Gilman LLP

Attorneys
700 Crossroads Building
2 State Street
Rochester, New York 14614

Tel: 585.987.2800
Fax: 585.454.3968
www.woodsoviatt.com

May 1, 2012

S&J Morrell, Inc.
1501 Pittsford Victor Road
Victor, New York 14564

Re: Silverton Glenn Association, Inc.

Gentlemen:

In response to your request for our opinion in conjunction with your proposed sale of Lots at Silverton Glenn with mandatory membership in the Silverton Glenn Association, Inc., (the "Association") a not-for-profit corporation, please be advised as follows:

Taxation of Lot Owners: Under the provisions of Section 164 of the Internal Revenue Code and Section 615 of the New York Tax Law, each Lot Owner who itemizes deductions will be entitled to deduct from his adjusted gross income for Federal and New York State income tax purposes the real estate taxes assessed against his Lot and paid by him. Maintenance Assessments paid by each Lot Owner to the Association are not deductible from his adjusted gross income for Federal and New York State income tax purposes.

Association Validly Formed: The Association was validly formed under the Not-For-Profit Corporation Law of the State of New York.

Taxation of the Association: Section 528 of the Internal Revenue Code exempts qualifying homeowners associations from income taxes on "exempt function income." Exempt function income includes membership dues, fees, and assessments received from association members. Income which is not exempt function income is subject to income tax at the current rate of 30 percent. Examples of non-exempt function income are interest earned on a sinking fund for capital improvements, amounts from non-members for use of the association's facilities, and amounts paid by association members for special use of the association's facilities.

In order to qualify for this limited tax exemption an association must meet the following requirements:

1. It must be organized and operated for exempt function purposes;
2. At least 60% of its gross income must be received as membership dues, fees, or assessments from the Lot Owners;
3. At least 90% of the association's expenditures must be for the acquisition, construction, management, maintenance and care of association property;
4. No part of the association's earnings may inure to the benefit of any individual except through a rebate of excess membership dues or directly through the acquisition or upkeep of association property;

5. The association must file the appropriate election for the year with the Internal Revenue Service.

Based on our review of the estimate of projected income and expenses which you have provided, it is our opinion that the Association can qualify for the limited income tax exemption for homeowners associations under Section 528 of the Internal Revenue Code. We point out, however, that qualifying under Section 528 is determined on a year by year basis. The Association must therefore carefully monitor its operation to insure that the requirements set out above, as well as those that may be added by new legislation or administrative action, are satisfied each year. We also point out that the tax exemption is limited, so that even in years when the exemption applies the Association may nonetheless incur federal tax liability on non-exempt function income.

The Association will be subject to a franchise tax imposed under Article 9-A of the New York Tax Law, and will be required to pay an annual franchise tax upon the basis of its entire net income or upon such other basis as may be applicable. The Association will not be exempt from New York sales taxes.

Enforceability of Declaration Provisions: Although we believe the provisions of the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (the "Declaration") to be enforceable under current law, we do not assure such enforceability. Because of the relatively recent popularity of homeowners associations throughout the United States, the case law with respect to enforceability of covenants, conditions and restrictions, such as are contained in the Declaration, is new and developing. In addition, the enforceability of some provisions of the Declaration will depend on factors other than the actual text of the document such as the establishment, reasonableness, dissemination, timeliness and uniformity of enforcement of rules, regulations and architectural standards by the homeowners association.

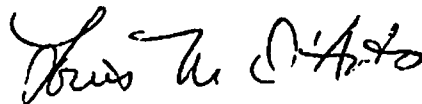
Site Plan Approval: We have received copies of the Victor Town Board Resolutions, dated January 11, 2012 and February 29th, 2012, and based upon this information, it is our opinion that if Silverton Glenn is built in accordance with the approval requirements, it will conform to applicable zoning ordinances and statutes.

This opinion is based solely on the facts and documents referred to above. No warranties are made that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Association, counsel to the Association, or any other person be liable if by reason of future changes in fact or applicable law, regulation, decisional law or Internal Revenue Service rulings the tax status should cease to meet the requirements contained in this opinion.

We understand that this letter will be made part of the Silverton Glenn Association, Inc. Offering Plan.

Very truly yours,

WOODS OVIATT GILMAN LLP



Louis M. D'Amato

LOCAL GOVERNMENT APPROVAL

On January 11th, 2012 and February 29th, 2012, the Victor Town Planning Board approved the Zoning, Final Subdivision and Site Plan for Silverton Glenn Townhomes. The Sponsor will provide the Association with a preliminary subdivision map and with a filed subdivision map when received.

WORKING CAPITAL FUND

This offering does not involve a working capital fund.

RESERVE FUND

The Association's reserve fund is part of the common charge assessment as discussed in the Budget Section of this Plan. See pages 7 and 30 regarding maintenance, as well as page 11 for the common charge information discussing maintenance. It is believed the reserve fund is sufficient to meet the Association's reserve fund needs based on the level of service discussed in the Budget Section of this Plan. Interior and exterior maintenance of the Townhomes is discussed in detail elsewhere in this Offering Plan.

The reserve fund will not be used to defray any Lot Owner's (including the Sponsor's) obligation for the payment of Maintenance Assessments. After the first election of a Board of Directors which is not controlled by the Sponsor, the funds will be turned over to the new Board of Directors with an accounting. Neither the New York State Department of Law, nor any other government agency, has passed upon the adequacy of the reserve fund.

MANAGEMENT AGREEMENT

The Sponsor initially will retain Crofton Associates, Inc. ("Crofton") to act as Managing Agent of the Association. Crofton has been actively engaged in the management of townhouses and condominiums for approximately two decades. Currently, Crofton's management portfolio consists of 40 plus townhome complexes throughout Monroe and the contiguous counties. This represents a total of 2,700 plus living units. Crofton also manages over 35,000 square feet of commercial office space. Crofton is a member of the Institute of Real Estate Management®, a national organization created to elevate the level of professionalism in property management. Crofton has been awarded the Institutes most prestigious designation of Accredited Management Organization®. This is presented to a firm recognized as one of the nation's outstanding professional real estate management organizations. Crofton is also a member of the Community Associations Institute®, a national organization devoted to the professional management of condominium and townhouse homeowners associations.

For its services, Crofton will receive a fee of \$15.50 per Lot per month, which amount is a reasonable market rate. In addition, Crofton will receive reimbursement for all out-of-pocket expenditures. The form of Management Agreement is set forth as an exhibit to this Offering Plan.

The initial term of the Management Agreement is for one year, subject to the Agent's option to terminate on 60 days' notice to the Association. The Management Agreement is not assignable. The Association may cancel the Management Agreement upon default of the Managing Agent.

As long as the Sponsor shall control the Board of Directors, the Sponsor will not commit the Board of Directors or the Association to any other Management Agreement which extends beyond the date on which the Sponsor's control ceases.

Services rendered to the Association by Crofton as Managing Agent will include:

- a. Billing and collecting common charges and expenses;
- b. Supervising landscape maintenance, snow removal from the roadways, driveways, and repairs to the common elements;
- c. Hiring and discharging employees;
- d. Maintaining the Association books and attending meetings of the Board of Directors and Lot Owners;
- e. Maintaining payroll records and filing withholding tax statements for employees;
- f. Furnishing monthly reports of receipts and disbursements to the President and Treasurer of the Association.

Crofton as Managing Agent will not prepare the Association's annual certified financial statement. Such statement will be prepared by an independent certified public accountant employed by the Board of Directors at the expense of the Association. This expense is provided for in the estimate of common expenses for the first year of Association operation contained herein.

The Association will indemnify and defend Crofton as Managing Agent against all suits brought in connection with the Association and from liability for loss of person or property. The Association will also pay all expenses of Crofton as Managing Agent in defending against such suits.

Except as set forth above, no other contracts or agreements have been entered into by the Sponsor at this time which would bind the Association after closing of title to the first Lot. Any and all such agreements shall be entered into by the Association on its own behalf on its own authority.

IDENTITY OF PARTIES

SPONSOR

S&J Morrell, Inc., a New York corporation, with its principal office and business address of 1501 Pittsford Victor Road, Victor, New York 14564. S&J Morrell, Inc. was incorporated August 31, 1998. S&J Morrell, Inc. does business as Morrell Builders. The sole principals of Sponsor are Jeff Morrell and Scott M. Morrell. Morrell Builders has been a successful residential developer for over fifty years. A family organization spanning three generations, Morrell Builders has built more than 2000 residential homes in the Rochester, Maryland, & Florida areas. Morrell's residential focus in the

Rochester area has been supported by excellent customer, agent, and community feedback throughout the years.

The Sponsor and the principals of the Sponsor, have not taken part in any other public offering of interests in realty in or from New York State which were offered during the preceding five (5) years, except for the following two CPS 7 Filings:

a. Lakewood Meadows HOA, File No. HO-06-001. The development is ongoing with the last sale/transfer taking place on March 13, 2012. All obligations of the Sponsor are current.

b. Cottages at Lakewood Meadows HOA, File No. HO-05-0097. The development is complete with the final sale/transfer taking place on November 18, 2011. All obligations of the Sponsor are current.

CONSULTANTS

In an effort to develop and sell Lots at Silverton Glenn Townhomes, the Sponsor has retained a number of professional consultants including:

Managing Agent and Budget Review

Crofton Associates, Inc. ("Crofton"), 111 Marsh Road, Pittsford, New York 14534. Crofton has been actively engaged in the management of townhouses and condominiums for approximately two decades. Currently, Crofton's management portfolio consists of 40 plus townhome complexes throughout Monroe and the contiguous counties. This represents a total of 2,700 plus living units. There is no relationship, financial or otherwise, between the Sponsor and Crofton.

Survey and Engineering

BME Associates, P.C. ("BME"), 6 N. Main Street, Suite 230, Fairport, New York 14450. BME is an engineering firm with principals licensed by the State of New York, and has been in business since 1988. BME's representative clients include major colleges and universities, financial institutions, commercial, retail and residential developers, as well as the Village of Fairport. There is no relationship, financial or otherwise, between the Sponsor and BME.

Legal Counsel

Woods Oviatt Gilman LLP, Louis M. D'Amato, of counsel, 2 State Street, 700 Crossroads Building, Rochester, New York, prepared the Offering Plan. There is no relationship, financial or otherwise, between the Sponsor and Woods Oviatt Gilman.

Lacy Katzen LLP, 130 E. Main Street, Rochester, New York 14614, will represent the Sponsor in Lot Sales. There is no relationship, financial or otherwise, between the Sponsor and Lacy Katzen LLP.

REPORTS TO MEMBERS

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

1. An annual certified financial statement to be received at the Annual Meeting.
2. Notice of the Annual Meeting, to be given not less than ten (10) days or more than 30 days before the date of the Annual Meeting.
3. A copy of proposed budget for the Association 30 days before the date a new monthly common charge becomes effective. While the Sponsor is in control, the budget will be certified by an expert as to adequacy.

The Board of Directors of the Association is obligated to provide the Members the above reports and materials.

DOCUMENTS ON FILE

Copies of this Offering Plan and all exhibits or documents filed with the New York State Attorney General shall be available for inspection by prospective purchasers and by any person who shall have purchased securities offered by this Offering Plan or who shall have participated in the offering of such securities, at the on-site office of the Sponsor and shall remain available for inspection for a period of six (6) years from the date of transfer of the first Lot.

GENERAL INFORMATION

Pending Litigation

The Sponsor is not involved in any litigation, nor is the subject of any investigation, which may materially affect the offering, the property, the Sponsor's capacity to perform all of its obligations under the Plan, or the operation of the Association.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, the Sponsor represents that it will not discriminate against any person because of race, creed, color, sex, national origin, age, disability, marital status or any basis prohibited by civil rights laws in the sale of Lots or in the offering of memberships in the Association.

Right to Rescind

The purchaser of a Lot may rescind the purchase offer following a material adverse amendment of this Offering Plan. Rescission shall be in accordance with Section 22.5(a)(5) of Part 22 of the NYCRR governing this Offering Plan.

No Offering to Minors

This Plan is not offered to persons less than 18 years of age.

No Prior Offering

As of the date this Offering Plan is accepted for filing, no contract of sale has been entered into and no deposits or advances of funds have been accepted. All Townhomes offered in this Offering Plan as part of the Association are vacant as of the date this Offering Plan is accepted for filing.

No Contracts Binding Association

Except for the Management Agreement referred to above, the Sponsor has entered into no contract which will be binding upon the Association. The Sponsor, however, reserves the right to enter into contract substantially in accordance with the description of services and charges set forth in the Estimate of Operating Expenses and Reserves set forth in this Offering Plan.

Offering Plan is Fair Summary

This Offering Plan contains a fair summary of the pertinent provisions of the various documents referred to herein and does not knowingly omit any material fact or contain any untrue statement of a material fact relating to the offering. Any information or representation which is not contained in this Offering Plan must not be relied upon. This Offering Plan may not be modified orally. No person has been authorized to make any representations which are not expressly contained herein.



S & J MORRELL INC.
CONSTRUCTION AND SALE
AGREEMENT

TABLE OF CONTENTS

1. DESCRIPTION	Pg. 49
2. CONSTRUCTION	Pg. 49
3. CONTRACT PRICE	Pg. 50
4. DEPOSITS	Pg. 50
5. CONTINGENCIES	Pg. 51
6. ADDITIONAL ITEMS	Pg. 52
7. ARCHITECTURAL FEES	Pg. 52
8. TITLE DOCUMENTS	Pg. 52
9. RECORDING COSTS, MORTGAGE TAX, TRANSFER TAX, & CLOSING ADJUST.	Pg. 53
10. RISK OF LOSS	Pg. 53
11. CLOSING	Pg. 53
12. POSSESSION	Pg. 54
13. BUYER'S DEFAULT	Pg. 54
14. INSPECTION	Pg. 54
15. CERTIFICATE OF OCCUPANCY	Pg. 54
16. MARKETABILITY OF TITLE	Pg. 54
17. MISCELLANEOUS	Pg. 55
18. REPRESENTATIONS	Pg. 55
19. RESPONSIBILITIES OF PERSONS UNDER THIS CONTRACT	Pg. 55
20. ATTORNEY'S APPROVAL	Pg. 55
21. NOTICES	Pg. 55
22. COMMISSIONS	Pg. 55
23. ACCESS TO BUILDING SITE BY BUYER	Pg. 56
24. WARRANTY	Pg. 56
24. ADJOINING PROPERTY DISCLOSURE	Pg. 56
25. LIFE OF OFFER	Pg. 57
ACCEPTANCE	Pg. 57
ADMINISTRATIVE INFORMATION / CONTRACT OF SALE	Pg. 58

S&J MORRELL INC.
CONSTRUCTION AND SALES AGREEMENT

The undersigned, _____, residing at _____, (hereinafter referred to as the "Buyer") offers and agrees to purchase from S&J Morrell Inc., a New York Corporation with a principal place of business at 1501 Pittsford Victor Rd., Suite 100, Victor, NY 14564 (hereinafter referred to as the "Seller") the premises described below for the price and upon the terms and conditions herein set forth.

1. DESCRIPTION

Those certain premises situated in the Town of Victor, County of Ontario and State of New York known and described at Lot No. _____ of the Silverton Glenn Subdivision with the lot size being approximately .08 acres and as per deed (the "Premises").

The Premises are sold together with all rights of Seller in and to any and all streets, roads, highways, alleys, driveways, easements and rights of way appurtenant thereto.

The Premises are sold subject to restrictive covenants of record provided they have not been violated, unless enforcement of the covenants has been barred by Section 2001 of the Real Property Actions and Proceedings Law; utility easements of record, easements common to the tract or subdivision, easements and rights of way shown on the subdivision map, and easements and party wall agreements recorded in the Ontario County Clerk's Office, and also subject to the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens, and the By-Laws for the Silverton Glenn Association, Inc. both of which are included in the Offering Plan for the Silverton Glenn Association, Inc. Buyer acknowledges receipt of the Offering Plan at least three (3) business days prior to the date of this Agreement and the Offering Plan is incorporated in this Agreement by reference and made a part of this Agreement with the same force and effect as if set forth in full. Buyer agrees to be bound by the Declaration, By-Laws and any Rules and Regulations of the Association as they may be amended from time to time. Buyer acknowledges that they are purchasing an interest in the Association, and that except as stated in this Agreement (and as set forth in the Offering Plan), Buyer has not relied upon any representations or other statements of any kind or nature made by Seller or otherwise.

2. CONSTRUCTION

Seller shall construct upon the Premises in accordance with the zoning and tract restrictions as a townhome consisting of five rooms together with an attached garage and having a foundation size of (per plan). The type of townhome is designated as Model _____ which shall be built in accordance with the plans and specifications which are attached hereto and made a part of hereof as approved and initialed by both Buyer and Seller. Seller shall retain the plans and specifications.

The Seller shall furnish all the materials and perform all of the work as shown on the attached plans and specifications. Any changes in the plans or specifications shall be listed on the Change Authorization form to be signed by the Buyer and Seller. The cost of the changes and alterations shall be agreed to in writing by Buyer and Seller. The cost of the changes or any extras beyond the purchase price set forth herein shall be paid by the Buyer in advance when ordered.

Seller reserves the right to substitute terms and materials contained in the plans and specifications with items and materials of equal quality. In addition, the Seller shall determine the grading, elevation, drainage,

tree removal and site plan to ensure compliance with municipal specifications. If undesirable soil or building conditions are encountered prior to or during the construction on said Premises, Buyer agrees to select an alternate lot with the approval of the Seller and to relocate to said alternate lot. The Seller shall obtain and pay for all permits, certificates and licenses necessary for the performance of the work hereunder and shall comply with all relevant statutes, ordinances, codes and regulations and shall maintain Workers' Compensation insurance in accordance with the laws of the state of New York.

Buyer agrees to make prompt selection of materials, colors or style where same is required under this Contract or attached plans and specification in order that work may progress without delay. If Buyer fails to make timely selection, then Seller is empowered to do so and continue with completion of construction.

3. CONTRACT PRICE

Buyer shall pay to Seller for the Premises and the townhome to be constructed thereon the sum of _____ Dollars (\$ _____) plus any additional sums for change orders or extras as provided for herein, which extras shall be paid for in advance and when ordered. The purchase price includes membership in The Silverton Glenn Homeowners Association. The purchase price shall be paid by the Buyer to the Seller as follows:

- A. Upon the signing of this Contract the sum of _____ (\$ _____) is due.
- B. Upon the Buyer's removal of all contingencies and prior to construction commencement, the sum of _____ (\$ _____). When the contingencies are released, all deposits are non refundable.
- C. Upon delivery of the deed, the balance of the purchase price in cash or certified check.

4. DEPOSITS

Buyer is advised that to assure the return of their payments ("deposits") before delivery of the deed in the event this Agreement is terminated for reasons other than Purchaser's default:

The Seller will comply with the escrow and trust fund requirements of General Business Law Sections 352-s(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto.

All deposits, down payments, or advances made by Buyer prior to closing of each individual transaction, whether received before or after the date of consummation of the plan, will be placed, within five business days after the agreement is signed by all necessary parties and a deposit check has been delivered by Buyer, in a segregated special escrow account of Lacy Katzen LLP, as attorneys, the Escrow Agent, whose address is 130 East Main St., Rochester, NY 14604, and whose telephone number is (585) 324-5714. The signatory on this account authorized to withdraw funds is Daniel S. Bryson, Esq. and Robert M. Vigdor, Esq.

The name of the account is Lacy Katzen LLP f/b/o Silverton Glenn Escrow Account, opened at M&T Bank at the Four Corners Office, First Federal Plaza, Rochester, NY 14614. This bank is covered by federal bank deposit insurance. The maximum amount of insurance is \$250,000 per account. If deposits in the aggregate are in excess of the applicable maximum amount, such deposits will not be federally insured in excess of the applicable maximum amount.

The account will be an Interest-On-Lawyer's-Account ("IOLA") pursuant to Judiciary Law Section 497. Interest earned will not be the property of the Buyer, Seller or Escrow Agent, but rather will be paid to the New York State IOLA Fund.

All instruments shall be made payable to or endorsed to the order of Lacy Katzen LLP f/b/o Silverton Glenn Escrow Account.

Within ten business days after tender of the deposit submitted with the purchase agreement, the Escrow Agent will notify the Buyer that such funds have been deposited into the escrow account and will provide the account number. If the Buyer does not receive notice of such deposit within fifteen business days after tender of deposit, the Buyer may cancel the purchase and rescind so long as the right to rescind is exercised within ninety days after tender of the deposit. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited and requisite notice was timely mailed to the Buyer in conformity with the Attorney General's regulations.

The Escrow Agent will hold funds in escrow until other directed in:

1. A writing signed by both Seller and Buyer;
2. A determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or
3. A judgment or order of a court of competent jurisdiction.

If there is no written agreement between parties to release the escrowed funds, the Escrow Agent will not pay the funds to the Seller until the Escrow Agent has given the Buyer written notice of not fewer than ten business days. Thereafter, the funds may be paid to the Seller unless the Buyer has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General regulations and has so notified the Escrow Agent in accordance with such provision.

The Seller will not object to the release of the escrowed funds to a Buyer who timely rescinds in accordance with an offer of rescission contained in the plan or an amendment to the plan; or to all Buyers after an amendment abandoning the plan is accepted for filing by the Department of Law.

In the event this Agreement is terminated for reasons other than Buyer's default, deposits, without interest, will be returned to Buyer within 15 days of such termination.

Upon transfer of title to the Buyer, the deposit shall be paid to the Seller.

YOU, AS THE BUYER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.

5. CONTINGENCIES

This Contract is contingent upon Buyer obtaining a _____ mortgage loan in the amount of _____ (\$ _____) for a term of _____

years. Buyer shall immediately apply for this loan and shall have 2 weeks from contract signature to obtain a written mortgage commitment. If Buyer cannot obtain a written mortgage commitment due to financial non-qualification, either party may cancel this Contract in writing without any further liability to the other and the deposit shall be returned to the Buyer. The conditions of any such mortgage commitment shall not be deemed contingencies of this Contract.

This Contract is further contingent upon Buyer securing a firm Contract for the sale of Buyer's Property located at _____, within 60 days of the date of this Contract. If Buyer is unable to obtain a firm Contract for the sale of the property by such date, then either Buyer or Seller may cancel this Contract by written notice to the other. If Seller receives another acceptable Purchase Offer during this time period, Seller may notify Buyer in writing that Seller desires to accept the other offer and Buyer will then have two (2) days to remove this sale contingency by written notice to the Seller. If Buyer does not remove this contingency after receiving notice from Seller, Buyer's rights under this Contract shall end and Seller shall be free to accept the other Purchase Offer and Buyer's deposit shall be returned. Buyer may not evidence Purchase Ability of Buyer's mortgage loan commitment requires, or may require, the sale and transfer of Buyer's property, and or the completion of any other requirement (excepting only the execution of routine loan documents) as a condition of the mortgage lender disbursing the mortgage loan proceeds. To ensure a coordinated execution of this Contract, the Buyer agrees to list for sale within five (5) days of the date of this Contract Buyer's property located at _____, with _____.

6. ADDITIONAL ITEMS

The approved contract, standard features, general specification, plus any change orders supersede all renderings or blueprints. Items outside the above mentioned documents are considered optional or extra. All items listed on the Contract Price Breakdown noted as "Allowance" are subject to final revision by the Seller.

7. ARCHITECTURAL FEES

Builder to provide architectural services that include full blueprints at 1/4 " scale representative of the contract rendering along with requested design changes noted on the contract on a one time basis only. Requested architectural changes after representative blueprints are produced are charged on a per hour basis at a rate of \$75 per hour.

8. TITLE DOCUMENTS

At the time of closing Seller shall tender to Buyer a Warranty Deed with Lien Covenant conveying good and marketable title in fee simple to said Premises, free and clear of all liens and encumbrances except as otherwise provided herein. Notwithstanding, the Premises shall be subject to covenants, easements and restrictions of record common to the tract or subdivision provided the same has not been violated and further provided that none of the easements encroach on the improvements.

Seller shall also furnish and pay for the cost and delivery to the attorney for the Buyer at least ten (10) days prior to the date of closing and fully guaranteed tax, title and United States District Court searches dated or redated subsequent hereto and for the continuation of said tax, title and United State District Court searches to and including the date of closing and for an Instrument Survey map dated or redated subsequent hereto.

9. RECORDING COSTS, MORTGAGE TAX, TRANSFER TAX AND CLOSING ADJUSTMENTS

Buyer shall pay for recording the deed, the mortgage, the mortgage tax, the town recreation fee, the water meter and connection fees, and the sewer facilities fee. Seller shall pay for town building permit. The current taxes computed on a fiscal year basis excluding any delinquent items, interest and penalties will be prorated and adjusted between Seller and Buyer as of the date of closing. Seller shall pay for the cost of the required real estate transfer tax stamps.

10. RISK OF LOSS

Risk of loss or damage to the Premises by fire or other casualty until closing is assumed by the Seller. If any damage occurs prior to transfer of title and Seller determines that it cannot repair or restore such loss or damage, this Contract shall terminate without any further liability of parties and the Buyer shall have any deposit returned. In the event of a loss prior to purchaser taking possession, the Seller will (i) notify Buyer within 30 days whether or not Seller will repair and restore the home, (ii) the home will be restored as promptly as possible and to substantially the same condition prior to the casualty.

11. CLOSING

After removal of all contingencies, Seller shall notify Buyer of the appropriate time to meet with the Seller's representative and begin making selections pursuant to the Seller's selection sheets and schedule. Failure to complete all selections by _____ will cause a delay in the completion date contained in this paragraph 11, and/or at Seller's option, Seller may complete selections on behalf of Buyer and this Agreement shall continue in full force and effect.

The Seller estimates that construction to begin on or about _____, 20____. The Seller shall have no obligation to commence construction until all contingencies are satisfied and removed in writing signed by the Buyer and delivered to the Seller, and Buyer has paid all required deposits. Seller shall not be obligated to commence construction until Seller has received non-contingent contracts for two units within the subject building. If construction does not commence within 45 days of the estimated construction start date, provided all contingencies have been removed from this Agreement in writing and Buyer has paid all required deposits, Buyer shall have the option of selecting another townhome unit.

The dwelling shall be completed and ready for occupancy (the "Occupancy Date") on or about the latter of (y) _____ months from the "Commencement Date" (defined below) and (z) _____, 20 _____. The Commencement date shall be the last date on which each of the following shall have been accomplished: the commencement of construction, the removal of all contingencies, the payment of all required deposits, and the completion of all selections. Seller, in its sole discretion, may begin construction prior to the Commencement Date. In the event the framing of the building of which this dwelling forms a part is completed on the date this Agreement is accepted by Seller, the Occupancy Date shall be _____ months from the last date on which the Buyer removed all contingencies, paid all required deposits, and completed all selections (the "Interior Build Date"). Seller will provide Buyer with a written notice confirming the Commencement Date or Interior Build Date, as applicable, which notice shall also confirm the Occupancy Date.

The Occupancy Date may be delayed due to circumstances beyond the Seller's control, including, but not limited to adverse weather, material shortages, strikes, labor troubles, damage by fire or other casualty, theft, governmental restrictions, or delay in receipt of materials special ordered for Buyer, in which event

the closing date shall be extended accordingly without liability to Seller. Under no circumstances shall Seller be responsible or liable for any changes in mortgage provisions or interest rates sustained by Buyer from any proposed lending institution resulting from delays caused for whatever reasons.

Buyer agrees to accept transfer of title and make all payments provided for herein within ten (10) days of being notified of completion. The parties agree that the residence shall be deemed complete for closing when a Certificate of Occupancy is issued. Transfer of title shall be completed at the office of Lacy Katzen LLP or at the office of the mortgagee's attorney.

Possession shall be given upon transfer of title and not before.

12. POSSESSION

Buyer shall have possession and occupancy of the Premises as of the closing and transfer of title. Acceptance of transfer of title or occupancy By the Buyer shall be deemed to constitute an acknowledgment of the satisfactory performance of Seller under this Contract except for punch list items to be completed post - closing as set forth in Paragraph "14". No pre-possession or storage is allowed under any circumstances.

13. BUYER'S DEFAULT

If Buyer fails to fulfill Buyer's duties and obligations according to the terms of this Contract, all deposits made by the Buyer may be retained by the Seller. In addition to which the Buyer shall pay Seller the full cost of all extras, upgrades and change orders that were commenced or ordered prior to the date of closing. Retention of any deposit shall not limit Seller from commencing an action for damages or seeking any other remedies allowed in law or in equity.

14. INSPECTION

After the improvement is built and before the transfer of title to or occupancy by Buyer, the Buyer shall arrange for a pre - closing inspection of the improvement with the Seller to determine the extent, if any, of repairs, corrections or further installations required to be made. Seller shall be responsible to make those repairs, corrections or further installations within a reasonable time after transfer and to honor the warranties contained in this Contract. No escrow shall be established or held to secure Seller's obligation to make such repairs, corrections or further installations.

15. CERTIFICATE OF OCCUPANCY

Seller agrees to deliver to Buyer at the time of closing a Certificate of Occupancy issued by the Town of Victor, subject to weather related items.

16. MARKETABILITY OF TITLE

The deed and other documents delivered by Seller shall be sufficient to convey good and marketable title in fee simple to the property free and clear of all liens and encumbrances except as otherwise provided herein. If Buyer raises written objection to Seller's title to the Premises which, if valid, would make the title of the Premises unmarketable, Seller shall have the right to cancel this Contract by giving written notice of the cancellation to the Buyer and by returning the Buyer's deposit. However, if Seller is able to correct the problem which Buyer objects to prior to closing or if Seller is able to obtain at its cost commitment for title

insurance to insure Buyer's interest and the interest of any lender granting a mortgage to Buyer for the purchase of the Premises, then the Contract shall continue in force.

17. MISCELLANEOUS

It is understood and agreed that Seller does not guarantee the health or continued life of any tree or shrubs on the Premises.

18. REPRESENTATIONS

This contract constitutes the entire agreement between the Seller and the Buyer and supersedes all prior or other agreements and representations in connection with this sale and purchase. This Contract cannot be modified except in a writing signed by both parties. All of the terms, covenants, provisions, conditions and agreements in this Contract shall be binding upon and inure to the benefit of the parties and their assigns. This Contract shall be construed in accordance with the laws of the State of New York.

19. RESPONSIBILITIES OF PERSONS UNDER THIS CONTRACT

If more than one (1) person signs this Contract as Buyer, each person and any person who takes over that person's legal position will be responsible for keeping the promises made by Buyer in this Contract.

20. ATTORNEY'S APPROVAL

This Contract is subject to the written approval of Buyer's Attorney, as to form only, within five (5) business days from the date of acceptance by Seller (the "Approval Period"). If Buyer's Attorney does not provide written approval or disapproval within the Approval Period, then Seller's Attorney shall notify Buyer (with copy to Buyer's Attorney) in writing that no approval or disapproval has been received. Buyer shall then have five (5) *calendar days*, inclusive of Sundays and Public Holidays from receipt of the notice (the "Grace Period") to provide written attorney approval or disapproval of the contract. If written attorney approval or disapproval is not provided within the Grace Period then this Attorney Approval contingency shall be deemed waived.

21. NOTICES

All notices given pursuant to any provision of this Contract shall be in writing and shall be effective only if delivered personally or sent by registered or certified mail, postage prepaid, to the parties at their respective addresses set forth above.

22. COMMISSIONS

Buyer represents that no broker has been contracted or engaged by Buyer in connection with the procurement of this Contract except as otherwise set forth herein. Should this representation be contrary to fact, Buyer shall pay any commission due and hold the Seller harmless from any claim or liability therefor arising out of the acts or inactions of the Buyer. This representation shall survive the closing and delivery of the deed to Buyer.

23. ACCESS TO BUILDING SITE BY BUYER

Buyer agrees not to enter upon the building site (lot) during the time of construction without a representative of the Builder being present. Reasonable inspections shall be allowed, by the Builder, upon notice and at mutually agreed upon times. Buyer agrees to hold harmless the Builder from any liability whatsoever to Buyer or Buyers invitees and/or licensees arising out of any entry upon the building site (lot) which is unaccompanied by a representative of the Builder.

24. WARRANTY

There shall be delivered to Buyer at the time of closing all manufacturers' warranties pertaining to the appliances installed in the townhome.

NEW YORK STATE HOUSING MERCHANT IMPLIED WARRANTY AS SET FORTH AND DEFINED IN ARTICLE 36 (B) OF THE NEW YORK STATE GENERAL BUSINESS LAW, SECTION 777-a SHALL APPLY TO THIS CONTRACT. THE SELLER MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, NO HOUSING MERCHANT IMPLIED WARRANTY, NO IMPLIED WARRANTY OF FITNESS, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS CONTRACT OR THE HOME AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS PROVIDED IN THE LIMITED WARRANTY ANNEXED TO THIS CONTRACT. THE EXPRESS TERMS OF THE LIMITED WARRANTY ARE HEREBY INCORPORATED IN THIS CONTRACT AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE THEREOF. SELLER DOES NOT WARRANT CONSUMER PRODUCTS INSTALLED WITHIN THE HOME, INCLUDING BUT LIMITED TO ANY HEAT PUMP, FURNACE, AIR CONDITIONING SYSTEM, SMOKE DETECTOR, METERS, WATER HEATER, RANGE, DISHWASHER, REFRIGERATOR, AND DISPOSAL. SELLER SHALL PROVIDE AND ASSIGN TO PURCHASER THE MANUFACTURER'S WARRANTY FOR ALL CONSUMER PRODUCTS INSTALLED BY SELLER IN THE HOME PURSUANT TO THIS AGREEMENT.

Every structure contains naturally occurring contaminants, including but not limited to radon, animal dander, dust, dust mites, fungi, mold, bacteria and pollen (collectively, "Impurities"). Such Impurities may or may not be airborne and or invisible. Seller does not claim any expertise regarding the identification, remediation, or health consequences of such Impurities. Whether or not the home experiences adverse effects of Impurities depends largely on how Buyer maintains the home after completion of construction, as well as an individual's susceptibility of such Impurities. Buyer should contact federal, state and or local authorities for information regarding Impurities in the home. BUYER AGREES THAT SELLER IS NOT RESPONSIBLE FOR ANY DAMAGES, ILLNESS OR ALLERGIC REACTIONS THAT BUYER, OR BUYER'S FAMILY, GUESTS OR INVITEES, MAY EXPERIENCE AS A RESULT OF IMPURITIES IN THE HOME. SELLER DISCLAIMS ANY LIABILITY RESULTING FROM IMPURITIES IN THE HOME, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, LOSS OF INCOME, EMOTIONAL DISTRESS, LOSS OF USE, LOSS OF VALUE AND OR ADVERSE HEALTH EFFECTS.

25. ADJOINING PROPERTY DISCLOSURE

Seller discloses that any adjoining property is subject to the applicable zoning laws of the Town or Village of Victor and may be subject to future property development. This includes, but is not limited to, town controlled easements, right of ways, inter-community connectivity, as well as, emergency vehicle access to ensure the general health safety, and welfare of town residents.

26. LIFE OF OFFER

This offer is good until _____, 20____, at ____:____ ____.M. Buyer agrees not to withdraw this offer during that period of time.

ACCEPTANCE

DATED: _____
BUYER

DATED: _____
BUYER

DATED: _____
WITNESS

We hereby accept the above offer and agree to build and sell on the terms and conditions set forth herein.

S & J MORRELL INC.

DATED: _____ By: _____

DATED: _____
WITNESS

ADMINISTRATIVE INFORMATION

CONTRACT OF SALE

Property address: _____

Date: _____

Buyer: _____

Seller: S&J Morrell, Inc.

Address: _____

GRAR MLS #: _____

_____, Zip: _____

Address: 1501 Pittsford Victor Rd., Suite 100

Phone: (H) _____ (B) _____

Victor, NY Zip: 14564

Email: _____

Phone: (H) _____ (B) (585) 249-1330

Attorney: _____

Attorney: Daniel Bryson, Esq. – Lacy Katzen LLP

Address: _____

Address: 130 East Main St.

_____, Zip: _____

Rochester, NY Zip: 14604

Phone: (B) _____, (FAX) _____

Phone: (B) (585) 324-5714 (FAX) 269-3010

Email: _____

Email: dbryson@lacykatzen.com

Selling Broker: _____

Listing Broker: Morrell Realty

Address: _____

Address: 1501 Pittsford Victor Rd., Suite 100

_____, Zip: _____

Victor, NY Zip: 14564

Phone: _____ Broker Code: _____

Phone: (585) 249-1330 Broker Code: SJMO

Selling Agent: _____

Listing Agent: Debbie Iezzi

Selling Agent I.D.#: _____

Listing Agent I.D.#: 13185 Phone: 742-2110

Phone: _____; FAX: _____

Listing Agent FAX: 249-1333

Email: _____

Email: debbie.iezzi@morrellbuilders.com

LIMITED WARRANTY

NAME OF BUYER(S): _____

ADDRESS OF BUYER(S): _____

ADDRESS OF HOME WARRANTED: Lot ____, Silverton Glenn, Victor, New York

NAME OF BUILDER: S&J Morrell, Inc.

ADDRESS OF BUILDER: 1501 Pittsford Victor Road, Suite 100
Victor, New York 14564

WARRANTY DATE: Transfer of Title

BUILDER'S LIMIT OF TOTAL LIABILITY: \$100,000.00

ACKNOWLEDGEMENT OF RECEIPT: _____
SIGNATURE

SIGNATURE

This Limited Warranty excludes all consequential and incidental damages except as required by New York State Law.

1. **Limited Warranty.** THE BUILDER MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, NO HOUSING MERCHANT IMPLIED WARRANTY, NO IMPLIED WARRANTY OF FITNESS, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE HOME AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY. THE EXPRESS TERMS OF THE LIMITED WARRANTY ARE SET FORTH HEREIN AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. BUILDER DOES NOT WARRANT CONSUMER PRODUCTS INSTALLED WITHIN THE HOME, INCLUDING BUT NOT LIMITED TO ANY HEAT PUMP, FURNACE, AIR CONDITIONING SYSTEM, SMOKE DETECTOR, METERS, WATER HEATER, RANGE, DISHWASHER, REFRIGERATOR, AND DISPOSAL. BUILDER SHALL PROVIDE AND ASSIGN TO BUYER THE MANUFACTURER'S WARRANTY FOR ALL CONSUMER PRODUCTS INSTALLED BY BUILDER IN THE HOME.

2. **To Whom Given.** This Limited Warranty is extended to the Buyer named on Page One, while the Buyer owns the Home, subject to the Warranty Periods established below in paragraph 5. This Warranty is not transferable to subsequent owners of the Home or other persons.

3. **By Whom Made.** This Limited Warranty is made exclusively by Builder.

4. **Final Inspection.** Prior to the transfer of the deed or occupancy by the Buyer, the Buyer shall inspect the Home at a time agreeable to both Buyer and Builder. A representative of the Builder shall be present at the inspection. The purpose of this final inspection is to discover any defects or flaws of a visible or obvious nature. The Builder may indicate other defects known to the Builder which remain uncorrected at the time of inspection.

All defects or flaws found on final inspection of the Home will be itemized on a Final Inspection Sheet, which shall state each item that will be corrected and generally state the manner for correction. The Final Inspection Sheet will be signed by the Buyer and the Builder before occupancy of the Home or transfer of the deed.

When the Buyer moves into the Home or accepts the deed, the Builder's responsibility is limited to:

(a) completion of items shown on the Final Inspection Sheet, in the manner provided on the Final Inspection Sheet, and

(b) performance of warranty obligations under the provisions of this Limited Warranty, as listed below.

5. **Warranty Coverage and Periods.** The Warranty Period for all coverage begins on the Warranty Date shown on Page One. It ends at the expiration of the coverages shown below:

FIRST YEAR BASIC COVERAGE: For one year from the Warranty Date, the Home will be free from latent defects that constitute:

- (a) defective workmanship performed by the Builder, an agent of the Builder or subcontractor of the Builder;
- (b) defective materials provided by the Builder, an agent of the Builder or subcontractor of the Builder; or
- (c) defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by the Builder.

Workmanship, materials, and design will be considered defective if they fail to meet or exceed the New York State Uniform Fire Prevention and Building Code or the Accepted Standards attached to this Limited Warranty. The Builder agrees to correct stated deficiencies as described in the Accepted Standards.

TWO YEAR MAJOR SYSTEM COVERAGE: For two years from the Warranty Date, the plumbing, electrical, heating, cooling and ventilation systems of the Home which have been installed by the Builder are warranted to be free from latent defects that constitute defective installation by the Builder.

The plumbing system means: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system.

The electrical system means: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The heating, cooling and ventilation system means: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

All systems are exclusive of appliances, fixtures and items of equipment.

Installation will be considered defective if the Builder's workmanship upon the installation fails to meet or exceed New York State Uniform Fire Prevention and Building Code or the Accepted Standards attached to this Limited Warranty. The Builder agrees to correct stated deficiencies as described in the Accepted Standards.

SIX-YEAR MAJOR STRUCTURAL DEFECT COVERAGE: For six years from the Warranty date, the Home will be free from latent defects that are major structural defects, as defined below, and that constitute:

- (a) defective workmanship performed by the Builder, an agent of the Builder or subcontractor of the Builder;

- (b) defective materials provided by the Builder, an agent of the Builder or subcontractor of the Builder; or
- (c) defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by the Builder.

Workmanship, materials, and design will be considered defective if they fail to meet or exceed the New York State Uniform Fire Prevention and Building Code or the Accepted Standards attached to this Limited Warranty. The Builder agrees to correct stated deficiencies as described in the Accepted Standards.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions of the Home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the Home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

6. Exclusions From All Coverages. The following are excluded from the Basic Coverage, Major System Coverage, and Major Structural Defect Coverage:

- (a) Loss or damage caused by workmanship performed by any person other than the Builder, an agent of the Builder, or a subcontractor of the Builder.
- (b) Loss or damage caused by defective materials supplied by any person other than the Builder, an agent of the Builder, or a subcontractor of the Builder.
- (c) Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by the Builder.
- (d) Patent defects including defects shown on the Final Inspection Sheet and defects which an examination of the Home prior to the transfer of the deed or occupancy of the Home would have revealed.
- (e) Defects in outbuildings including but not limited to detached garages and detached carports (excluding outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the Home); site located swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including but not limited to sodding, seeding, shrubs, trees and plantings); off-site improvements or any other improvements not a part of the Home itself.
- (f) After the first year Basic Coverage, concrete floors of the basements and concrete floor of attached garages that are built separately from foundation walls or other structural elements of the Home.

(g) Damage to real property which is not part of the Home covered by this Limited Warranty and which is not included in the purchase price of the Home.

(h) Any damage to the extent that it is caused or made worse by:

(i) Negligence, improper maintenance, or improper operation by anyone other than the Builder, its employees, agents or subcontractors; or

(ii) failure of the Buyer or anyone other than the Builder, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or items of equipment; or

(iii) failure of the Buyer to give notice to the Builder of any defects or damage within a reasonable time; or

(iv) changes in the grading of the ground by anyone other than the Builder, its employees, agents or subcontractors; or

(v) changes, alterations or additions made to the Home by anyone after the Warranty Date shown on Page One; or

(vi) dampness or condensation due to failure of the Buyer or occupant to maintain adequate ventilation.

(i) Any condition which does not result in actual physical damage to the Home.

(j) Loss or damage caused by or resulting from accident, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption, wind-driven water, and not reasonably foreseeable changes in the underground water table.

(k) Loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect.

(l) Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.

(m) Any damage which the Buyer or occupant has not taken timely action to minimize.

(n) Normal wear and tear and normal deterioration.

(o) Insect damage.

(p) Bodily injury or damage to personal property.

- (q) Failure of the Builder to complete construction of the Home.
- (r) Loss or damage which arises while the Home is being used primarily for nonresidential purposes.
- (s) Loss or damage due to abnormal loading on floors by the Buyer or occupant which exceeds design loads as mandated by the New York State Uniform Fire Prevention and Building Code.
- (t) Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair.
- (u) Consequential damages (except where required by New York State law).
- (v) Any claim not filed in a manner set forth below in paragraph 8 entitled, "Step By Step Claims Procedures".

Also excluded from coverage are naturally occurring contaminants, including but not limited to radon, animal dander, dust, dust mites, fungi, mold, bacteria and pollen (collectively, "Impurities"). SELLER DISCLAIMS ANY LIABILITY RESULTING FROM IMPURITIES IN THE HOME, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, LOSS OF INCOME, EMOTIONAL DISTRESS, LOSS OF USE, LOSS OF VALUE AND OR ADVERSE HEALTH EFFECTS.

7. Warranty. If a defect occurs in an item covered by this Limited Warranty, the Builder will repair, replace or pay the Buyer the reasonable cost of repairing or replacing the defective item(s) within a reasonable time after the Builder's inspection or testing discloses the problem and in accordance with the Accepted Standards attached to this Limited Warranty. The choice among repair, replacement or payment is solely that of the Builder.

In no event will the Builder's total liability for deficiencies under this Limited Warranty exceed the Builder's Limit of Total Liability set forth on Page One.

Repair, replacement or payment of reasonable cost for any Major Structural Defect is further limited to (a) the repair of damage to the load-bearing portions of the Home themselves which is necessary to restore their load-bearing functions, and (b) the repair of those items of the Home damaged by the Major Structural Defect which made the Home unsafe, unsanitary or otherwise unlivable.

When the Builder finishes repairing or replacing the defect or pays the reasonable cost of doing so, a full release of all legal obligations with respect to the defect must be signed and delivered to the Builder.

8. Step By Step Claims Procedures.

(a) Written notice of any warranty claim must be made on the attached "Notice of Warranty Claim Form" and must be received by the Builder no later than the first business day after the warranty coverage on that item expires. If this Notice of Warranty Claim Form is not properly completed and received by the Builder by the first business day after the warranty coverage on that item expires, the Builder will have no duty to respond to any complaint or demand, and any or all claims may be rejected. **NOTICE OF WARRANTY CLAIM IS NECESSARY TO PROTECT RIGHTS TO WARRANTY PERFORMANCE UNDER THIS LIMITED WARRANTY.**

(b) No steps taken by the Builder, Buyer or any other person to inspect, test or correct defects will extend any time period under this Limited Warranty. The Builder's response to any complaint or request, other than a timely and properly completed Notice of Warranty Claim Form, will not impair, prejudice or otherwise affect any right of the Builder.

(c) In response to a Notice of Warranty Claim Form, or any other complaint or request of the Buyer, the Builder and the Builder's agents will have the right to inspect and test the portion of the Home to which the claim, complaint or request relates. The Buyer and occupant of the Home must provide reasonable access to the Builder and the Builder's agents during normal business hours to complete inspection, testing and repair or replacement.

(d) The Builder will complete inspection and testing within a reasonable time under the circumstances, not to exceed thirty (30) days after receipt of a timely and properly completed Notice of Warranty Claim Form. Upon completion of inspection and testing, the Builder will determine whether to accept or reject the claim. If the Builder rejects the claim, the Builder will give written notice of that decision to the claimant at the address shown on the Notice of Warranty Claim Form. If the Builder accepts the claim, the Builder will take corrective action within a reasonable time under the circumstances and, upon completion, will give written notice of completion to the claimant at the address shown on the Notice of Warranty Claim Form. The Builder will use good faith efforts to process and handle claims in a timely manner, but all time periods for repair or replacement of defects are subject to weather conditions, Acts of God, availability of materials and other events beyond the Builder's control.

9. Legal Actions.

(a) No claim or cause of action under this Limited Warranty may be commenced or asserted in any suit, action, or other legal proceeding against the Builder in any Court or forum unless notice of the claim or cause of action has been received by the Builder in a timely and properly completed Notice of Warranty Claim Form as provided above in paragraph 8.

(b) No suit, action and proceeding against the Builder under this Limited Warranty may be commenced in any Court or forum after the later of: (i) the date of expiration of the applicable warranty coverage under paragraph 5 of this Limited Warranty, or (ii) sixty (60) calendar days after the Builder has given written notice of rejection of claim or completion of corrective action as provided above in paragraph 8(d).

10. General Provisions.

(a) This Limited Warranty may not be changed or amended in any way.

(b) This Limited Warranty is binding upon the Builder and the Buyer, their heirs, executives, administrators, successors and assigns.

(c) Should any provision of the Limited Warranty be deemed unenforceable by a court of competent jurisdiction, the determination will not affect the enforceability of the remaining provisions.

(d) Use of one gender in this Limited Warranty includes all other genders, and use of the plural includes the singular, as may be appropriate.

(e) This Limited Warranty is to be governed in accordance with the law of New York State.

NOTICE OF WARRANTY CLAIM FORM

Dear Home Owner:

To ask the Builder to correct a defect in your Home that you think is covered by the Builder's Limited Warranty, you must complete this form and deliver it to the Builder. This is necessary to protect your rights to warranty performance under the Limited Warranty. Even if you believe that the Builder is aware of the problem, fill out this form and deliver it to the Builder.

The information you will need to fill out the form will be on Page One of the Limited Warranty. However, if you do not know the answers to any questions, write "Not Known". Please do not leave any item blank.

Name: _____

Address of Home
Warranted: _____

Home Phone: _____

Work or Day Phone: _____

Warranty Date: _____

Describe the defect(s) which you think are covered by the Limited Warranty. Be sure to include when each defect first occurred or when you first noticed it. Use additional sheets, as necessary, to fully describe the problem:

Signature: _____ Date: _____

Signature: _____ Date: _____

FORM OF DEED TO THE ASSOCIATION

WARRANTY DEED

This indenture, made this _____, between

S&J Morrell, Inc., a corporation organized under the laws of the State of New York, with an office and place of business located at 1501 Pittsford Victor Road, Victor, New York 14564, party of the first part, and

Silverton Glenn Association, Inc., a corporation organized under the laws of the State of New York, with an office and place of business located at 1501 Pittsford Victor Road, Victor, New York 14564,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE AND NO/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, do hereby grant and release unto the party of the second part, his successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, described in Schedule A attached hereto and made a part hereof.

This conveyance is made and accepted subject to all public utility easements, easements, covenants and restrictions of record affecting said premises, if any.

Being and hereby intending to convey a portion of the same premises conveyed to the party of the first part by deed recorded in the Ontario County Clerk's Office on _____, in Liber ____ of Deeds, page ___.

Tax Account No.:

Tax Mailing Address:

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 party of the second part, his successors and assigns forever.

And said party of the first part covenant as follows:

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

SECOND. That said 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 grantors 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 WITNESS WHEREOF, the party of the first part have hereunto set their hands and seals the day and year first above written.

S&J MORRELL, INC.

By: _____
Jeff Morrell, Vice President

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

On _____, 201___, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff Morrell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Schedule A Legal Description to Deed

Engineer's Description
for
Silverton Glenn Association, Inc.
Section One

Located in:
Town of Victor
Ontario County, New York

Prepared for:

S&J Morrell Inc.
1501 Pittsford-Victor Road
Suite 100
Victor, NY 14564

Prepared by:

BME | ASSOCIATES

ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS

10 Lift Bridge Lane East
Fairport, New York 14450



Project No. 2249A

April 17, 2012

I. Location of Property and General Site Features

The proposed Silverton Glenn Residential Community includes twenty four (24) patio homes, ninety three (93) "for sale" townhomes, and two (2) 10-bedroom skilled nursing residences (Green House® homes), in the Town of Victor, Ontario County, New York. The twenty four (24) patio homes and the two (2) 10-bedroom skilled nursing residences (Green House® homes) are not part of the Silverton Glenn Association, Inc. The Green House® homes will be owned and operated by St. John's Home.

Section 1 comprises a total of 25.97 acres and includes twenty eight (28) single-family townhouse lots, and four (4) Homeowners' Association parcels ('A-1', 'A-2', 'B', and 'D-1') comprising 13.89 acres, which will be owned and maintained by Silverton Glenn Association, Inc. Section 1 also includes two (2) 10-bedroom skilled nursing residences on a ± 2.31 acre lot. The twenty four (24) patio homes, and the two (2) 10-bedroom skilled nursing residences (Green House® homes) are not part of the Silverton Glenn Association, Inc. The two (2) 10-bedroom skilled nursing residences (Green House® homes) will be operated by St. John's Home.

The future sections 2, 3 and 4 comprises a total of 32.83 acres, of the total 58.8 acre site, and include eleven (11) patio lots (not included in the Silverton Glenn Association Inc.), and sixty five (65) single-family townhouse lots. Future sections 2, 3 and 4 will include 25.13 acres of Homeowners' Association lands, which will be owned and maintained by Silverton Glenn Association, Inc.

The site features and proposed construction improvements are shown on BME Associates drawings 2249A-01 through 16. The Town of Victor Planning Board approved the final subdivision and site plans for section 1 of Silverton Glenn on February 29, 2012.

Access to the site will be from Victor-Holcomb Road (New York State Route 444). The patio lots, townhouse lots, and the two (2) 10-bedroom skilled nursing residences will be served by the three, 60-foot wide, Town dedicated Silverton Glenn, Wyndham Hill, and Ashwood Lane right-of-ways.

II. Description of Lands of the Silverton Glenn Section 1 Homeowners' Association

1. Common HOA lands include parcels 'A-1', 'A-2', 'B', and 'D-1', totaling ± 3.89 acres. Parcel 'A-1' includes conservation easement areas to the Town of Victor and Stormwater Management Facility A. Parcel A-2 includes conservation easement areas to the Town of Victor near lots 75-78. Parcel 'B' includes all of the common and landscaped areas near lots 104-117. Parcel 'D-1' includes the portion of the property in the Village of Victor. The Homeowners' Association will be responsible for the maintenance of all common and landscaped areas.

2. Pavements

A. Individual townhouse driveways:

The Silverton Glenn Association will maintain the individual driveways for lots 75-78 and 94-117, which are to be 16 feet in width. The Homeowners' Association shall be responsible for maintenance of such items as snow removal, pavement repairs, and periodic sealing and resurfacing.

B. Other pavements within the townhouse portion of the development:

The Town of Victor will own and maintain, by dedication, Silverton Glenn, Wyndham Hill, and Ashwood Lane. These roads will be built to conform to the latest specifications of the Town of Victor. The Town of Victor shall be responsible for the maintenance of these roads to include such items as sweeping, snow removal, pavement repairs, and periodic resurfacing.

3. Soil Conditions

Several test pits were done on the site and soils observed were primarily loams. The area appears to be suitable for the proposed development, and no conditions are expected that cannot be handled through normal construction practices, drainage improvements, erosion control, and desiltation measures.

4. Utilities within the town house portion of the development

The design plans for utilities to serve the project have been approved by the appropriate District, Town Engineer, and authorities having jurisdiction, and will be constructed in accordance with the most recent specifications of the appropriate agency.

A. Water Distribution System:

The water distribution system will be constructed in accordance with the most recent standards of the Town of Victor. The system shall provide services for both domestic and fire fighting purposes. The watermains, hydrants, valves, and all other appurtenances within the right-of-way or dedicated easement shall be owned and maintained by the Town of Victor. Each unit will be provided with an individual service and usage will be metered on an individual unit basis by the Town of Victor. Individual homeowners shall be responsible for the maintenance of their own individual water service from the right-of-way or easement line to their home.

B. Sanitary Sewer System:

The sanitary sewer system will be constructed in accordance with the most recent standards of the Town of Victor. A sanitary sewer district was created for the community, with all lots participating in the annual maintenance and administration of the District. Each unit will be served by a four (4) inch PVC sanitary lateral that ties into a PVC sanitary sewer main with a diameter of eight (8) inches. The sanitary sewer system within the right-of-way or dedicated easement shall be owned and maintained by the Town of Victor, which includes the 8" mains and manholes. Individual homeowners shall be responsible for the maintenance of their own individual sanitary lateral from the right-of-way or easement line to their home.

C. Storm Drainage System:

The storm drainage system will be constructed in accordance with the most recent standards of the Town of Victor. The storm drainage system within the right-of-way or dedicated easement shall be owned and maintained by the Town of Victor.

Each unit will be served by a six (6) inch storm lateral which ties into the storm drainage system. Individual homeowners shall be responsible for the maintenance of their own individual storm lateral from the right-of-way or easement line to their home and if necessary, installation and maintenance of sump pumps to drain the sump to the storm lateral. The roadways and lawn areas shall be graded to direct surface runoff to various storm inlets. The dedicated storm drainage system will convey drainage to the on-site stormwater detention facility. Maintenance of this facilities related structures for drainage purposes shall be the responsibility of the Town of Victor.

D. Gas and Electric Service:

The Rochester Gas and Electric Corporation will provide all units with gas and electric service. All gas and electric services will be installed using underground conduits and will be maintained by the appropriate private corporation by easement.

E. Telephone Service:

Telephone services will be provided by Frontier Telephone Corporation and will be by underground conduit. Frontier Telephone Corporation will maintain these services by easement.

F. **Television Cable Service:**

Each individual unit will be equipped to receive television cable service. The homeowner shall be responsible for contracting with the cable company to receive services.

G. **Landscaping Areas:**

The maintenance of the lawn and landscaped areas outside of Town dedicated lands shall be the responsibility of the Silverton Glenn Association. The lands to be maintained by the Silverton Glenn Association are indicated on subdivision drawings 2249A-02 and 2249A-03, as prepared by BME Associates and as described in Section II (1) above.

H. **Lighting:**

Lighting will be provided throughout the project. Individual lamp posts will be provided at the edge of each driveway in the front yard of each lot. Homeowners will be responsible for replacing light bulbs and paying for electric service. The Homeowners' Association will be responsible for the maintenance and repair of the lamp posts. Individual building mounted lighting will supplement street lighting and will be the responsibility of the homeowner.

I. **Sidewalks:**

Sidewalks are proposed along the three (3) dedicated roads. The proposed sidewalks are located in the proposed right-of-ways and will be dedicated to the Town of Victor.

III. Refuse Disposal

As set forth in the offering plan, the Silverton Glenn Association will contract for removal or disposal of all refuse materials for the townhomes. The expense of refuse removal will be included in monthly common charges billed by the Association. Necessary permits for disposal of potentially toxic materials must be secured by the individual homeowner to ensure proper transportation of all waste materials to protect the health, safety, and well being of the public. Existing laws will strictly regulate any toxic wastes produced

By: BME Associates
Name: Peter Vars
Title: President
License No.: 068010



Engineer's Description Addendum #1 for Silverton Glenn Association, Inc.

Located in:
Town of Victor
Ontario County, New York

Prepared for:

S&J Morrell Inc.
1501 Pittsford-Victor Road
Suite 100
Victor, NY 14564

Prepared by:

BME | ASSOCIATES

ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS

10 Lift Bridge Lane East
Fairport, New York 14450



Project No. 2249A

July 20, 2012

Engineer's Description Addendum #1 is intended to amend the Engineer's Description for Silverton Glenn Association, Inc., dated April 17, 2012 ("Description").

The following sections are added to the Description:

Section II, 2 Pavements:

DRIVES, SIDEWALKS & RAMPS:

A. Drives:

(i) Paving (materials, base):

Driveway Materials: Total Driveway Width, 16 feet; Base Material: # 2 Stone Crusher run 7" Thickness followed by Number #1 Stone Crusher Run 1" Thickness followed by 2.5" Blacktop Binder Driveway compacted to 2".

(ii) Curbing (material): Not applicable—none being installed.

(iii) Drainage, Catch basins locations: 100% Dedicated to the Town—Not maintained or owned by the Association.

(iv) Street lighting (material, type, locations): Not applicable—none being installed.

B. Sidewalks:

Sidewalks along the right of way will be dedicated to the Town, and will not be owned or maintained by the Association.

Individual Homeowner sidewalks from driveway to front entry are poured concrete @ 4' wide with concrete thickness of 3.5" on a 6" base of #2 crusher run stone. All sidewalks will be free of tripping or ponding hazards. ADA access to the townhomes is provided via internal garage no-step entry. Homeowners are responsible for all clearing and long term maintenance of the sidewalks from the driveway to the front entry. All sidewalks have been designed for positive drainage and to be flush with adjoining grades with the intent to be free of tripping or ponding hazards.

Section II, 4 Utilities:

Paragraph H. Lighting is revised to read as follows:

No street lighting or post lighting is being provided. Individual outdoor building mounted lights will be on each townhome and electric service, bulb replacement and maintenance will be the responsibility of the individual homeowner.

Give manufacturer, model, lamping requirements; Not applicable—none being installed.

Section II, G. Landscaping Areas:

1. Grass cover (type, location): Lawn Seed is to be installed on all the townhouse and patio lots. The HOA area (outside of the lots) is to be seeded with a combination of a lawn seed mix and a steep slope seed mix. The location of the seeding mixtures are identified on the landscape plan BME drawing number 2249-16 and 17. The seeding mixtures are identified below.

Lawn Seed Mixture shall be provided as follows:

	% BY WEIGHT	% BY PURITY	% GERM
'REPELL', 'CITATION' & 'MORNING STAR' PERENNIAL RYE GRASS	40	85	85
'JAMESTOWN II', 'FORTRESS', 'ENSYLVA' RED FESCUE	20	97	80
'BARON' & 'MIDNIGHT' KENTUCKY BLUEGRASS	40	85	80

SEEDING RATE: 6.0 LBS PER 1,000 SF.

NATIVE STEEP SLOPE MIX WITH ANNUAL RYE GRASS - ERNMX-181

20% LOLIUM MULTI FLORUM	ANNUAL RYEGRASS
20% SCHIZACHYRIUM	'CAMPER' LITTLE BLUEDSTEM
16% ELYMUS CANADENSIS	CANANDA WILD RYE
10% PANICUM VIRGATUM 'SHELTER'	'SHELTER' SWITCHGRASS
8% AGROSTIS PERENNANS	AUTUMN BENTGRASS
8% TRIDENS FLAVUS	PUPLETOP
5% COREOPSIS LANCEOLATA	LANCE LEAVE COREOPSIS
4% AGROSTIS SCABRA	TICKLEGRASS
4% ELYMUS VIRGINICUS	VIRGINIA WILD RYE
3% PENSTEMON DIGITALIS	TALL WHITE BEARD TONGUE
2% MONORADA FISTULOSA	WILD BERGAMONT

SEEDING RATE: 30 LBS PER ACRE OR 1 LB PER 1000 SF

2. Plants (type, location): Townhome foundation plantings will generally consist of, but are not limited or restricted to the following:

- Green Velvet Boxwood
- Crimson Pygmy Japanese Barberry
- Gold False Cypress
- Blue Princess Blue Holly
- Wichita Blue Juniper
- Dwarf Mugo Pine
- Little Princess Spirea

- Old Fashioned Weigela
- Cleveland Select Callery Pear (tree)

Seller/Builder has the right to substitute both the type and/or quantity of foundation plantings based on availability.

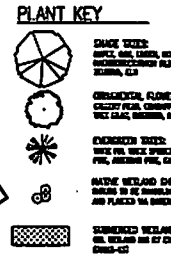
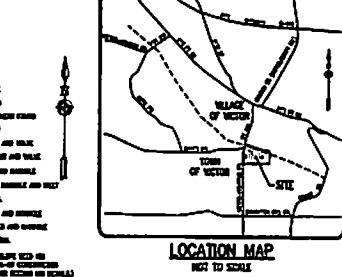
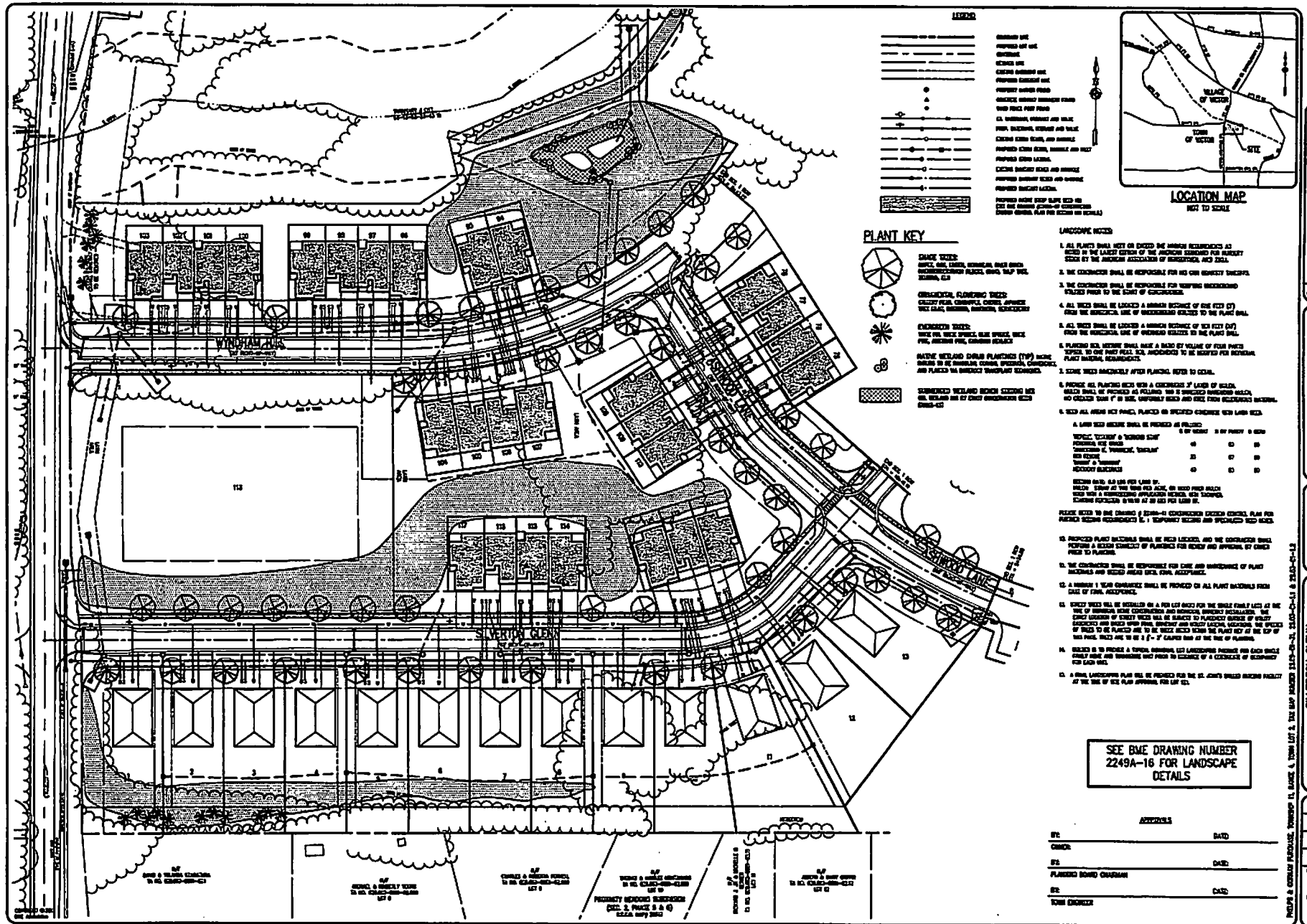
3. Trees (locations, species, number, caliper/size; specify tree pit treatment): See Response #2 for foundation planting quantity and size. Tree planting detail per attached drawing. Street trees are also proposed and the locations and types of trees are identified on the overall preliminary landscape plan BME drawing numbers 2249-16 and 17. Possible shade trees proposed include Maple, Linden, Hornbeam, River Birch, Ginko, Tulip Tree, Zelkova, and Elm trees. There are also evergreen trees proposed along the south property line and along Victor Holcomb Road. Possible Evergreen trees include white fir, white spruce, blue spruce, white pine, Australian pine, and Canadian hemlock. All trees are to be 2-1/2"-3" caliper B & B.

A typical individual lot landscaping package for each single family home and townhouse unit is attached.

4. Fencing (specify material, location, length and height): Not applicable—none being installed.
5. Gates (specify material, location, dimensions): Not applicable—none being installed.
6. Garden walls (specify material, location, length and height): Not applicable—none being installed.
7. Retaining walls (material, coping & anchor, location, dimensions, structural integrity, drainage): Not applicable—none being installed.
8. Display pools and fountains (material and location): Not applicable—none being installed.

Site Plan Detail:

The legible and full size Site Plan is on file with the Town of Victor with specific reference to BME Overall Preliminary Project #2249 documenting site elements. Any curb, curb cut, ramp, tree, tree pits, areaways, steps, hydrants, fencing, drains are to be owned and maintained by the Town. None are to be owned or maintained by the Association.



- LANDSCAPE NOTES**
1. ALL PLANTS SHALL BE SET ON EXCEED THE MINIMUM REQUIREMENTS AS SET BY THE LATEST EDITION OF THE AUSTIN COUNTY PLANNING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS NECESSARY TO INSTALL AND MAINTAIN ALL PLANTS THROUGHOUT THE PROJECT PERIOD.
 2. ALL TREES SHALL BE LOCATED A MINIMUM DISTANCE OF ONE FEET (1') FROM THE STRUCTURE LINE OF BUILT OR EXISTING STRUCTURES TO THE PLANT WALL.
 3. ALL TREES SHALL BE LOCATED A MINIMUM DISTANCE OF TWO FEET (2') FROM THE STRUCTURE LINE OF EXISTING STRUCTURES TO THE PLANT WALL.
 4. PLANTING SET BACKS SHALL BE BASED ON THE VOLUME OF TRAFFIC TRAVELING TO OR FROM THE SITE, AND THE TYPE OF PLANTING MATERIALS TO BE USED FOR THE PLANTING.
 5. PLANTING SET BACKS SHALL BE BASED ON THE VOLUME OF TRAFFIC TRAVELING TO OR FROM THE SITE, AND THE TYPE OF PLANTING MATERIALS TO BE USED FOR THE PLANTING.
 6. PLANTING SET BACKS SHALL BE BASED ON THE VOLUME OF TRAFFIC TRAVELING TO OR FROM THE SITE, AND THE TYPE OF PLANTING MATERIALS TO BE USED FOR THE PLANTING.
 7. PLANTING SET BACKS SHALL BE BASED ON THE VOLUME OF TRAFFIC TRAVELING TO OR FROM THE SITE, AND THE TYPE OF PLANTING MATERIALS TO BE USED FOR THE PLANTING.
 8. PLANTING SET BACKS SHALL BE BASED ON THE VOLUME OF TRAFFIC TRAVELING TO OR FROM THE SITE, AND THE TYPE OF PLANTING MATERIALS TO BE USED FOR THE PLANTING.
 9. PLANTING SET BACKS SHALL BE BASED ON THE VOLUME OF TRAFFIC TRAVELING TO OR FROM THE SITE, AND THE TYPE OF PLANTING MATERIALS TO BE USED FOR THE PLANTING.
 10. PLANTING SET BACKS SHALL BE BASED ON THE VOLUME OF TRAFFIC TRAVELING TO OR FROM THE SITE, AND THE TYPE OF PLANTING MATERIALS TO BE USED FOR THE PLANTING.

SEE BME DRAWING NUMBER
2249A-16 FOR LANDSCAPE
DETAILS

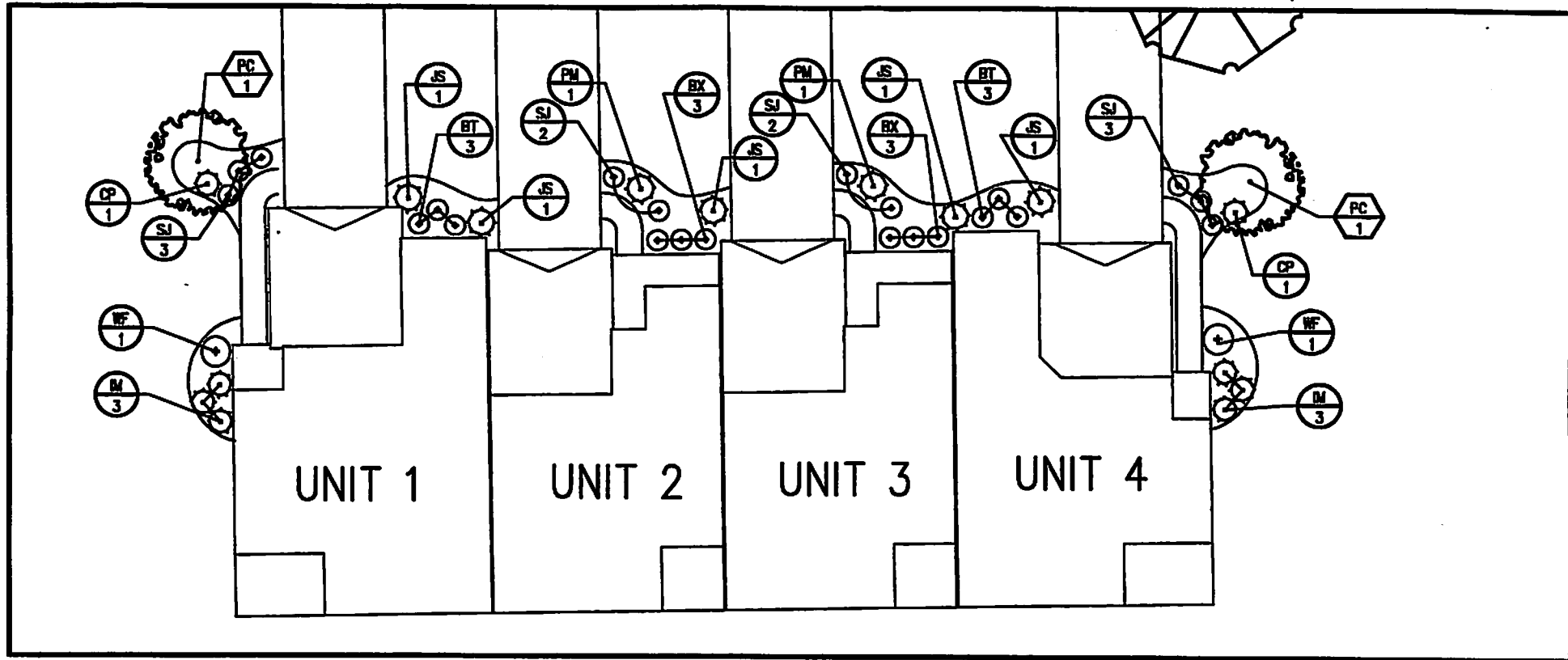
BME ASSOCIATES
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECTS
4000 UNIVERSITY DRIVE, SUITE 100
HOUSTON, TEXAS 77057
PH: 713.861.4400

SILVERTON GLENN
4000 UNIVERSITY DRIVE, SUITE 100
HOUSTON, TEXAS 77057
PH: 713.861.4400

LANDSCAPE PLAN

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

PROJECT NUMBER: 2249A-16
PROJECT OWNER: SILVERTON GLENN
DATE: 09/15/2011
SCALE: AS SHOWN
PROJECT NO.: 2249A
DRAWN BY: J. G. GRIFFIN
CHECKED BY: J. G. GRIFFIN
DATE: 09/15/2011
DATE: 09/15/2011
DATE: 09/15/2011



TOWNHOME LANDSCAPE DETAIL (TYPICAL)

SCALE: 1" = 20'

TOWNHOME FOUNDATION/BUILDING PLANT MATERIALS LIST

TOTAL SITE QTY.	1-UNIT PER BLDG. QTY.	2-UNIT PER BLDG. QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	COMMENTS
84	6		BX	<i>Buxus</i> x 'Green Velvet'	Green Velvet Boxwood	3 gal.	Cont.	
90	6	6	BT	<i>Barberis thunbergii</i> var. <i>atropurpurea</i> 'Crimson Piny'	Crimson Piny Japanese Barberry	3 gal.	Cont.	
30	2	2	CP	<i>Chamaecyparis pisifera</i> 'Filifera Aurea'	Gold False Cypress	3 gal.	Cont.	
90	6	6	IM	<i>Ilex meserveae</i> 'Blue Princess'	Blue Princess Blue Holly (R)	3 gal.	Cont.	
72	5	2	JS	<i>Juniperus scopulorum</i> 'Witchita Blue'	Witchita Blue Juniper	5 gal.	Cont.	
28	2		PM	<i>Pinus mugo</i> 'mugo'	Dwarf Mugo Pine	3 gal.	Cont.	
146	10	6	SJ	<i>Spiraea japonica</i> 'Little Princess'	Little Princess Spirea	3 gal.	Cont.	
30	2	2	WF	<i>Weigela florida</i>	Old Fashioned Weigela	3 gal.	Cont.	
TREES								
29	2	1	PC	<i>Pyrus calleryana</i> 'Cleveland Select'	Cleveland Select Callery Pear	2" cal.	B&B	

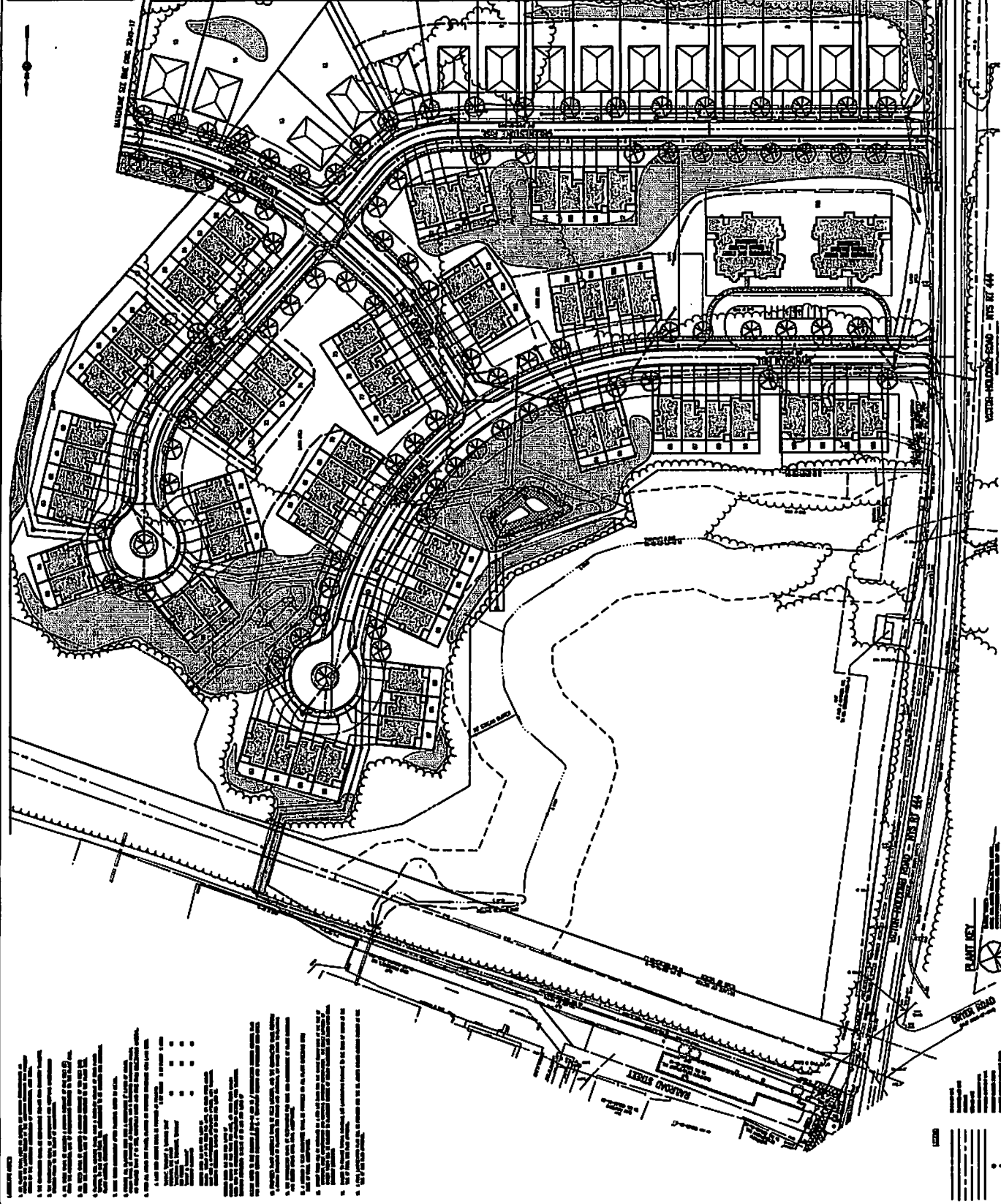
NO.	DESCRIPTION	DATE	BY

BME ASSOCIATES
 ARCHITECTS
 1000 ...
 ...

LANDSCAPE PLAN
 ...

GENERAL NOTES
 ...

DATE	
SCALE	
PROJECT NO.	
CLIENT	
LOCATION	



NO.	DESCRIPTION

GENERAL NOTES

1. ALL PLANTINGS TO BE INSTALLED AS SHOWN ON THIS PLAN.
2. PLANTINGS TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
3. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
4. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
5. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
6. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
7. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
8. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
9. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
10. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.

GENERAL NOTES

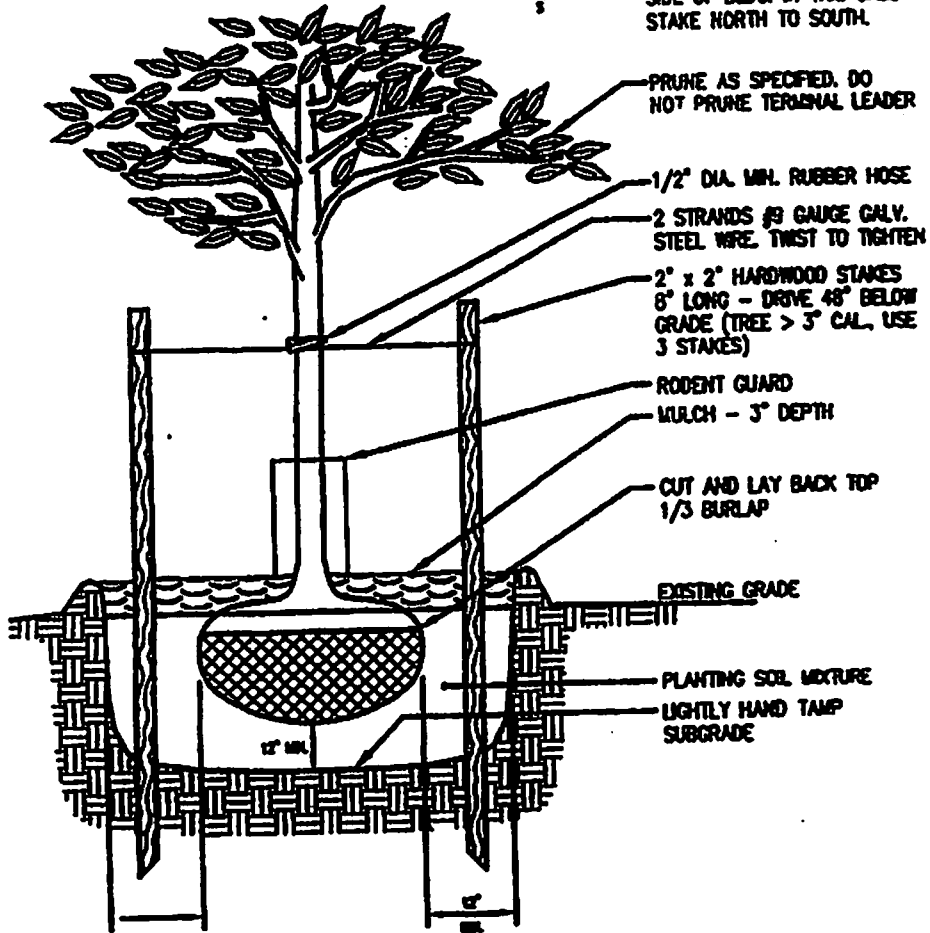
1. ALL PLANTINGS TO BE INSTALLED AS SHOWN ON THIS PLAN.
2. PLANTINGS TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
3. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
4. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
5. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
6. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
7. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
8. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
9. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
10. ALL PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION.



STAKING DETAIL



STAKES TO BE LOCATED
NORTHWEST TO SOUTHEAST
UNLESS TREES ARE ON EAST
SIDE OF BLDG. IN THIS CASE
STAKE NORTH TO SOUTH.



TREE PLANTING DETAIL
R.L.S.

Architect's Description:

Silverton Glenn

**Silverton Glenn Residential Community
Town of Victor
Ontario County, New York**

Prepared for:

S&J Morrell, Inc.
1501 Pittsford Victor Rd., Suite 100
Victor, NY 14564

Prepared by:

James Fahy Design
2024 W. Henrietta Road, Suite 3k
Rochester, NY 14623

April 2012



	<p>that its siding products are free from manufacturing defects in material and workmanship if installed according to their applicable specifications. This warranty is transferable on a prorated basis.</p> <ul style="list-style-type: none"> - Limited Fade Warranty: CertainTeed warrants its siding against excess fade (greater than 4 Hunter units) for 10 years. This warranty is not transferable. - Limited Hail Damage Warranty: CertainTeed provides a limited hail damage warranty. This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty. (Full warranty attached to this document)
Alside Pelican Bay One 7" Shakes	<ul style="list-style-type: none"> - American Original Building Products LLC ("AOBP") warrants to the original homeowner that the product is free from manufacturing defects when properly installed and subject to normal use. - Limited Fade Warranty: AOBP warrants its siding against excess fade (greater than 4 Hunter units) for 10 years. This warranty is not transferable. - Limited Hail Damage Warranty: AOBP provides a limited hail damage warranty. This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty. (Full warranty attached to this document)
Headers, Posts, Garage and Door Trim - MiraTEC	- 50 year limited warranty (full warranty attached)
Louvers & Window Headers - Fypon, Ltd.	- Fypon, Ltd. warrants a lifetime, limited, non-transferable warranty (full warranty attached)
Shutters - Mid America Siding Components	- The Tapco Group™ warrants the property owner a limited lifetime warranty. This warranty is transferable once within 5 years from date of purchase (full warranty attached)

Decking - Fiberon Professional Decking	- 20 year limited residential warranty(Full warranty attached to this document)
Deck Railing - CertainTeed Kingston Vinyl Rail	- Lifetime, limited non-transferable warranty - 5-year SureStart™ warranty (100% replacement and labor costs due to manufacturing defects) - ColorLast™ Lifetime, limited warranty: CertainTeed warrants its railing against excess fading (greater than 4 Hunter units).
Doors - Masonite Belleville Smooth Fiberglass Entry Door - Kolbe Sliding Patio Door	- Masonite Residential Lifetime Limited Warranty.(warranty attached) - Kolbe patio door 10 year limited warranty (warranty attached)
Windows - Vinyl Window Designs Ltd. w/ Tilt Sash	- Limited Lifetime Warranty (Full warranty attached to this document)
Exterior Stone - Ply Gem Stone	- 50 Year Limited Warranty. (Full Ply Gem Stone warranty attached to this document)
Overhead Door - Wayne Dalton Model 8300	- Limited Lifetime Warranty. (Full Wayne Dalton warranty attached to this document)

CertainTeed

Limited Warranty

Asphalt Shingle Products



CertainTeed
SAINT-GOBAIN

Congratulations... and thank you for your recent purchase of one of the fine products from CertainTeed Roofing. Since 1904, CertainTeed has been producing quality roofing products that provide long-lasting beauty and protection for homes of every size, style and age. For over 100 years, the basis for our name, "Quality made certain, satisfaction guaranteed," has been our ongoing philosophy.

Your CertainTeed roofing warranty fully explains how CertainTeed supports its products with the strongest warranty protection available. It is important that you read the warranty section of this brochure. The warranty lists the specific CertainTeed asphalt shingle products that are covered and the period of time for which they are covered. Take the time to understand how CertainTeed protects your purchase by standing behind our products.

Limited, Prorated and Transferable Warranty

This warranty covers asphalt shingle products listed in Table 1, sold only in the United States of America, its territories and Canada.

What and Who is Covered and for How Long

CertainTeed warrants to the original property owner/consumer that, when subject to normal and proper use, its shingles will be free from manufacturing defects for the length of time specified in Table 1 and that CertainTeed will pay to repair, replace or clean, at its option, any shingles CertainTeed determines are defective under the terms of this Limited Warranty. In the event of repair, replacement or cleaning pursuant to the terms of this Limited Warranty, the warranty applicable to the original shingles shall apply to the repaired, replaced or cleaned shingles and will extend for the balance of the original warranty period.

The Lifetime warranty period offered for certain shingles in Table 1 is only available to individual homeowners. The warranty period for shingles installed on premises not used by individual homeowners as their residence is limited as specified in Table 1. All other structures and property owners (e.g. corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations or cooperative housing arrangements, apartment buildings, and any other type of building or premises not owned by individual homeowners) are limited to either a 50-year or 40-year warranty period described in Table 1.

Lifetime means as long as the original individual home owner (or the second owner, if the warranty was properly transferred during the SureStart period) owns the property where the shingles are installed.

SureStart™ Protection

Because CertainTeed roofing products are manufactured to the highest quality standards, we confidently include the additional assurance of SureStart™ protection. SureStart provides the strongest non prorated protection you can get in the vital early years of your new roof.

All of CertainTeed's shingle products are covered by SureStart protection. Under this warranty feature, CertainTeed, at no charge, will pay to repair or replace, at its option, any shingles CertainTeed determines are defective during the SureStart period. Note: Wind warranty and algae warranty are covered separately as described on pages 4 & 5. The SureStart period begins on the date of application and terminates following the period specified in Table 1. CertainTeed's maximum liability under SureStart is equal to the reasonable cost of comparable replacement shingles and labor as determined by CertainTeed to replace or repair the defective shingles. Roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty, except for certain products with Lifetime warranty periods specified in Table 1, for which CertainTeed's maximum liability also includes the cost of roof tear-off and disposal.

In instances in which CertainTeed, under the terms of this warranty, has agreed to pay the reasonable cost of labor required to repair or replace defective shingles, CertainTeed will provide reimbursement only upon receipt of a copy of the contractor's invoice or other written evidence of the completion of such work which CertainTeed, in its sole discretion, deems acceptable.

SureStart protection does not extend to any shingles applied to non-ventilated or inadequately ventilated roof deck systems as determined by CertainTeed, except as stated on page 4. CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles applied to a non-ventilated or inadequately ventilated roof deck system is calculated using the

reasonable cost of comparable replacement shingles as determined by CertainTeed less 1/120th of that amount multiplied by the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty.

Beyond SureStart Protection

If CertainTeed determines its shingles are defective after the SureStart period, CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles will be calculated using the reasonable cost of comparable replacement shingles as determined by CertainTeed less the Reduction Figure Per Month, specified in Table 1, for the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty.

TABLE 1

Lifetime Products ^A	Warranty Period	SureStart Period	Wind Warranty Miles Per Hour	Algae Resistant Warranty Period ¹	Reduction Figure Per Month
Grand Manor™ Presidential Shake™ TL Presidential Solaris™ Landmark™ TL Presidential Shake™ (& IR) ² Carriage House™ Landmark™ Premium Landmark Solaris™ (& IR) ² Landmark™ PRO Highland State™ (& IR) ² Independence™	Lifetime ^A	10 Years	110††	15	1/600*
Lifetime Products ^B	Warranty Period	SureStart Period	Wind Warranty Miles Per Hour	Algae Resistant Warranty Period ¹	Reduction Figure Per Month
Landmark™ IR ² Landmark™ Matteras ^o	Lifetime ^B	10 Years	110††	10	1/600*
20-, 25- and 30-Year Products	Warranty Period	SureStart Period	Wind Warranty Miles Per Hour	Algae Resistant Warranty Period ¹	Reduction Figure Per Month
XT 30™ (& IR) ²	30 Years	5 Years	70†††	10	1/350
XT 25™	25 Years	5 Years	60	10	1/300
CT 20™	20 Years	3 Years	60	10	1/240
Any shingles applied to any inadequately ventilated roof deck	10 years†	N/A	N/A	N/A	1/120

A. The Lifetime Warranty period is only available to individual homeowners. The warranty period for these shingles installed on premises not used by individual homeowners as their residence is limited to 60 years and the SureStart period is 10 years following the installation of the shingles. Roof tear-off and disposal expense, incurred during repair or replacement are covered or reimbursed by this Limited Warranty. Limited Warranty transferees during the SureStart period are limited to a 50-year warranty period (see section titled "Transfers During the SureStart Period" for details).

B. The Lifetime Warranty period is only available to individual homeowners. The warranty period for these shingles installed on premises not used by individual homeowners as their residence is limited to 40 years and the SureStart period is 5 years following the installation of the shingles. Limited Warranty transferees during the SureStart period are limited to a 40-year warranty period (see section titled "Transfers During the SureStart Period" for details).

* For Lifetime products, at the completion of the 40th year the reduction figure will remain at 480/600, or 20% of the total maximum liability.

† For details of warranty coverage for shingles installed on inadequately ventilated roof decks on both residential and commercial buildings, see provisions under "Inadequately Ventilated and Non-Ventilated Decks."

†† Wind warranty upgrade – These products are warranted to resist blow-off due to wind velocities, including gusts, up to a maximum of 130 miles per hour during the first fifteen (15) years, provided all of the following conditions are met:

1. The CertainTeed shingles are not applied over existing roof shingles (roof-overs are not permitted).
2. The CertainTeed specified corresponding hip and ridge accessory products are installed as cap shingles (Shadow Ridge™, Cedar Crest™, Shingle Ridge™, Mountain Ridge™, Landmark Solaris™ (& IR) and Hatters™).
3. The CertainTeed specified corresponding starter shingles are installed along the roof eaves and rakes (Swiftstart™, High-Performance Starter and Presidential Starter).

(Note: In Florida, CertainTeed will waive the requirement of applying starter shingles along the roof rake if all of the following conditions are met: The applicable building code requires that asphalt roof shingles be embedded in an 8-inch-wide bed of asphalt roofing cement applied along the roof rake edges. And, the shingles are installed and embedded in an 8-inch-wide bed of asphalt roofing cement along the roof rake edges in accordance with the code.)

††† The Wind warranty for XT 30 (& IR) for the Northwest region is 80 mph. The Wind warranty is 100 mph in Hawaii and Alaska only.

¹Algae Resistant Warranty period applies only to the Algae Resistant (AR) version of the pertinent shingle.

²CertainTeed's Impact Resistant (IR) versions of Landmark™, Presidential Shake™, Highland Slate™, Landmark Solaris™, and XT™-30 shingles comply with UL 2218 Impact Resistance of Prepared Roof Covering Materials test criteria at time of manufacture.

Transferability

This Limited Warranty is transferable, but only by the original property owner/consumer to the first subsequent property owner. After the Limited Warranty has been transferred once, it is no longer transferable. The warranty transfer is only effective if the subsequent property owner provides written notice of the transfer to CertainTeed within sixty (60) days from the real estate title transfer date. (Notice must be sent to CertainTeed Roofing Technical Services Department, 1400 Union Meeting Road, Blue Bell, PA 19422.)

Transfers During the SureStart Period

If this Limited Warranty is properly transferred during the product's SureStart period, the warranty for the new owner is the same as it would have been for the original owner, except for certain products with Lifetime warranty periods where the duration of the transferred warranty will be 50 years or 40 years as specified in Table 1, measured from the beginning of the SureStart period (i.e. the date of installation), and the remaining period of SureStart protection will be available to the subsequent property owner.

Transfers After the SureStart Period

If this Limited Warranty is properly transferred by the original property owner/consumer after the SureStart period, the warranty following the transfer will be limited to two (2) years from the date of real estate title transfer. The warranty obligation will be calculated as explained in the section titled "Beyond SureStart Protection."

Limitations

This Limited Warranty does not provide protection against, and CertainTeed will have no liability for, any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Winds, including gusts, greater than the Wind Warranty MPH in Table 1.
- Damage caused by lightning, hailstorm, earthquake, fire, explosion, flood or falling objects.
- Damage caused by tornado, or hurricanes (other than as warranted under Wind Warranty MPH in Table 1).
- Distortion, cracking or other failure or movement of: the base material over which the shingles are applied, the roof deck, or the walls or foundation of the building itself.
- Damage caused by structural changes, alterations or additions, or by the installation of equipment (such as, but not limited to, arials, signs or air-conditioning equipment) to the building after the original shingles have been applied.
- Shading, stains or discoloration to the shingles arising from outside sources such as, but not limited to, algae (unless blue-green algae as described in the section titled "Limited Algae Warranty"), fungus, moss, lichens or other vegetation, mold or mildew growth, or paints, chemicals or other similar materials.
- Misuse, abuse, neglect, or improper transportation, handling or storage of the shingles.
- Installation of the shingles over non-approved roof decks as more fully explained in CertainTeed's Installation Instructions published at the time of original installation.

- Damage caused by improper installation or installation not in accordance with CertainTeed's installation instructions published at the time of original installation.
- Damage to the shingles, the roof deck or the structure caused by ice backup or ice damming.
- Vandalism or acts of war.
- Any other cause not a result of a manufacturing defect in the shingles.

Mold and mildew are functions of environmental conditions and are not manufacturing defects. As such, mold and mildew are not covered by this Limited Warranty or any implied warranty.

CertainTeed reserves the right to discontinue or modify any of its products, including the color of its shingles, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event replacement material varies in color in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

Inadequately Ventilated and Non-Ventilated Decks

Any shingles applied to inadequately ventilated or non-ventilated decks, other than the shingles and deck systems described in the section titled "Insulated Decks and Radiant Barriers," are subject to a reduced limited warranty period of ten (10) years and do not qualify for SureStart Protection. SureStart Protection and the Warranty Period applicable to the shingle are available if CertainTeed determines that the shingle damage was caused exclusively by a manufacturing defect that is unrelated to the inadequate roof system ventilation.

Insulated Decks and Radiant Barriers

CertainTeed's Limited Warranty, including SureStart Protection, will remain in force when its fiber glass shingles are applied to roof deck assemblies where foam insulation is prefabricated into the roof deck system (often called "nailboard insulation"), where insulation is installed beneath an acceptable roof deck system, or where radiant barriers are installed, with or without ventilation, directly below the deck. Acceptable roof deck surfaces must consist of at least 3/8" thick plywood or 7/16" thick Oriented Strand Board (OSB) and slopes must be 2:12 or greater. If a different deck surface material will be utilized, please contact CertainTeed's Technical Services Department for assistance. (See the following important restrictions.)

The design professional is responsible for ensuring: 1) the proper quality and application of the insulation and/or radiant barrier, 2) the provision of adequate structural ventilation and/or vapor retarders as determined to be necessary, and 3) that all local codes are met (particularly taking into account local climate conditions). Special attention must be taken if cellular foam, fiber glass, cellulose insulation or other highly permeable insulation will be used in an unventilated system, or if the insulation/rafter or insulation/joist planes may create an air leak that could lead to moisture transmission and condensation problems. All these important factors and decisions, while not the responsibility of CertainTeed, are critical to assure proper deck system performance.

Ventilated Nail-Base Roof Insulation

Ventilated Nail-Base Roof Insulation products (e.g. Flint Board™ CV) are made of rigid insulation (typically foam board) and another layer of material that provides air space above the insulation and below the nailable deck (which is typically at least 7/16" thick OSB or 3/8" thick plywood). These products can provide soffit-to-ridge ventilation, and if installed in accordance with the deck manufacturer's instructions to achieve sufficient ventilation, will not reduce the scope or length of CertainTeed's Limited Warranty coverage.

Limited Algae Warranty

Blue-green algae, which is commonly but incorrectly called "fungus," can create unsightly streaking on shingles. CertainTeed warrants that the Algae-Resistant (AR) versions of the products in Table 1 will remain free from blue-green algae growth (but not mold or mildew growth) which adversely affects the overall appearance of said shingles for a period of ten (10) or fifteen (15) years, as noted in Table 1.

If during the Algae-Resistant Warranty Period specified in Table 1, the overall appearance of the Algae-Resistant shingles is adversely affected by blue-green algae, CertainTeed will pay the reasonable cost to replace or clean at its option, any affected shingles. In the event of replacement or cleaning, for the remainder of the Algae-Resistant Warranty Period,

CertainTeed's maximum contribution towards subsequent replacement or cleaning will be calculated using the Algae-Resistant Warranty Period specified in Table 1, less a prorated adjustment that reflects the number of months that have elapsed from the start of the Algae-Resistant Warranty Period to the date of reoccurrence.

WARNING: FOR LOW-VOLUME RAIN AND SALT FOG AREAS

In areas of low-volume rain (e.g. areas that receive insignificant rainfall during a 90-day period) and/or "salt fog" (e.g. parts of the Southern California coastline), copper released by algae-resistant (AR) granules or shingles can react with aluminum in gutters and cause severe corrosion of the gutters. In such regions, CertainTeed strongly recommends that vinyl or copper gutters, not aluminum gutters, be used with algae-resistant shingles. CertainTeed disclaims all liability and responsibility for any damages that may result from the use of its algae-resistant shingle products with copper granules where gutters containing aluminum are used.

Limited Wind Warranty

CertainTeed warrants its shingles will resist blow-off damage due to wind velocities, including gusts, up to the maximum wind velocity per the Wind Warranty MPH specified in Table 1 during the first fifteen (15) years of the warranty for Lifetime products and during the first five (5) years for all other products listed in Table 1.

CertainTeed's obligations and liability for shingle blow-off damage during the wind warranty periods as specified above are limited as follows:

- If shingles blow off because the shingle's self-sealing asphalt strips did not activate, CertainTeed will have no liability or warranty obligation unless CertainTeed is afforded the opportunity to hand seal, at its expense, any non-sealing shingles.
- If shingles blow off even though the shingle's self-sealing asphalt strips did activate, CertainTeed will furnish replacement shingles without charge, but only for damaged or blown off shingles. CertainTeed will not be responsible for or reimburse labor costs, roof tear-off, metal work, flashing and disposal expenses, or any other costs pertaining to removal or replacement of damaged shingles. Any costs in excess of CertainTeed's material contribution are the property owner's responsibility (and may be covered by homeowner's insurance).
- CertainTeed shall have no liability for any shingles not fastened in accordance with CertainTeed Installation Instructions published at the time of original installation.
- CertainTeed shall have no liability for any damage to persons or property caused by blown off shingles.
- CertainTeed's maximum liability during the wind warranty period is the reasonable cost of hand sealing all of the shingles on the roof.

Flintlastic™ SA (Self-Adhering) System

For low slope residential roofing projects less than 2000 square feet (20 squares), CertainTeed offers a limited roof membrane warranty as follows: A 10-year warranty duration on a single ply of Flintlastic SA Cap sheet over a primed plywood roof deck or a 12-year warranty duration for a two-ply system consisting of a Flintlastic SA Nail Base and a Flintlastic SA Cap sheet, provided the Flintlastic products were applied in accordance with CertainTeed's current installation instructions published at the time of installation.

CertainTeed warrants the roof membrane, subject to the following terms, conditions, limitations, and exclusions, for the duration specified above from the date of completion of the roof membrane installation. If during the duration of this Limited Warranty, a manufacturing defect in the roof membrane causes a leak, CertainTeed or its designated roofing contractor will, at CertainTeed's sole discretion, repair or replace the roof membrane materials only as necessary to restore it to a watertight condition.

Only manufacturing defects in the roof membrane that cause leaks are covered by this Limited Warranty. CertainTeed's MAXIMUM LIABILITY during the first year of this warranty is the original cost of the CertainTeed membrane materials only. After the first year, CertainTeed's maximum liability is the original cost of the CertainTeed materials used on the roof reduced by 8.3% for 12-year warranty and 10% for 10-year warranty during each subsequent year, less any costs previously incurred by CertainTeed for repair or replacements.

Roof components which are not part of the roof membrane and hence not covered by this Limited Warranty include, but are not limited to, the following: underlying roof deck, insulation, vapor retarders, fasteners, metal work, drains, pitch pans, expansion joints, skylights, vents,

plastic accessories, any flashing, decorative or reflective coating, surfacing and/or any aggregates. In no event, however, will CertainTeed be responsible for any costs related to the removal or abatement of any asbestos present in any existing roof system to which the CertainTeed roof membrane is applied.

What the Customer Must Do

If you believe your shingles have a manufacturing defect, you must promptly notify CertainTeed and provide proof of property ownership and the date of shingle purchase and application. Unless you provide such proof, CertainTeed will use the date of manufacture to calculate the start of the warranty period. In order to properly evaluate and process a warranty claim, CertainTeed may require the property owner to submit a shingle sample to CertainTeed for analysis and/or permit a CertainTeed representative to make repairs to, take photographs of, and/or take samples from the roof, if required. CertainTeed will evaluate each properly reported claim and will repair, replace, clean or reimburse the property owner for the shingles it determines are defective, in accordance with the terms of this Limited Warranty within a reasonable amount of time. For more details about submitting a warranty claim, visit www.ctroof.com or call (800) 345-1145.

Please send all notifications and correspondence to:
CertainTeed Corporation, 1400 Union Meeting Rd., P.O. Box 1100, Blue Bell, PA 19422,
Attn: CertainTeed Roofing Technical Services Department. Telephone number: 800-345-1145.

Warranty Registration (not required)

You may register your product warranty on CertainTeed's website: www.certainteed.com/warrantyreg. Each registrant receives a registration confirmation number by return e-mail that can be printed and kept with this Limited Warranty and your proof of purchase. If you do not have internet access, you can register your shingles by sending: (1) your name, address, and telephone number; (2) the name and contact information of the contractor who installed your shingles and the original date of installation; and, (3) the type, color and number of squares of your shingles to: CertainTeed Corporation, 1400 Union Meeting Rd., P.O. Box 1100, Blue Bell, PA 19422, Attn: CertainTeed Roofing Technical Services Department. CertainTeed will register your information and mail you a confirmation number. Failure to register this warranty does NOT void the warranty or any of its terms.

For Your Records

Product Purchased: _____ Date of Installation: _____
Roofing Contractor: _____ Contractor's Telephone No. _____

This warranty applies to shingles installed during the calendar year of 2012.
(The warranty in effect at the time the material is originally installed is the applicable warranty.)

Limited Warranty and Limitation of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES, AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT OR CLEANING ALGAE-RESISTANT SHINGLES IN THE CASE OF ALGAE GROWTH AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS LIMITED WARRANTY EXCEED THE REASONABLE COST OF SHINGLES AND LABOR TO REPLACE OR REPAIR THE DEFECTIVE SHINGLES.

This Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers and/or CertainTeed field representatives.
This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State, or Province to Province.

Roofing Plants and Regional Sales Office

CertainTeed roofing products are sold by CertainTeed Roofing in nine sales regions. They are manufactured in ten residential roofing plants and one commercial roofing plant. Since the early 1900s, CertainTeed Corporation has been an innovator in the building materials industry and today is a leading manufacturer of building materials including residential and commercial roofing, vinyl and fiber cement siding, vinyl windows, composite decking and railing, fiber glass insulation, vinyl fence, and piping products. The company is headquartered in Valley Forge, Pennsylvania, and employs more than 7,000 employees at approximately 50 manufacturing facilities throughout North America. Continuing the 100-year commitment of "Quality made certain, Satisfaction guaranteed™," CertainTeed remains one of the most trusted names in the industry. More information is available at www.certainteed.com.

This document is also available in Spanish and French.

Call 1-800-782-8777 or go to www.certainteed.com.

Se puede obtener este documento en español. Favor de llamar 1-800-782-8777.

Ce document est disponible en anglais et en espagnol. Composez le 1-800-782-8777.

ASK ABOUT OUR OTHER CERTAINTEED® PRODUCTS AND SYSTEMS

ROOFING • SIDING • TRIM • DECKING • RAILING • FENCE • FOUNDATIONS
GYPSUM • CEILINGS • INSULATION • PIPE

www.certainteed.com <http://blog.certainteed.com>

CertainTeed Corporation
P.O. Box 860 / Valley Forge, PA 19482
Professional: 800-233-8990 / Consumer: 800-782-8777

©1/12 CertainTeed Corporation, Printed in U.S.A.
20-20-3333



MASTIC HOME EXTERIORS

WARRANTIES

+

USE AND CARE GUIDE



MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY

Premium guarantee of lasting quality and peace of mind — backed by Mastic, a trusted industry leader for 50+ years.

See respective warranties for complete details.

VINYL SIDING, VINYL SOFFIT AND VINYL ACCESSORIES
CEDAR DISCOVERY AND ACCESSORIES
DESIGNER ACCENTS
ALUMINUM SIDING, SOFFIT, SELECT TRIM SHEET AND ACCESSORIES
RAIN REMOVAL SYSTEMS

20 YEAR WARRANTY GUTTER COIL



HOW TO CARE FOR YOUR PRODUCTS FROM MASTIC HOME EXTERIORS BY PLY GEM.

Your selection of Mastic Home Exteriors by Ply Gem Siding and/or Aluminum products to cover your most valuable investment should provide a beautiful appearance and long-lasting protection. To keep your home beautiful over the years, you should implement the following procedures at least annually for the major care of your Mastic Home Exteriors by Ply Gem Siding and Aluminum Products:

- 1. General Cleaning.** Use an ordinary garden hose to give your siding a light rinse working from the top down.
- 2. Moderate Atmospheric Dirt.** We recommend at least an annual washing with clear water using a garden hose and soft-bristled brush. A long-handled car washing brush is ideal for this purpose.
- 3. Heavy Industrial Atmospheric Dirt.** Wash in the manner indicated above, but use the following solution:
 - 1/3 cup detergent (Tide®, for example)
 - 2/3 cup trisodium phosphate
 - 1 gallon water
- 4. Mildew Accumulation.** Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly cared for and maintained. Normally, mildew will appear as black spots. Mildew can be removed by using the basic cleaning solution above with the addition of sodium hypochlorite as follows:
 - 1/3 cup detergent (Tide®, for example)
 - 2/3 cup trisodium phosphate
 - 1 quart sodium hypochlorite 5% solution (Clorox®, for example)
 - 3 quarts water
- 5. Additionally for Aluminum Products.** For caulking compounds, tar and similar substances use mineral spirits in reasonable amounts and apply directly to the foreign substance. Immediately after cleaning, rinse the area thoroughly with water.

instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clear water. Excessive scrubbing is unnecessary, can be harmful to the products, and may cause undesirable glossy areas over the finish.

CAUTION: Do not use or mix sodium hypochlorite with other household chemicals or products containing ammonia. To do so will release hazardous gases.

CAUTION: Use care not to saturate window and door openings when cleaning your Mastic Home Exteriors by Ply Gem siding and aluminum products.

TIP: Where the house is extremely dirty, it is recommended you start washing from the bottom and go to the top, rinsing frequently. Cleaning solutions should be permitted to stand on the surface of the siding and/or soffit for several minutes before rinsing.

TIP: Pay particular attention to areas under eaves, porches, awnings, and other overhangs that have limited exposure to the natural washing effect of rainfall.

CAUTION: Do not exceed the recommended concentrations of cleaners; to do so can cause damage to the products' surface. Avoid skin and



MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY VINYL SIDING, VINYL SOFFIT + VINYL ACCESSORIES

Mastic Home Exteriors by Ply Gem Vinyl Siding, Vinyl Soffit and Vinyl Accessories (the "Products") are manufactured in accordance with high standards and tight quality controls. The Products will not rust or corrode because they are made of vinyl, and they will not flake or peel because there is no paint to flake or peel.

WHAT DOES THIS WARRANTY COVER?

Limited Lifetime Warranty Manufacturing Defects. Mastic Home Exteriors by Ply Gem warrants to you, the owner of the property at the time the Products were installed, that the Products are free from defects in material and workmanship in the course of manufacture if installed according to our specifications.

Limited Fade Warranty. Mastic Home Exteriors by Ply Gem also warrants to you that for a limited period specified below, the Products will not excessively fade. "Excessive Fading" is more than "normal fading" (see below) which is in excess of a Delta E of 4 Hunter units, as determined by Mastic Home Exteriors by Ply Gem.

Limited Hail Damage Warranty. Mastic Home Exteriors by Ply Gem also provides you with a limited hail damage warranty, more fully outlined below.

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

HOW LONG DOES THE COVERAGE LAST?

Limited Lifetime Warranty Manufacturing Defects. If you are an individual, this Limited Lifetime Warranty lasts for the life of the property on which the Products were originally applied ("Property") for as long as you own the Property. If you are not an individual (e.g., you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.), the warranty period will be 50 years from the date of original installation of the Products on the Property, prorated as outlined in the Warranty Coverage Schedule below. This Limited Lifetime Warranty may be transferred with the Property. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation of the Products on the Property, prorated in accordance with the Warranty Coverage Schedule below.

Limited Fade Warranty. Mastic Home Exteriors by Ply Gem excessive fade warranty will last as long as Mastic Home Exteriors by Ply Gem Limited Lifetime Warranty lasts, and upon transfer with the Property, shall continue based upon the coverage terms for the Mastic Home Exteriors by Ply Gem Limited Lifetime Warranty.

Limited Hail Damage Warranty. Mastic Home Exteriors by Ply Gem hail damage warranty will last as long as Mastic Home Exteriors by Ply Gem Limited Lifetime Warranty lasts, and upon transfer with the Property, shall continue based upon the coverage terms for the Mastic Home Exteriors by Ply Gem Limited Lifetime Warranty.

WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following:

Limited Lifetime Warranty Manufacturing Defect. We will repair, replace or refund the purchase and installation price of the defective portion of our siding that blisters, checks, crazes, flakes, peels or weathers unevenly due to a defect in our manufacturing process. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products found to be defective and the cost of the labor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your responsibility.

Limited Fade Warranty. We will repair, replace or refund the initial purchase and installation price of any portion of our siding that experiences excessive color fade after the installation of the siding, subject to our examination of a siding sample and you performing at least annually as preventative maintenance the cleaning. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products found to be defective and the cost of the labor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your responsibility.

Limited Hail Damage Warranty. It is your responsibility to pursue the cost of repair or replacement of damaged material through your homeowner's insurance or all other applicable insurance coverage. After you exhaust such coverage, if you have any Product cost that you have incurred in the purchase of the Product that is necessary to replace the Product on your Property which was damaged by hail, and those costs are in excess of your total insurance coverage (excluding your insurance deductible), we will reimburse you for that difference, up to the cost of replacement Product for the damaged Product. Any additional costs and expense beyond those amounts are your responsibility. We will have no responsibility for any costs associated with the labor required to remove, replace or install any Product.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

If we elect to repair or replace Product under this warranty, we will also cover the reasonable labor costs for the applicable area, as determined by us.

WHAT DOESN'T THIS WARRANTY COVER?

This Warranty does not cover:

- damage of any kind resulting from faulty or improper installation;
- normal weathering is the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, chalk, or become soiled or stained; exposure to the elements will cause gradual, uniform change over time; the degree to which normal weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control.
- accidental damage;
- settlement;
- structural shrinkage or distortion of the property structure;

- fire;
- lightning, hurricane, tornado, windstorm, earthquake, or other acts of God;
- harmful chemicals (including harmful cleaning compounds and pesticides);
- fumes or vapors;
- surface deterioration due to air pollution;
- misuse or abuse;
- vandalism;
- airborne stains, mold and mildew accumulation;
- your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions");
- impact of foreign objects;
- warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or window reflection, roofing materials, pools, decks, blacktop, or concrete materials);
- Products that have been painted or whose surface has been altered in any way without written authorization from Mastic Home Exteriors by Ply Gem;
- any other causes beyond our reasonable control; or
- uneven fading, color change or "striping" of siding due to installation over dissimilar, inconsistent or inadequate sheathing or backer board.

OTHER LIMITATIONS

1. This Warranty covers only genuine Mastic Home Exteriors by Ply Gem Vinyl Siding, Soffit and Accessories. It is your responsibility to verify that the siding installed are our Products.
2. Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.
3. We reserve the right to discontinue or change any design or color of any of our products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and price.
4. There are no warranties on these Products other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products.
5. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE AS IT RELATES TO OUR PRODUCTS. THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THESE DEFINITIONS APPLY TO THE TERMS USED:

Coverage means the extent of our commitment to respond to any claim relating to the siding.

Excessive Color Fade means a change in the color of any siding in excess of a Delta E of four Hunter units, as determined by us, following the initial installation of the siding, provided that any uneven or abnormal fade distribution is not due to a buildup or accumulation of stains, dirt, mold, mildew, or any other deficiency caused by the lack of at least an annual preventative maintenance by the homeowner as such annual preventative maintenance is described in the Mastic Home Exteriors by Ply Gem Installation Manual.

First-time Transferee means the first individual, person or entity to which any interest of the initial purchaser in the building on which the siding is initially installed or in the siding itself is voluntarily or involuntarily conveyed, transferred or assigned, whether by gift, sale or operation of law, after the initial installation of the siding.

Purchase and Installation Price means the sum of (a) the total original cost of the siding that is defective or otherwise being replaced, plus (b) the total original cost of labor for the installation of siding that is defective or otherwise being replaced. If we cannot determine these amounts from original documents, we will compute the purchase and installation price using (i) our suggested retail price in effect at the time of the installation for the cost of material, (ii) labor rates prevailing in the area where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor.

Residence means regular or full-time permanent lodging by a single family.

Siding means vinyl siding, vinyl soffit or related vinyl accessories (but not scallops, shakes, or trim coil) manufactured by Mastic Home Exteriors by Ply Gem.

Weathering means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

Weathers Unevenly or Uneven Weathering, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of siding under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

HOW DO YOU REGISTER YOUR WARRANTY?

For all Mastic Home Exteriors by Ply Gem materials used on this installation project, one Application for Warranty Registration must be completed at mastic.com or mailed within 30 days after original installation has been completed. Please mail it to Mastic Home Exteriors by Ply Gem, Warranty Registration Department, P.O. Box 787, Wexford, PA 15080-9951. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our Products and assists Mastic Home Exteriors by Ply Gem in processing any Warranty claim you might have. This confirmation is of benefit to you, especially if your original proof of purchase is lost. It is a good idea to retain your proof of purchase in case it is needed if you

MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY VINYL SIDING, VINYL SOFFIT + VINYL ACCESSORIES

HOW DO YOU TRANSFER YOUR WARRANTY?

You and subsequent Property owners may transfer this Warranty by providing written notice to us within 30 days after the date of transfer of ownership. The notice should include the warranty registration number (if available), the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Mastic Home Exterior by Ply Gem, Warranty Transfer Department, P.O. Box 787, Woxford, PA 15090-9951. Failure to notify Mastic Home Exterior by Ply Gem will not void the Warranty, but the notice will assist Mastic Home Exterior by Ply Gem in processing any warranty claim.

Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligations of the new Property owners.

HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our warranty services number at 1-800-962-3563 to receive a warranty claims packet.

If you would like to submit a claim request in writing, please provide the following information: a description of the claimed defect and the date the defect was discovered; the warranty registration number (if available); the date of original installation; and your name, address and phone number. Written claims should be sent to Mastic Home Exterior by Ply Gem, Warranty Claims Department, 2600 Grand Blvd., Ste. 900, Kansas City, MO 64108 or fax your information to 816-426-8210.

Mastic Home Exterior by Ply Gem will provide notification of any additional information and physical evidence that may be required to process your claim.

When a sample is required, it must be sent at the homeowner's expense. In the event the claim is approved and the homeowner wants the sample returned, there will be a \$25 handling fee.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MASTIC HOME EXTERIORS BY PLY GEM WILL VOID THIS WARRANTY.

WARRANTY COVERAGE SCHEDULE

NUMBER OF YEARS FROM DATE OF ORIGINAL INSTALLATION TO DATE OF CLAIM	PERCENTAGE OF PURCHASE PRICE OF ORIGINALLY INSTALLED PRODUCTS FOUND TO BE DEFECTIVE FOR WHICH MASTIC HOME EXTERIORS BY PLY GEM WILL BE RESPONSIBLE
DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 50-YEAR PRORATED WARRANTY:	
0-5	100%
MORE THAN 5 BUT LESS THAN 7	90%
MORE THAN 7 BUT LESS THAN 8	80%
MORE THAN 8 BUT LESS THAN 9	70%
MORE THAN 9 BUT LESS THAN 10	60%
MORE THAN 10 BUT LESS THAN 11	50%
MORE THAN 11 BUT LESS THAN 12	40%
MORE THAN 12 BUT LESS THAN 13	30%
MORE THAN 13 BUT LESS THAN 14	20%
MORE THAN 14 BUT LESS THAN 50	10%

*Total claim cost of refund not to exceed original purchase and installation price.

CARE AND MAINTENANCE

Mastic Home Exterior by Ply Gem Premium Vinyl Siding, Soffit and Accessories are some of the most durable building products materials available today for residential applications. In most cases, normal rainfall is sufficient to keep it clean. But if your Mastic Home Exterior by Ply Gem Vinyl Siding should need cleaning, we recommend the following procedures. Particular attention should be given to areas under eaves, porches, awnings and other overhangs that have limited exposure to the natural washing effect of rainfall.

- Moderate Atmospheric Dirt** — We recommend an occasional washing with clear water using a garden hose and soft-bristled brush (a long-handled, car-washing brush is ideal for this purpose).
- Heavy Industrial Atmospheric Dirt** — Wash in the manner indicated above, but use the following solution:
 - 1/3 cup detergent (Tide®, for example)
 - 2/3 cup trisodium phosphate (Sola® for example)
 - 1 gallon water
- Mildew Accumulation** — Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly cared for and maintained. Normally, mildew will appear as black spots. Mildew is easy to remove by using the basic cleaning solution above with the addition of sodium hypochlorite as follows:
 - 1/3 cup detergent (Tide®, for example)
 - 2/3 cup trisodium phosphate (Sola®, for example)
 - 1 quart sodium hypochlorite 5% solution (Clorox®, for example)
 - 3 quarts water

- Caulking Compounds, Tar and Similar Substances** — Use mineral spirits in reasonable amounts and apply directly to the foreign substance. Immediately after cleaning, rinse the area thoroughly with water.

CAUTION: Do not exceed the recommended concentrations of cleaners. To do so can cause damage to the Products' surface. Avoid skin and eye contact with the solution, and in all cases follow manufacturer's instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clear water. Excessive scrubbing is unnecessary and can be harmful to the Products, and may cause undesirable glossy areas over the finish.

IMPORTANT: FIRE SAFETY INFORMATION

Exterior vinyl building materials require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of vinyl products store, handle and install vinyl materials in a manner that avoids damage to the product and/or structure. Owners and installers should take a few simple steps to protect vinyl building materials from fire.

TO THE HOME AND BUILDING OWNER

Rigid vinyl siding is made from organic material and will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and outside maintenance personnel should always take normal precautions to keep sources of fire, such as barbecues, and combustible materials, such as dry leaves, mulch and trash away from vinyl siding.

TO THE BUILDING TRADES, SPECIFIERS, PROFESSIONAL AND DO-IT-YOURSELF INSTALLERS

When rigid vinyl siding is exposed to significant heat or flame, the vinyl will soften, sag, melt or burn, and may thereby expose material underneath. Care must be exercised when selecting underlayment materials because many underlayment materials are made from organic materials that are combustible. You should ascertain the fire properties of underlayment materials prior to installation. All building materials should be installed in accordance with local, state and federal building code and fire regulations.

For more information about vinyl siding products, contact the Vinyl Siding Institute, 1275 K St. NW, Washington DC 20005-4006 and request brochures titled, "Fire Properties" or "What Homeowners Want to Know", or contact Mastic Home Exterior by Ply Gem and request brochure titled "Fire Safety, What You Need to Know".

FACTS ABOUT THE INSTALLATION OF MASTIC HOME EXTERIORS BY PLY GEM VINYL SIDING

We designed and manufactured Mastic Home Exterior by Ply Gem Vinyl Siding to perform best when installed by qualified applicators. While Mastic Home Exterior by Ply Gem does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. We frequently update our installation manuals with new and improved methods of application.

You should discuss any product adjustments with the dealer or applicator who did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most familiar with your particular installation.



To register your warranty go to mastic.com/warranty



MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY DESIGNER ACCENTS

Mastic Home Exteriors by Ply Gem manufactures Louvered / Raised Panel Shutters, Gable Vents, Fixture Mounts, Mantels and Door Surrounds (the "Products") in accordance with high standards and tight quality controls. The Products will not rust or corrode because they are made of special resins. The Products will be free from manufacturing defects which result in cracking or splitting.

WHAT DOES THIS WARRANTY COVER?

Limited Lifetime Warranty Manufacturing Defects. Mastic Home Exteriors by Ply Gem warrants to you, the owner of the property at the time the Products were installed, that the Products are free from defects in material and workmanship in the course of manufacture if installed according to our specifications.

Limited Fade Warranty. Mastic Home Exteriors by Ply Gem also warrants to you that for a limited period specified below, the Products will not excessively fade. "Excessive Fading" is more than "normal fading" (see below) which is in excess of a Delta E of 7 Hunter units for a period of 7 years following the installation date, as determined by Mastic Home Exteriors by Ply Gem.

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

HOW LONG DOES THE COVERAGE LAST?

If you are an individual, this Limited Lifetime Warranty lasts for the life of the property on which the Products were originally applied ("Property") for as long as you own the Property. If you are not an individual (e.g., you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.), the warranty period will be 50 years from the date of original installation of the Products on the Property, prorated as outlined in the Warranty Coverage Schedule below. This Limited Lifetime Warranty may be transferred with the Property. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation of the Products on the Property, prorated in accordance with the Warranty Coverage Schedule below.

WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following:

At our sole option, we will either repair, replace, refinish or refund to you the value of the Products found to be defective (or prorated if this Warranty is transferred). Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products found to be defective. Any additional costs and expenses beyond these amounts are your responsibility.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

WHAT DOESN'T THIS WARRANTY COVER?

This Warranty does not cover:

- excludes labor charges incurred;
- damage of any kind resulting from faulty or improper installation;
- Changes in surface color resulting from chalking, fading, soiling or staining. Exposure to the elements may cause these changes over time; the degree to which weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control;
- accidental damage;
- settlement;
- structural shrinkage or distortion of the property structure;
- fire;
- lightning, hurricane, tornado, windstorm, earthquake, hail, or other acts of God;
- harmful chemicals (including harmful cleaning compounds and pesticides);
- fumes or vapors;
- surface deterioration due to air pollution;
- misuse or abuse;
- vandalism;
- airborne stains, mold and mildew accumulation;
- your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions");
- impact of foreign objects;
- warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or window reflection, roofing materials, pools, decks, blacktop, or concrete materials);
- Products that have been painted or whose surface has been altered in any way without written authorization from Mastic Home Exteriors by Ply Gem; or
- any other causes beyond our reasonable control.

THESE DEFINITIONS APPLY TO THE TERMS USED:

Coverage means the extent of our commitment to respond to any claim relating to the siding.

Excessive Color Fade means a change in the color of any siding in excess of a Delta E of seven Hunter units in the first seven years, as determined by us, following the initial installation provided that any uneven or abnormal fade distribution is not due to a buildup or accumulation of stains, dirt, mold, mildew, or any other deficiency caused by the lack of at least an annual preventative maintenance by the homeowner as such annual preventative maintenance is described in the Mastic Home Exteriors by Ply Gem Installation Manual.

First-time Transferee means the first individual, person or entity to which any interest of the initial purchaser in the building on which the siding is initially installed or in the siding itself is voluntarily or involuntarily conveyed, transferred or assigned, whether by gift, sale or operation of law, after the initial installation of the siding.

Residence means single or full-time permanent lodging by a single family.

Weathering means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

Weathers Unevenly or Uneven Weathering, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of siding under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

OTHER LIMITATIONS

1. This Warranty covers only genuine Mastic Home Exteriors by Ply Gem Louvered / Raised Panel Shutters, Gable Vents, Fixture Mounts, Mantels and Door Surrounds. It is your responsibility to verify that the installed are our Products. It is a good idea to retain your proof of purchase in case it is needed if you submit a warranty claim.
2. Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.
3. We reserve the right to discontinue or change any design or color of any of our products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and price.
4. There are no warranties on these Products other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products.
5. **WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS.**
THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

When a sample is required, it must be sent at the homeowner's expense. In the event the claim is approved and the homeowner wants the sample returned, there will be a \$25 handling fee.

The notice should include the warranty registration number (if available), the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Mastic Home Exteriors by Ply Gem, Warranty Transfer Department, P.O. Box 787, Wexford, PA 15090-9951. Failure to notify Mastic Home Exteriors by Ply Gem will not void the Warranty, but the notice will assist Mastic Home Exteriors by Ply Gem in processing any warranty claim.

Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligations of the new Property owners.

HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our warranty services number at 1-800-962-3563 to receive a warranty claims packet.

If you would like to submit a claim request in writing, please provide the following information: a description of the claimed defect and the date the defect was discovered; the warranty registration number (if available); the date of original installation; and your name, address and phone number. Written claims should be sent to Mastic Home Exteriors by Ply Gem, Warranty Claims Department, 2600 Grand Blvd., Suite 900, Kansas City, Missouri 64108 or fax your information to 816-426-8210.

Mastic Home Exteriors by Ply Gem will provide notification of any additional information and physical evidence that may be required to process your claim.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MASTIC HOME EXTERIORS BY PLY GEM WILL VOID THIS WARRANTY.

WARRANTY COVERAGE SCHEDULE

NUMBER OF YEARS FROM DATE OF ORIGINAL INSTALLATION TO DATE OF CLAIM	PERCENTAGE OF PURCHASE PRICE OF ORIGINALLY INSTALLED PRODUCTS FOUND TO BE DEFECTIVE FOR WHICH MASTIC HOME EXTERIORS BY PLY GEM WILL BE RESPONSIBLE
DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 50-YEAR PRORATED WARRANTY:	
0-5	100%
MORE THAN 5 BUT LESS THAN 7	90%
MORE THAN 7 BUT LESS THAN 8	80%
MORE THAN 8 BUT LESS THAN 9	70%
MORE THAN 9 BUT LESS THAN 10	60%
MORE THAN 10 BUT LESS THAN 11	50%
MORE THAN 11 BUT LESS THAN 12	40%
MORE THAN 12 BUT LESS THAN 13	30%
MORE THAN 13 BUT LESS THAN 14	20%
MORE THAN 14 BUT LESS THAN 50	10%

MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY **DESIGNER ACCENTS**

FACTS ABOUT THE INSTALLATION OF MASTIC HOME EXTERIORS LOUVERED / RAISED PANEL SHUTTERS, GABLE VENTS, FIXTURE MOUNTS, ACCENT PANELS, MANTELS AND DOOR SURROUNDS

We designed and manufactured Mastic Home Exterior by Ply Gem Louvered / Raised Panel Shutters, Gable Vents, Fixture Mounts, Mantels and Door Surrounds to perform best when installed by qualified applicators. While Mastic Home Exterior by Ply Gem does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. We frequently update our installation manuals with new and improved methods of application.

You should discuss any product adjustments with the dealer or applicator who did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most familiar with your particular installation.



To register your warranty go to mastic.com/warranty

Mastic Home Exterior by Ply Gem manufactures Aluminum Siding, Aluminum Soffit, Aluminum Siding & Soffit Accessories, select Aluminum Trim Sheet (except Standard and Economy Trim coil) and Aluminum Fascia (the "Products"), in accordance with high standards and tight quality controls. The Products will not rust, burn or support combustion, or split or crack due to cold weather because they are made of aluminum.

WHAT DOES THIS WARRANTY COVER?

Mastic Home Exterior warrants to you, the owner of the property at the time the Products were installed, that the Products are free from defects in material and workmanship in the course of manufacture, and that the finish on the Products will not chip, peel, flake or blister under conditions of ordinary wear, if installed according to our specifications.

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

HOW LONG DOES THE COVERAGE LAST?

If you are an individual, this Limited Lifetime Warranty lasts for the life of the property on which the Products were originally applied ("Property") for as long as you own the Property. If you are not an individual (e.g., you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.), the warranty period will be 50 years from the date of original installation of the Products on the Property, prorated as outlined in the Warranty Coverage Schedule contained within. This Limited Lifetime Warranty may be transferred with the Property. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation of the Products on the Property, prorated in accordance with the Warranty Coverage Schedule contained within.

WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following:

We will repair, replace or refund the purchase and installation price of the defective portion of our product that blisters, checks, crazes, flakes, peels or weathers unevenly due to a defect in our manufacturing process. Our obligations under this warranty will in no event exceed the purchase price of the originally installed Products found to be warrantable and the cost of the labor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your responsibility.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

If we elect to repair or replace Product under this warranty, we will also cover the reasonable labor costs for the applicable area, as determined by us.

WHAT DOESN'T THIS WARRANTY COVER?

This Warranty does not cover damage of any kind resulting from:

- Faulty or improper installation, including "oil canning" waving, buckling, or other distortions;
- Installation of our Product in direct contact with dissimilar materials as discussed in the final section of this warranty;
- Cracking or crazing of the Product's paint surface due to field forming of Products in cold temperatures; or
- Changes in surface color resulting from chalking, fading, soiling or staining. Exposure to the elements may cause these changes over time; the degree to which weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control;
- accidental damage;
- settlement;
- structural shrinkage or distortion of the property structure;
- fire;
- lightning, hurricane, tornado, windstorm, earthquake, hail, or other acts of God;
- harmful chemicals (including harmful cleaning compounds and pesticides);
- fumes or vapors;
- surface deterioration due to air pollution or seacoast environment;
- misuse or abuse;
- vandalism;
- airborne stains, mold and mildew accumulation;
- your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions");
- impact of foreign objects;
- warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., window reflection);
- Products that have been painted or whose surface has been altered in any way without written authorization from Mastic Home Exterior;
- any other causes beyond our reasonable control; or
- Corrosion caused by contact with dissimilar materials.

OTHER LIMITATIONS

1. This Warranty covers only genuine Mastic Home Exterior Aluminum Siding, Aluminum Soffit, Aluminum Siding & Soffit Accessories, select Aluminum Trim Sheet (except Standard and Economy Trim Coil) and Aluminum Fascia. It is your responsibility to verify that the siding, soffit and accessories installed are our Products. For Trim Sheet, we require written proof it is Mastic Home Exterior product.
2. Products are designed and intended for use as small flashings and water diverters, and should not be used as roofing material.
3. Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.
4. We reserve the right to discontinue or change any design or color of any of our products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and price.
5. There are no warranties on these Products other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products.
6. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS. THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THESE DEFINITIONS APPLY TO THE TERMS USED:

Coverage means the extent of our commitment to respond to any claim relating to the siding.

First-time Transferee means the first individual, person or entity to which any interest of the initial purchaser in the building on which the siding is initially installed or in the siding itself is voluntarily or involuntarily conveyed, transferred or assigned, whether by gift, sale or operation of law, after the initial installation of the siding.

Purchase and Installation Price means the sum of (a) the total original cost of the siding, soffit or accessory that is defective or otherwise being replaced, plus (b) the total original cost of labor for the installation of siding, soffit or accessory that is defective or otherwise being replaced. If we cannot determine these amounts from original documents, we will compute the purchase and installation price using (i) our suggested retail price in effect at the time of the installation for the cost of material, (ii) labor rates prevailing in the area where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor.

Residence means regular or full-time permanent lodging by a single family.

Weathering means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

Weathers Unevenly or Uneven Weathering, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of siding under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

HOW DO YOU REGISTER YOUR WARRANTY?

For all Mastic Home Exterior materials used on this installation project, one Application for Warranty Registration must be completed at mastic.com or mailed within 30 days after original installation has been completed. Please mail it to Mastic Home Exterior by Ply Gem, Warranty Registration Data Center, P.O. Box 787, Wexford, PA 15090-9951. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our Products and assists Mastic Home Exterior by Ply Gem in processing any Warranty claim you might have. This confirmation is of benefit to you, especially if your original proof of purchase is lost. It is a good idea to retain your proof of purchase in case it is needed if you submit a warranty claim.

HOW DO YOU TRANSFER YOUR WARRANTY?

You and subsequent Property owners may transfer this Warranty by providing written notice to us within 30 days after the date of transfer of ownership. The notice should include the warranty registration number (if available), the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Mastic Home Exterior by Ply Gem, Warranty Registration Data Center, P.O. Box 787, Wexford, PA 15090-9951. Failure to notify Mastic Home Exterior will not void the Warranty, but the notice will assist Mastic Home Exterior in processing any warranty claim.

Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligations of the new Property owners.



PERFORMANCE METALS*

MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY ALUMINUM SIDING, SOFFIT, SELECT TRIM SHEET AND ACCESSORIES

HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our warranty services number at 1-800-962-3563 to receive a warranty claims packet.

If you would like to submit a claim request in writing please provide the following information: a description of the claimed defect and the date the defect was discovered; the warranty registration number (if available); the date of original installation; and your name, address and phone number. Written claims should be sent to Mastic Home Exterior by Ply Gem, Warranty Claims Department, 2600 Grand Blvd, Ste 900, Kansas City MO 64108 or fax your information to 816-426-9210.

Mastic Home Exterior will provide notification of any additional information and physical evidence that may be required to process your claim. When a sample is required, it must be sent at the homeowner's expense. In the event the claim is approved and the homeowner wants the sample returned, there will be a \$25 handling fee.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MASTIC HOME EXTERIORS BY PLY GEM WILL VOID THIS WARRANTY.

WARRANTY COVERAGE SCHEDULE

NUMBER OF YEARS FROM DATE OF ORIGINAL INSTALLATION TO DATE OF CLAIM	PERCENTAGE OF PURCHASE PRICE OF ORIGINALLY INSTALLED PRODUCTS FOUND TO BE DEFECTIVE FOR WHICH MASTIC HOME EXTERIORS BY PLY GEM WILL BE RESPONSIBLE
DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 50-YEAR PRORATED WARRANTY:	
0-5	100%
MORE THAN 5 BUT LESS THAN 7	90%
MORE THAN 7 BUT LESS THAN 8	80%
MORE THAN 8 BUT LESS THAN 9	70%
MORE THAN 9 BUT LESS THAN 10	60%
MORE THAN 10 BUT LESS THAN 11	50%
MORE THAN 11 BUT LESS THAN 12	40%
MORE THAN 12 BUT LESS THAN 13	30%
MORE THAN 13 BUT LESS THAN 14	20%
MORE THAN 14 BUT LESS THAN 50	10%

*Total claim cost of refund not to exceed original purchase and installation price.

CARE AND MAINTENANCE

Mastic Home Exterior Aluminum Siding, Aluminum Soffit, Aluminum Siding & Soffit Accessories, Aluminum Trim Sheet and Aluminum Fascia are some of the most durable building products materials available today for residential applications. In most cases, normal rainfall is sufficient to keep them clean. But if your Mastic Home Exterior Aluminum Products should need cleaning, we recommend the following procedures. Particular attention should be given to areas under eaves, porches, awnings, and other overhangs that have limited exposure to the natural washing effect of rainfall.

- Moderate Atmospheric Dirt** – We recommend an occasional washing with clear water using a garden hose and soft-bristled brush (a long-handled, car-washing brush is ideal for this purpose).
- Heavy Industrial Atmospheric Dirt** – Wash in the manner indicated above, but use the following solution:
 - 1/3 cup detergent (Tide®, for example)
 - 2/3 cup trisodium phosphate (Soclax®, for example)
 - 1 gallon water
- Mildew Accumulation** – Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly cared for and maintained. Normally, mildew will appear as black spots. Mildew is easy to remove by using the basic cleaning solution above with the addition of sodium hypochlorite as follows:
 - 1/3 cup detergent (Tide®, for example)
 - 2/3 cup trisodium phosphate (Soclax®, for example)
 - 1 quart sodium hypochlorite 5% solution (Clorox®, for example)
 - 3 quarts water
- Caulking Compounds, Tar and Similar Substances** – Use mineral spirits in reasonable amounts and apply directly to the foreign substance. Immediately after cleaning, rinse the area thoroughly with water.

CAUTION: Do not exceed the recommended concentrations of cleaners. To do so can cause damage to the Products' surface. Avoid skin and eye contact with the solution, and in all cases follow manufacturer's instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clear water. Excessive scrubbing is unnecessary and can be harmful to the Products, and may cause undesirable glossy areas over the finish.

FACTS ABOUT THE INSTALLATION OF ALUMINUM PRODUCTS

We designed and manufactured Mastic Home Exterior by Ply Gem Aluminum Siding, Aluminum Soffit, Aluminum Siding and Soffit Accessories, Aluminum Trim Sheet, and Aluminum Fascia to perform best when installed by qualified applicators. While Mastic Home Exterior does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. We frequently update our installation manuals with new and improved methods of application.

You should discuss any product adjustments with the dealer or applicator who did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most familiar with your particular installation.

NOTE: Direct contact of aluminum products with certain dissimilar materials, or contact with water run-off from dissimilar materials, is likely to result in corrosion. Accordingly, care should be taken during installation to avoid contact of aluminum with dissimilar materials including dissimilar metals (e.g. copper, zinc, steel, etc.), concrete, stucco, asbestos siding, pressure treated/pretreated lumber, roofing materials or roofing systems containing metallic granules or strips, or corrosive non-metallic materials.



To register your warranty go to mastic.com/warranty

DFEBS!JN CSFTTJ POT TJEJOH
DFSUBJOUFFE!DP SQPSBUPO

MJGFUJN F
MJN JUFE

CertainTeed 

Quality made certain. Satisfaction guaranteed.

WARRANTY

CONGRATULATIONS! ...and thank you for your recent purchase of one of the fine siding products from CertainTeed. You can feel confident that you have made a wise decision buying from a company that is an industry leader and stands behind its products with strong warranty protection. Since 1904, CertainTeed has been producing quality building products that provide long-lasting beauty and protection for homes of every size, style and age. In addition to vinyl and polymer siding, CertainTeed offers roofing, fiber cement siding, windows, fence, railing, decking, trim, foundations, pipe, insulation, walls, and ceilings. For over 100 years, the origin of our name continues to be our ongoing philosophy, "Quality made certain, satisfaction guaranteed."



LIFETIME LIMITED WARRANTY

Limited, Non-Prorated and Transferable (Prorated if Transferred)

What and Who is Covered:

CertainTeed warrants to the property owner that its Cedar Impressions® polymer shake and shingle siding, soffit and accessory products ("siding products") are free from manufacturing defects in material and workmanship if installed according to our applicable specifications, subject to the terms and conditions of this Warranty. If CertainTeed determines, in its sole discretion, that its siding products have a manufacturing defect under the terms of this Warranty, CertainTeed will, at its option, either (1) pay to repair, replace, refinish, or coat any siding product it determines has a manufacturing defect, or (2) refund the amount paid by the original property owner for the siding products plus the cost of the labor of the original installation.

In no event will the value of CertainTeed's obligations under this Warranty exceed the purchase price of the originally installed products that CertainTeed determines have a manufacturing defect and the cost of the labor involved in the original installation of these products. Any costs or expenses beyond this amount are the responsibility of the property owner.

In the event of repair, replacement, refinishing, or coating under the terms of this Warranty, the warranty applicable to the original siding product shall apply to the repaired, replacement, refinished, or coated siding product and will extend for the balance of the original warranty period.

The lifetime warranty period offered for CertainTeed siding products is only available to the original, individual homeowners, and only if applied to a single-family home. All other structures and property owners (e.g., corporations, governmental agencies, partnerships, trusts, homeowner associations, cooperative housing arrangements, religious organizations, schools, condominiums, townhomes, apartment buildings, duplex, house of worship, and any other type of building or premises not owned by individual homeowners), including subsequent property owners (see Transferability section, below), are limited to a prorated 50 year warranty (see How Long You are Covered section, below).

How Long You are Covered:

This Warranty has a lifetime warranty so long as the original property owner is a person who lives in and owns the single-family home on which the siding products were originally installed. If the owner is a subsequent owner or a corporation, governmental agency, partnership, trust, homeowner association, cooperative housing arrangement, religious organization, or other entity not a person, or if the siding products are applied to a school, condominium, townhome, apartment building, duplex, house of worship, or any other type of building or premises not owned by an individual homeowner, warranty coverage under this Warranty is prorated starting from the original date of installation.

The original property owner of a single-family home (as described in this section) receives 100% non-prorated coverage.

Subsequent owners and others (as described in this section) are covered by a 50-year prorated warranty:

Percentage of Coverage	Years Since Installation
100%	Up to 5
90%	More than 5 and up to 7
80%	More than 7 and up to 8
70%	More than 8 and up to 9
60%	More than 9 and up to 10
50%	More than 10 and up to 11
40%	More than 11 and up to 12
30%	More than 12 and up to 13
20%	More than 13 and up to 14
10%	More than 14 and up to 50

Transferability:

This Warranty automatically transfers to subsequent property owners. The warranty for all subsequent property owners is a prorated 50 year warranty, measured from the original date of installation (see How Long You are Covered section, above). The fade protection coverage of this Warranty is not transferable.

Limitations:

This Warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect, improper handling, or storage;
- Improper installation or installation not in strict adherence with CertainTeed's written installation instructions;
- Use of accessories which do not properly receive and/or secure CertainTeed siding;
- Failure of owner to provide normal maintenance and cleaning;
- Normal weathering, fading, chalking or oxidation;
- Discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mold, mildew, exposure to harmful chemicals or normal weathering resulting from exposure to the elements;
- Damage resulting from accidents, fire, vandalism, wind-blown or foreign objects, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of or damage to the wall or material on which the siding was installed, structural defects, and/or damage caused by movement, distortion, cracking or settling of the wall, framing, or the foundation of the building;
- Siding products that have been power washed.
- Any other cause not resulting from a manufacturing defect in the products supplied by CertainTeed.

This Warranty does not apply to siding products which have been painted, varnished, refinished, or similarly coated over the manufacturer's original finish (unless the refinishing or coating is authorized by CertainTeed pursuant to this Warranty), or siding products which have been distorted or melted due to an external heat source (including, but not limited to a barbecue grill, fire, or reflection from windows, doors, or other objects).

CertainTeed warrants its siding products against excess fade beyond normal weathering if reported to CertainTeed in accordance with the notice provision (see What the Property Owner Must Do section, below). Excess fade is defined by a change in color, as calculated according to ASTM D2244, greater than four (4) Hunter units. Excessive fade limited warranty is for 10 (ten) years from the date of the original installation of the siding products.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographic location of the building, the cleanliness of the air in the area, and many other influences over which CertainTeed has no control.

CertainTeed shall have sole discretion to determine whether the siding products have faded beyond normal weathering. If the siding products are determined to have excessively faded, CertainTeed will pay to repair, replace, refinish, or coat, at its option, the affected siding products. CertainTeed also reserves the right to refund the amount paid by the original owner for the siding products plus the cost of labor involved in the original installation. If the original costs cannot be documented by the property owner, CertainTeed shall have sole discretion to determine the amount of any refund.

CertainTeed reserves the right to discontinue or modify any of its siding products, including the color, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event the replacement material varies in color or gloss in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this Warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the vinyl siding product initially installed has been discontinued or modified.

Limited Hail Damage Warranty:

CertainTeed warrants that its siding products will resist damage caused by hail. CertainTeed's obligation and warranty for hail damage is limited as follows: (1) the property owner must pursue the cost of replacement or repair of damaged siding products through homeowners' insurance or any other available or applicable insurance, and (2) if the cost of repair or replacement exceeds the property owner's insurer's payment/contribution (excluding any insurance deductible), CertainTeed will reimburse the property owner the difference between the cost of repair or replacement of the damaged siding products, and the insurer's payment/contribution (excluding any insurance deductible). In no event, however, will CertainTeed be liable for or have any warranty obligation in excess of the value of the hail damaged siding products, or be responsible for or reimburse the applicable insurance deductible, labor costs or other costs pertaining to removal or replacement of damaged siding products. CertainTeed will also have no warranty obligation or liability for any injury to persons or damage to property caused by hail damaged siding products.

What the Property Owner Must Do:

If you believe your siding products have a manufacturing defect, hail damage, or faded beyond normal weathering, you must promptly notify CertainTeed in writing and provide proof of property ownership, the date you bought the property, and the date of your siding product purchase and installation. In order to properly evaluate and process a warranty claim, CertainTeed may require you to submit a product sample to CertainTeed for analysis and/or permit a CertainTeed representative to inspect the installed product, if required. CertainTeed will evaluate each properly reported claim under the terms of this Warranty and will notify you of any additional information or product samples it may need to process your claim.

Please send all notifications and correspondence to: CertainTeed Corporation
803 Belden Road
Jackson, MI 49203
ATTN: Consumer Services

Warranty and Limitation of Remedies:

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REFUNDING, REFINISHING, COATING, OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

This Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province.

All payments made by CertainTeed pursuant to this Warranty are in U.S. dollars.

This Warranty applies to siding products installed on or after January 1, 2010 (The warranty in effect at the time the material is originally installed is the applicable warranty.) This Warranty replaces all prior warranties.

Effective Date: 1/1/10

Care and Maintenance

While CertainTeed Cedar Impressions siding resists most common household stains like oil and grease, it will become dirty like any other product that is exposed to atmospheric conditions. Chalk may also accumulate on the surface. This is a normal condition for all pigmented materials which are constantly exposed to sunlight and the elements. Soil, grime and chalk can be removed with your garden hose and a bucket of soapy water. If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test any cleaner on an inconspicuous area before full use. Siding products should not be cleaned with a power washer.

Mold and mildew may be a problem in some areas. They may appear as black, gray or green spots on surface dirt and are usually first detected in areas not subject to rainfall, such as under eaves and porch enclosures. Mold and mildew can be removed with the following solution:

Mix together: 1/3 cup of detergent (Tide, for example), 2/3 cup of Trisodium Phosphate (SoilMax, for example), one quart of 5% Sodium Hypochlorite (Clorox, for example) and three quarts of water. (Caution: Greater concentrations may cause damage to vinyl siding.)

If the above solution does not readily remove the mold or mildew, request a mold and mildew-type cleaner from your contractor.

NOTE: The chemical agents referenced above may be hazardous to the user or to the environment. Please follow all precautions and warnings on the product label, particularly those which may be necessary to prevent personal injury. Always dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to properly dispose of these chemical agents, please contact the manufacturer of these products for instructions.

Important: Fire Safety Information

Cedar Impressions products require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of these products store, handle and install these materials in a manner that avoids damage to the product and/or the structure. Owners and installers should take a few simple steps to protect siding products from fire.

Rigid siding products are made from organic materials and will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and maintenance personnel should always take precautions to keep sources of fire, such as barbecues, and combustible materials such as dry leaves, mulch and trash, away from siding products.

buildingresponsibly

CertainTeed Corporation
Siding Products Group
P.O. Box 860
Valley Forge, PA 19482
www.certainteed.com

CertainTeed 

Quality made certain. Satisfaction guaranteed.™

Code No. CTS231, © 1/10 CertainTeed Corporation, Printed in U.S.A.

Lifetime Limited Transferable Warranty

American Original Building Products LLC makes the following limited warranty:

What the Warranty Covers

American Original Building Products LLC ("AOBP") warrants to the original homeowner/customer that Pelican Bay One will be free from manufacturing defects when properly installed and subjected to normal use. Defects mean fading beyond normal weathering, flaking, blistering, peeling and corrosion. Should any such defect occur during the lifetime of the original purchaser, as long as he or she is living and retains ownership of the property, AOBP will pay to repair, replace or refinish, at its option, any defective siding. AOBP may instead, at its option, refund the amount paid by the original owner for the siding plus the initial cost of installation.

AOBP also warrants to you that for a ten (10) year period the products will not excessively fade. Excessive fading is defined as a Delta E that exceeds four (4) Hunter units, as calculated according to ASTM D2244, within the first ten (10) years following the date of initial installation. This fade warranty is non-transferable. AOBP shall have sole discretion to determine if Pelican Bay One has faded.

AOBP also provides limited hail damage warranty for its products provided that the owner has homeowner's insurance or a comparable type of coverage. In the event of damage caused by hail during the warranty period, it is the owner's responsibility to file a claim with its homeowner insurance or other applicable insurance coverage. Any costs incurred by the owner in excess of the insurance proceeds will be reimbursed by AOBP (not including any insurance deductible) except that AOBP shall not be liable for costs in excess of the value of replacement material required due to the hail damage. AOBP shall not be responsible for the cost of labor to replace any hail damaged material.

Transfer of Coverage

If you are an individual, this lifetime limited warranty lasts for as long as you own the property (Figure A). If you are not an individual, the warranty period will be 50 years from the date of original installation of the products, prorated as outlined in Figure B. This lifetime limited warranty may be transferred with the property. However, upon the transfer, the warranty period will be no more than 50 years from the date of original

installation, prorated in accordance with Figure B. In the event of repair, replacement or refinishing under this warranty, the replacement material will only be warranted for the time remaining under the original warranty.

Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Damage of any kind resulting from faulty or improper installation;
- Misuse, abuse, neglect or improper handling or storage;
- Normal weathering that may cause any colored surface to fade, chalk or become soiled or stained;
- Accidental damage, settlement, structural shrinkage or distortion of property structure;
- Fire, lightning, hurricane, tornado, wind storm, earthquake or other acts of God;
- Harmful chemicals, including non-approved cleaning agents, fumes or vapors or surface deterioration due to air pollution;
- Airborne stains, molds, mildew accumulation;
- Owner's failure to provide reasonable and necessary maintenance for the products;
- Impact of foreign objects, warping or distortion due to exposure to excessive heat sources or reflective heat sources such as skylight or window reflection, roofing materials, etc.;
- Products that have been painted or whose surface has been altered in any way;
- Products that have been power washed.

Due to normal weathering, replacement products may differ in gloss and color from products originally installed on the property.

WE RESERVE THE RIGHT TO DISCONTINUE OR CHANGE ANY DESIGN OR COLOR OF ANY OF OUR PRODUCTS AT ANY TIME AND WITHOUT NOTICE OR LIABILITY. IF FOR ANY REASON PRODUCTS OF THE TYPE ORIGINALLY INSTALLED ARE NO LONGER AVAILABLE AT THE TIME OF YOUR WARRANTY CLAIM, WE MAY SUBSTITUTE ANOTHER PRODUCT DETERMINED BY US TO BE OF COMPARABLE QUALITY AND PRICE.

Conditions

WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESS WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS. THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Claims

The owner must promptly notify AOBP in writing of any manufacturing defect (or hail damage) promptly following its discovery and provide proof of the date of purchase and installation as well as proof of property ownership. All notifications should be sent to:

American Original Building Products LLC
1000 Arlington Circle
Akron, Ohio 44306-3973

If a defect covered under this warranty is confirmed, AOBP will pay to repair, replace or coat the defective siding or refund the original amount paid by the original owner for the siding plus the cost of its installation.

Lifetime Warranty Protection Schedule (FIGURE A)

Number of years of use obtained after installation	AOBP's Warranty Obligation
Original Purchaser's Ownership of the Property	100%

50-Year Warranty Protection Schedule (FIGURE B)

Number of years of use obtained after installation	AOBP's Warranty Obligation
0 - 8 Years	100%
9th Year	70%
10th Year	60%
11th Year	50%
12th Year	30%
13th Year	20%
14th to 50th Year	10%

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 2154 AKRON OH

POSTAGE WILL BE PAID BY ADDRESSEE

PELICAN BAY ONE
ATTN: MARKETING DEPT.
P.O. BOX 2010
AKRON, OH 44398-9946

Name _____
Address _____
City _____ State _____ Zip _____



LIMITED WARRANTY

MIRATEC®
Treated Exterior Composite TRIM

MIRATEC®
Treated Exterior Composite
MOULDINGS



50-YEAR LIMITED WARRANTY – SUBSTRATE

MiraTEC® Treated Exterior Composite Trim and Mouldings, when properly installed and maintained according to the published application instructions, is warranted for a period of fifty (50) years from the date of installation. Registration of the product for the warranty to be in effect is not required. This warranty is valid for the original purchaser plus two (2) other owners of the structure where the Trim or Moulding is applied. This warranty provides coverage: (a) against hail damage, delamination, decomposition of the substrate due to fungal growth, termite damage causing failure of the Trim or Moulding, splitting or cracking of the substrate face, sustained excessive swelling of the product under normal conditions of use and exposure when caused by substrate defects; and (b) to be free of any buckling of the product itself and not associated with the substrate and/or structure to which the MiraTEC Trim or Moulding is attached. For the purpose of this warranty, buckling shall be defined as warping of the MiraTEC Trim or Moulding exceeding one quarter of an inch out of plane per linear foot. If CraftMaster Manufacturing Incorporated (hereinafter referred to as CMI), after inspection and verification, determines that the MiraTEC Trim or Moulding failed under the terms of this limited warranty, the sole and exclusive remedy provided by CMI will be as follows: during the first five (5) years of the warranty period following installation, CMI will compensate the Owner for correcting the affected MiraTEC Trim or Mouldings, limited to twice the original purchase price of the affected MiraTEC Trim or Moulding. Starting with the sixth year following installation, the amount payable (limited to twice the original purchase price) will be reduced by 2.22% each year until the end of the limited warranty period for the affected MiraTEC Trim or Mouldings.

5-YEAR LIMITED WARRANTY – PRIMECOTE

The factory applied primer on MiraTEC Trim and Mouldings when properly installed, field-finished and maintained according to the published application instructions, and used and exposed under normal conditions, is warranted for a period of five (5) years from the date of installation against blistering or peeling. The limited warranty does not extend to field-applied finish coatings. If CMI, after inspection and verification, determines that the factory-applied primer failed under the terms of this warranty, the sole and exclusive remedy provided by CMI will be to compensate the Owner for correcting the affected MiraTEC Trim or Moulding limited to the original purchase price of the affected MiraTEC Trim or Moulding.

GENERAL PROVISIONS AND LIMITATIONS

THE LIMITED WARRANTIES ARE SUBJECT TO THE FOLLOWING GENERAL PROVISIONS AND LIMITATIONS. The limited warranties are effective only if there is proper storage, handling, installation and maintenance of the MiraTEC Trim or Mouldings in strict accordance with the instructions packaged with the particular MiraTEC Trim or Mouldings product and the maintenance instructions printed on the reverse side.

Claim must be made in writing to CMI within sixty (60) days of the discovery of a problem and authorization obtained prior to beginning any repair or replacement work. Claims can be made by writing to CMI, 500 W Monroe Street, Suite 2010, Chicago, IL 60661, Attention: Product Performance Department. After receiving such notice, CMI must be given a reasonable opportunity to inspect and verify the claim.

CMI shall have no liability for defects or damage resulting from (a) misuse or abuse, (b) improper installation, including, but not limited to, inadequate protection against all sources of moisture within the wall cavity, (c) lack of proper maintenance, such as prolonged contact with accumulated water due to failure to maintain caulking, finish coatings, or other normal weather protection, (d) performance of coating other than those covered by the limited warranties, (e) contact with harmful chemicals, fumes, or vapors, (f) mildew, (g) settlement, shrinkage or distortion of the structure, or (h) other causes beyond the control of CMI, such as acts of God, fire and casualty. CMI shall have no liability for the cost of removing affected MiraTEC Trim or Mouldings.

DISCLAIMER OF IMPLIED WARRANTIES & LIMITATION OF REMEDIES

THE LIMITED WARRANTIES STATE THE ENTIRE LIABILITY OF CMI WITH RESPECT TO THE PRODUCTS COVERED BY THEM. CMI SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF CMI EXCEPT AS EXPRESSLY SET FORTH ABOVE, AND ANY SUCH STATEMENT SHALL NOT BE BINDING ON CMI.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, CMI MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DISCLAIMER OF IMPLIED WARRANTIES SHALL NOT BE APPLICABLE TO SALES SUBJECT TO THE MAGNUSON-MOSS WARRANTY ACT, IN WHICH CASE THE DURATION OF ANY IMPLIED WARRANTIES SHALL BE THE DURATION OF THE LIMITED WARRANTY OR SUCH SHORTER DURATION AS PROVIDED UNDER APPLICABLE STATE LAW. THESE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

All questions concerning the meaning or applicability of this limited warranty are to be decided under the laws of the State of Illinois without reference to its choice-of-law rules. Any claims, demands or causes of action for defects or representations of any nature or damages arising from such defects or representations shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Chicago, Illinois.

IMPORTANT HOMEOWNER MAINTENANCE AND WARRANTY INFORMATION

MIRATEC[®]
Treated Exterior Composite TRIM

MIRATEC[®]
Treated Exterior Composite
MOULDINGS

CMI manufactures premium, long lasting, exterior wood composite MiraTEC Trim and Mouldings. The products have been engineered to provide years of satisfaction and performance when properly maintained. To ensure compliance with the provisions of the MiraTEC Trim and Mouldings Limited Warranty (printed on the reverse side) the following Homeowner Maintenance must be performed.

AN ANNUAL INSPECTION OF THE TRIM AND MOULDINGS TO INCLUDE THE FOLLOWING:

- 1) Condition of Caulk and Sealant: Loose and cracked caulk or sealant must be removed and replaced with a good quality, polyurethane sealant. Do not use hard-setting caulk.
- 2) Presence of Mildew: Mildew is a living organism (fungus) that grows on the surface of finishes giving the paint a darkened, dirty appearance. Do not paint over mildew without cleaning the MiraTEC Trim or Moulding with a mildew cleaning solution. Mildew cleaning solutions, available at local paint, lumber and hardware stores, will help retard and control this growth. The control of mildew on the surface of MiraTEC Trim and Mouldings is a homeowner responsibility. CMI will assume no responsibility for the treatment or prevention of mildew.
- 3) Condition of Painted Trim and Mouldings: MiraTEC Trim and Mouldings are manufactured from wood and are primed. MiraTEC Trim and Mouldings must be painted with an exterior coating designed for use on wood trim and mouldings. Periodic washing of factory-finished or field painted MiraTEC Trim and Mouldings with water and mild detergent will remove accumulated dirt. Condition of the paint must be inspected and maintained as noted in the following table.

CONDITION OF PAINT	ACTION REQUIRED
Good condition/unbroken	Clean and remove dirt
Thin, but unbroken finish	Clean and apply two topcoats
Badly eroded, substrate showing	Clean, prime, apply two topcoats
Crack, flaking, substrate exposed	Remove loose paint film, clean, prime, and apply two topcoats

FINISH SELECTION:

PRIMER – Use an exterior oil or water based primer formulated for use on wood composite products which will seal the surface and is compatible with the topcoat finish to be applied.

TOPCOATS – Use low or non-chalking exterior acrylic latex paint, low chalking acrylic or acrylic heavy bodied latex stain, or gloss or semi-gloss oil base paint. Only MiraTEC Trim with wood-like texture is suitable for staining. All exposed MiraTEC Trim and Mouldings surfaces, including the bottom edges, must be well coated.

Do not use shake and shingle paints, flat oil or flat alkyd paints, vinyl acetate (PVA) vinyl acrylic, or vinyl acetate-acrylic copolymer paints, oil base transparent or opaque stains.

Due to variables involved in field application of finishes, CMI cannot be responsible for the performance of field-applied coatings.

- 4) Water Drainage/Diversion: Allowing water from roofs and sprinklers to run down the surface of the MiraTEC Trim and Mouldings can cause discoloration and accelerated erosion of the paint. Locate landscape sprinklers so that water will not hit the MiraTEC Trim and Mouldings.

Appropriate action(s) must be taken to remedy any of the above noted conditions or the warranty will be void.

Product Warranty

Fypon, Ltd.

FYPON

All prices in U.S. Dollars. All prices, models and specifications subject to change without notice.

1. WHAT THE LIMITED WARRANTY COVERS AND FOR HOW LONG

a) LIFETIME LIMITED WARRANTY FOR HOMEOWNERS

Subject to the limitations and exclusions below, Fypon, Ltd ("Seller"), warrants to only the original owner of the residential dwelling (and to the builder or contractor of the dwelling) in which or on a Fypon® product ("Product") is initially installed ("Warranty Holder"), provided the Product remains in the position of original installation, that the Product will be free from non-conformities in material and workmanship for as long as the original owner owns such dwelling ("Warranty Period"). The Warranty Holder may not transfer this Limited Warranty to any other party.

b) 4- YEAR LIMITED WARRANTY FOR OWNERS OF COMMERCIAL OR MULTI-RESIDENT PREMISES

Notwithstanding the above provision, and subject to the limitations and exclusions below, if the Product is initially installed in a commercial or investment premises, or a multi-resident premises (such as, but not limited to a condominium, townhouse, duplex, apartment building, or cooperative) and the occupant of such premises is normally not responsible for repair or replacement of the Product, Seller warrants to the party who owns that premises or is otherwise responsible for repair or replacement of the Product (and to the builder or contractor) ("Warranty Holder"), provided the Product remains in the position of original installation on such premises, that the Product will be free from non-conformities in material and workmanship for a period of 4 years ("Warranty Period") from the date the Product was originally purchased from the Seller or an authorized dealer. This 4 year Limited Warranty is transferable during the Warranty Period.

By way of clarification, If Product is installed in a residential dwelling inside a multi-resident premises (by way of example, a condominium unit ("residential dwelling") in a condominium building ("multi-resident premises")) but the owner of that residential dwelling is responsible for repair and replacement of the Product, then the above Lifetime Limited Warranty for Homeowners applies and extends to the original owner of the dwelling (and to the builder or contractor of the dwelling), as indicated in the previous section. If, on the other hand, the owner of the multi-resident premises (the condominium association or

apartment building owner, for instance) is responsible for the repair or replacement of the Product in or on the dwelling, then the 4-Year Limited Warranty applies and extends to the owner of the multi-resident premises (and to the builder or contractor of the premises).

2. WHAT THE LIMITED WARRANTY DOES NOT COVER

a) GENERALLY

This Limited Warranty provided herein covers only those manufacturing and material non-conformities, as specified above and does not include non-conformities or damages attributable to or arising from any other cause, including, but not limited to, Product: (i) used for purposes for which it is not designed or intended by Seller, or that exceed design(s) test evaluation, as specified by Seller in its product literature, installation instruction, or as otherwise was known or should reasonably have been known by the Warranty Holder or its architect, contractor, or building agents; (ii) which has been subjected to misuse, vandalism, abuse, negligence, or accident; (iii) which have been improperly stored, installed, maintained, or operated; (iv) which have been stored, installed, maintained, painted, stained or cleaned or used in violation of, or inconsistent with, written instructions provided by Seller to Warranty Holder or generally available in Seller's product literature or on Seller's world wide website www.fypon.com (v) which have been subjected to improper temperature, humidity, fire, flood, acts of God, including but not limited to, stresses, winds, debris, or other environmental conditions; (vi) which have been affected by normal or abnormal wear and tear; (vii) which have been used in a manner which results in a load bearing application in violation of, or inconsistent with, the Seller's specifications or installation instructions for the Product, or as otherwise known or should reasonably have been known by the Warranty Holder, or its architect, contractor, or building agents; (viii) which have been used as a support for climbing plants or other materials,

(viii) which has been abused by harmful fumes, vapors, solvents, chemicals or chemical pollutants in the atmosphere; (ix) which has been adversely affected as a result of building settlement or structural failures of walls or foundations of the premises on or in which the Product is affixed or installed; (x) which have been removed after the original installation and reinstalled.

b) IMPROPER FINISHING OR INSTALLATION VOID THE LIMITED WARRANTY; MAINTENANCE SHOULD BE TIMELY

The Limited Warranty will be void if the Products are not installed in accordance with Seller's published instructions, including without limitation, the proper use of glue, paint, and non-corrosive fasteners in combination with recommended adhesive. Proper use of glue and adhesives is crucial to correct installation. Painting with an exterior grade paint is required of all Product purchased with factory applied primer, including all polyurethane Products. PVC free foam Products do not require paint. If PVC free foam is painted, the painting instructions provided by the Seller must be followed or this Limited Warranty will be void. QuickRail and QuickPost products should never be painted; to do so shall void this Limited Warranty. The Products should never be installed with fasteners that are susceptible to corrosion. Damage that occurs during installation is not covered by the Limited Warranty, but dents, gashes, cut surfaces, or other damage should be promptly addressed by the installer in accordance with Seller's published instructions, which includes directions on the use of wood filler, automotive filler, adhesive, putty, and caulk. The Products should not be stored or installed in an area subject to solar temperature buildup or localized heat (such as might occur if the Product were placed behind a storm door). Pre-installation acclimation to the installation area may be required.

c) USE OR PRODUCTS FOR STRUCTURAL SUPPORT WILL VOID THE WARRANTY UNLESS OTHERWISE EXPRESSLY PROVIDED BY THE SELLER

This Limited Warranty will be void if a Product that is described in Seller's Product literature for decorative purposes only is used to provide any structural support. The load bearing capacity of the structural column, balustrade, railing and porch post Products is set forth in Seller's Product literature and should be reviewed prior to purchase and installation. Seller is not responsible for installation alterations that may be required to meet local building codes.

d) PUBLISHED PRODUCT MATERIALS MUST BE REVIEWED

PRIOR TO PURCHASE, INSTALLATION (INCLUDING WITHOUT LIMITATION PRE-INSTALLATION STORAGE, PRIMING, FINISHING, STAINING AND PAINTING), USE AND MAINTENANCE OF THE PRODUCT, WARRANTY HOLDER AND ITS

CONTINUED ON NEXT PAGE

All prices in U.S. Dollars. All prices, models and specifications subject to change without notice.

ARCHITECT, CONTRACTOR, AND/OR BUILDING AGENTS SHOULD REVIEW SELLER'S PUBLISHED PRODUCT SPECIFICATION (INCLUDING WITHOUT LIMITATION THE PRODUCT MANUAL) AND INFORMATION INDICATING WHICH PRODUCTS ARE SUITABLE FOR INTERIOR AND/OR EXTERIOR USE, AND WHETHER OR NOT THE PRODUCTS ARE SUITABLE FOR, AND THE EXTENT OF, LOAD BEARING CAPACITY, AND SELLER'S INSTALLATION, USE AND MAINTENANCE INSTRUCTIONS FOR THE PRODUCT. THIS INFORMATION ACCOMPANIES THE PRODUCT AND/OR IS AVAILABLE UPON REQUEST FROM THE SELLER AND/OR IS AVAILABLE ON SELLER'S WORLD WIDE WEB SITE WWW.FYPON.COM. FAILURE TO FOLLOW THESE INSTRUCTIONS AND INFORMATION WILL VOID THE PRODUCT'S LIMITED WARRANTY.

e) SPECIAL ENVIRONMENTAL CONDITIONS AND FIRE RESISTANCE ARE NOT COVERED BY THE LIMITED WARRANTY

This Limited Warranty does not cover damage attributable or caused by acts of God that include but are not limited to, stresses, winds, debris and other conditions that exceed design(s) as test evaluated and referenced in Seller's published Product materials and installation. The Products have not been specifically formulated for fire resistance nor tested by any official independent laboratory.

3. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY

In the event of a non-conformity in workmanship or materials in the Product or one or more components of the Products as specified in this Limited Warranty, Seller's obligation is, at its sole option, to either: a) provide replacement Product or component(s) to you or the Seller's dealer you designate (color matching not guaranteed); or b) provide for repair of the Product or component(s) (color matching not guaranteed); or c) refund the purchase price of the Product or component(s) at the time the Product or component(s) was installed (the lesser of the original Product purchase price or the original catalog list price). Repaired or replaced Product or components are individually warranted only under the same terms and for the remaining balance of the Warranty Period applicable to that Product or component(s) which is repaired or replaced. **THIS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY.** By way of example but not limitation, the following costs and expenses are not covered by the provisions of this Limited Warranty: (i) labor costs for the removal, reinstallation or refinishing of Products (or of other building materials which must be removed, reinstalled or refinished in order

to repair or replace the non-conforming Products); (ii) shipping and freight expenses required to return Products to Seller; (iii) normal maintenance; and (iv) consequential, special, or indirect losses or damages of any kind.

4. DISCLAIMER OF OTHER WARRANTIES

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, ANY SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY THAT LAW. SOME STATES/ PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

5. LIMITATION OF LIABILITY

SELLER'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE AS SET FORTH ABOVE. IN NO EVENT, WILL SELLER OR ITS AFFILIATES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE OF ANY KIND TO A RESIDENCE OR BUILDING, LABOR COSTS OF ANY KIND, REMOVAL, REINSTALLATION, REFINISHING, LOSS OF USE OF THE PRODUCTS, COSTS OF TEMPORARY OR PERMANENT RELOCATION OF PERSONS OR PROPERTY, LOSS OF PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STORAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN, DOWNTIME, OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, CLAIMS OF EMOTIONAL DISTRESS, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, OR CLAIMS OF WARRANTY HOLDER'S CUSTOMERS FOR SUCH DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

EVEN IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SELLER'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT WARRANTED HEREUNDER, OR THE NON-CONFORMING PORTION THEREOF, WHICHEVER IS THE LESSER AMOUNT.

6. CLAIMS

Claims under this Limited Warranty must be initiated during the Warranty Period. To initiate a claim under this Limited Warranty, please contact the builder or contractor who installed the Product or the dealer who provided the Product. In the event that the builder or contractor or dealer is not known or can not be contacted, please contact Seller's Customer Service department at 1-800-446-3040 or as directed at www.fypon.com. Claimant will be required to provide the necessary proof of home or premises ownership and the date of purchase of the Product and may be required to return the Product or component to Seller (at Claimant's expense).

7. PRODUCT CHANGES

Seller reserves the right to discontinue or change any Product it manufactures or sources. If the Product or component of the Product originally installed is not available and Seller elects to provide a replacement, Seller shall have the right to substitute such Product or component with a Product or component designated by Seller, at its sole option, to be of equal quality and price.

8. INTERNATIONAL SALES

Seller does not warrant that published Product and technical information regarding Products is consistent with applications, building customs, or building standards outside of North America. Seller's customers outside of North America should contact a local Product distributor or Seller's Sales Department - International Sales for specific guidelines and questions regarding Product warranty.

Corporate Headquarters
Fypon, Ltd.
960 West Barre Rd.
Archbold, OH 43502
1-800-446-3040 · Fax 1-800-446-9373
www.fypon.com



Fiberon Professional Decking and Horizon Railing

20-Year Limited Performance Warranty Coverage

This warranty covers the following products made by Fiberon for a period of twenty (20) years from date of the original consumer purchase from an authorized Fiberon product distributor. Fiberon ("Warrantor") warrants the following Decking and Railing named below will not check, splinter, delaminate, rot, or suffer structural damage from fungal decay when used in conjunction with an above ground application in a residential structure, under normal residential use and is installed and maintained according to manufacturer's guidelines.

Decking: Fiberon Professional Decking
 Railing: Fiberon Horizon® Railing
 Fasteners: Fiberon branded Hidden Fasteners as listed on www.fiberondecking.com

Fiberon Phantom Fasteners are warranted for 20 years from the date of invoice against defects in material and workmanship when installed according to manufacturer's installation instructions. This warranty excludes rust. For best results, use only Fiberon branded or those approved hidden fasteners listed on our web site, www.fiberondecking.com. Fiberon branded hidden fasteners are specifically designed to provide optimum performance when used with Fiberon deck boards. The use of other types of fasteners may void the Fiberon warranty if it is determined that deck board failures resulted from the use of non-approved fasteners.

Any owner seeking remedies under this warranty must notify Fiberon in writing within 30 days after discovering a possible nonconformity of the Product and before beginning any permanent repair. This written notice should describe the possible nonconformity and include the date the Product was installed. Immediately upon discovering any possible nonconforming Product, the owner must immediately make temporary repairs at the owner's expense to protect all property that could be affected. The owner must allow Fiberon to enter the property into which the Product is installed to inspect the possibility of nonconforming Product. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Purchaser's sole remedy for any claim whatsoever arising out of the purchase, use, storage or possession of Fiberon products (whether such claim arises is contract, warranty, tort, strict liability or otherwise), including without limitation any claim that Fiberon products failed to perform as warranted above, shall be replaced with new Fiberon product in an amount equal to the volume of defective material as listed on the prorated warranty schedule. Replacement material will be provided that is as close as possible in color, design and quality to the original installation, but we do not guarantee an exact match as colors and designs will change. Additionally claimant agrees to the use of surface fasteners as adequate for reinstallation by the claimant of the furnished board, irrespective of existing deck method. Warrantor may elect to refund the percentage of the original purchase price listed on the Prorated Warranty Schedule in lieu of replacing the product or if Fiberon deems the repair is not commercially practicable or cannot be made in a timely manner.

To obtain replacement, the original owner must send this warranty certificate, copy of original invoice and photos of the issue to the address at the bottom of this document. Such invoice must be from an authorized Fiberon product dealer and must show (1) the date of the purchase and (2) that sufficient Fiberon product has been purchased to cover the number of lineal feet claimed to be damaged.

Warrantor shall not be liable for installation, removal or reinstallation costs or for any indirect, punitive, exemplary or consequential damages of any kind. Fiberon does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Fiberon products and/or failure to abide by Fiberon's installation guidelines, including but not limited to improper gapping; (2) use of Fiberon products beyond normal residential use or in an application not recommended by Fiberon's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Fiberon products are installed; (4) Defects to or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair; (5) any act of God (such as flooding, hurricane, earthquake, lightning, etc.); (6) discoloration caused by aggressive atmospheric pollutants including but not limited to metallic oxides or particles, and airborne mold or mildew; (7) staining from foreign substances such as dirt, grease, oil, harsh chemicals found in cleaners or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which will cause any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (8) damage resulting from fire or exposure to excessive heat sources such as cooking devices or retro-reflective surfaces; (9) the application of improper paints, stains, surface treatments or other chemical substances including but not limited to unapproved cleaners, pesticides; (10) climate change or any other cause beyond the control of Fiberon; (11) variations or changes in color of Fiberon products; (12) improper handling, storage, abuse or neglect of Fiberon products by Purchaser or third parties; (13) ordinary wear and tear; (14) impact from foreign objects ; or (15) any fasteners not supplied or approved by Fiberon.

The purchaser is solely responsible for determining whether Fiberon product meets the requirements of any applicable safety code or similar regulation. No person or entity is authorized by Warrantor to make any statement or representation, as to the quality or performance of Fiberon product, other than as contained in this Limited Warranty and it may not be altered except in a written instrument signed by Warrantor and buyer. Some states do not allow limitation on how long any implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

For further information, contact:
 Fiberon, Consumer and Technical Support Department
 198 Random Dr., New London, NC 28127
 phone 800-573-8841 | fax 704-463-7330 | email info@fiberondecking.com | www.fiberondecking.com

FIB-0054-LIT Rev H 3/12

**Fiberon
Professional
Decking and
Horizon Railing**
20-Year Limited
Performance Warranty

Year of Claim	Recovery
0 - 10	100%
10 - 12	80%
12 - 14	60%
14 - 16	40%
16 - 18	20%
18 - 20	10%



Mid-America Limited Lifetime Warranty

The Tapco Group™ (TTG), a Headwaters Company, warrants¹ its Mid-America Siding Components® line of products including the following:

- | | | |
|---------------------------------|-------------------------------------|-----------------------------------|
| - Shutters | - Utility Vents and Mounting Blocks | - Gable Vents |
| - Headers for Windows and Doors | - Sunbursts | - Dentil Trim |
| - Door Surrounds | - Designer Windows ² | - RidgeMaster and Hipmaster Vents |

as is expressly provided in this document. TTG warrants to the original owner at the time of installation of a residence on which any of the above products have been installed and to a party to whom the original owner transfers this warranty as permitted by this document (a "permitted transferee") that such products will be free from manufacturing defects which result in cracking, splitting, and excessive fading when subject to normal use during the lifetime of such original owner. The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation of the products on homeowner's home. In the case of a permitted transferee, warranty coverage shall be pro-rated as disclosed in the table below.

This warranty is subject to the following limitations:

1. The warranted product must have been installed in accordance with the manufacturer's installation instructions. Products not installed in this manner will not be warranted.
2. TTG shall solely determine whether the product was installed according to its installation instructions.
3. The homeowner and any permitted transferee shall have the burden of establishing to TTG's reasonable satisfaction the date of purchase of the warranted product and the amount paid for such product. The original homeowner shall also have the burden of proving his/her/their ownership of the residence on such date.
4. In the case of a claim of excessive fading, the homeowner is advised that some degree of fading over time is expected. Therefore, TTG shall solely determine whether the amount of fading in any particular case is excessive. TTG will not be held responsible for fading, peeling, cracking or any other deterioration of finishes applied by any third parties.
5. In the event of a claim during the warranty period, TTG at its sole option will either (a) repair or replace the warranted product(s) without charge to the homeowner, or (b) if TTG is unable to repair the product in a commercially reasonable fashion and if TTG is unable to replace the product (for example, because it has been discontinued), or notwithstanding that the product may be repaired or replaced, the homeowner nevertheless chooses to accept a refund, TTG will refund to the homeowner a sum equal to the actual price paid for the product at the time of purchase less reasonable depreciation from the date of purchase, which shall be determined as per the pro-ration schedule below.
6. This warranty excludes reasonable travel expenses and labor charges incurred by TTG and/or its contractors in removing and/or replacing a warranted product.
7. If TTG attempts a reasonable number of times to repair a defective product under this warranty but those attempts are unsuccessful, TTG at its option may either replace the product or pay a refund to the homeowner as provided above.
8. This warranty will not cover claims for the following (a) damage to or failure of a warranted product resulting from acts of the homeowner or the installer, (b) damage to or failure of the product resulting from unreasonable use or the failure to reasonably maintain the product after the date of purchase.
9. **THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

10. THE OBLIGATIONS AND LIABILITIES OF TTG UNDER THIS WARRANTY OR UNDER ANY IMPLIED WARRANTY WHICH IS APPLICABLE DESPITE THE PRECEDING DISCLAIMER ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR INCIDENTAL, CONSEQUENTIAL AND/OR ANY OTHER DAMAGES BASED UPON ANY THEORY OF RECOVERY AT LAW OR IN EQUITY INCLUDING SPECIFICALLY ANY THEORY OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR STRICT LIABILITY.

Some states do not allow limitations on implied warranties or the exclusion or limitation of consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Transferability. If there is a change in ownership from the original owner to a new owner, this warranty may be transferred to the new owner provided that the transfer occurs during the first five years after the date of purchase of the warranted products. It may only be transferred by the individual owner

¹ This warranty is effective April 1, 2009 and supersedes all previously published versions of this warranty. It shall remain effective until such time as TTG publishes a subsequent superseding version at which time it shall have no further effect.

² Designer windows themselves are warranted for a period of Ten (10) years from the date of purchase, while the frames of such windows are warranted for the lifetime of the original owner or for such lesser time as may be provided for a permitted transferee of this document.

who had the products installed to the individual to whom he sells his home. It may not thereafter be transferred again. To transfer rights under this warranty, the transferee must send to TTG reasonable evidence of: 1) the transfer of ownership of the property from the individual who originally had the products installed; 2) proof of the date of purchase of the products; 3) \$100 which is TTG's fee to process the transfer. These items must be received by TTG within 60 days of the transfer of ownership of the property to the transferee of the warranty. Failure to do so within 60 days will void the warranty. In the event of a permitted transfer, the effective date of the warranty for pro-ration purposes will remain the date of original purchase of the warranted products by the original property owner. In the event of a qualified transfer, the permitted transferee shall be subject to pro-ration in the Warranty Coverage Specification below to account for usage received. In any event, coverage provided shall in no event exceed the original purchase price of any defective material. The warranty protection provided against excessive fading is not transferable from the original property owner.

Customer Responsibilities

The warranty claimant must notify TTG within 30 days of discovering the basis for a claim under this warranty in writing and provide proof of the date of purchase, as well as proof of property ownership and/or an allowed transfer of ownership. All notifications should be sent to:

Mid-America Siding Components, Attn: Warranty Department, 29797 Beck Road, Wixom, MI 48393

The owner may be required to submit a sample of any defective material to TTG for laboratory analysis. TTG will then investigate the claim and examine the material claimed to be defective. If a defect covered by this warranty is confirmed, TTG, within a reasonable amount of time after the inspection, will satisfy its obligations under this warranty.

TTG must be allowed a reasonable opportunity to determine and fulfill its obligations under this warranty before the homeowner or others make any repairs. The homeowner's failure to abide by the terms of this provision shall void any responsibility of TTG to pay for repairs or other work done by third parties.

Lifetime Warranty Coverage Schedule	
	Share Of Purchase Price Paid By Original Homeowner That TTG Will Pay Toward A Covered Claim
During term of Original Purchaser's Ownership of the Property	100%

Pro-Rated Warranty Coverage Schedule	
Number Of Years Since Date Of Purchase Of Warranted Product By Original Homeowner	Share Of Purchase Price Paid By Original Homeowner That TTG Will Pay Toward A Covered Claim
0-5 years	100%
6 years	90%
7 years	80%
8 years	70%
9 years	60%
10 years	50%
11 years	40%
12 years	30%
13 years	20%
14 or more years	10%

CertainTeed
EverNew®

Vinyl Railing & Deck Systems

Lifetime Warranty



CertainTeed 

Quality made certain. Satisfaction guaranteed.™

What and Who Is Covered and for How Long

CertainTeed warrants to the original homeowner/purchaser that its CertainTeed EverNew® vinyl deck and railing products will be free from manufacturing defects – including peeling, flaking, blistering and corroding – when subject to normal and proper use.

Should any manufacturing defect occur during the lifetime of the original homeowner (and as long as the original homeowner is still living and retains ownership of the property), CertainTeed will repair or replace, at its sole option, the defective vinyl deck and railing product. Except during the SureStart™ protection period, CertainTeed shall not be liable or responsible for labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement product. CertainTeed also reserves the right to refund the amount paid by the original owner for the vinyl deck and railing product.

In the event of repair or replacement under the terms of this limited warranty, the original warranty shall apply to the repaired or replacement vinyl deck and railing product, and will extend for the balance of the warranty period in effect at the time the product proved defective by CertainTeed.

The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation.

The lifetime coverage offered by this limited warranty is designed to cover original individual homeowners only. In the case of vinyl deck and railing product purchased by, or installed upon property owned by, corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements, apartment buildings, or any other type of building or premises not used by individual homeowners as their residences, the warranty period will be 30 years following the installation of the vinyl deck and railing product.

SureStart™ Protection



CertainTeed vinyl deck and railing products are covered by SureStart™ protection for a period of five years following the date when installation has been completed. Under this warranty feature, CertainTeed, at no charge, will repair or replace, at its sole option, any vinyl deck and railing product proven to be defective by CertainTeed during the five-year SureStart period.

CertainTeed's maximum liability under SureStart will be equal to the reasonable cost to replace the defective vinyl deck and railing product at its current value, including the reasonable cost of labor.

ColorLast™ Fade Protection

CertainTeed warrants its vinyl deck and railing products against excess fading beyond normal weathering if caused by a manufacturing defect and is reported to CertainTeed in accordance with the notice provision contained in the "What the Customer Must Do" portion of this warranty. Excess fade is defined by a change in color greater than four (4) Hunter units as calculated according to ASTM D2244. If CertainTeed determines that the vinyl deck and railing product has excess fade, CertainTeed will either repair or provide replacement product, at its option, for the defective vinyl deck and railing product. CertainTeed also reserves the right to refund the amount paid by the original purchaser for the vinyl deck and railing product (but not including the cost of its initial installation).

Solar Post Caps

CertainTeed warrants to the original homeowner/purchaser that its solar post caps will be free from manufacturing defects when subject to normal and proper use for a period of two years from the date of installation. This warranty does not apply to (a) damage caused by accident, abuse in handling or

dropping; (b) acts of God; (c) units that have been subject to unauthorized repair, opening, modification, or disassembly; (d) units not used in accordance with CertainTeed instructions; (e) LED's and batteries; (f) normal wear and tear; (g) the unit finish as a result of scratches or weathering; or (h) any other damage not related to a manufacturing defect. In the event that CertainTeed determines that the solar post cap contains a manufacturing defect during the two years after installation, CertainTeed, at its sole option, will repair or replace the affected solar post cap. In no event shall CertainTeed have any liability for the affected solar post cap in excess of the original price paid by the purchaser for the solar post cap.

Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Improper installation or installation not in strict adherence to CertainTeed's written instructions;
- Use of accessories which do not properly receive and/or secure CertainTeed vinyl deck and railing products;
- Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God;
- Movement, distortion, collapse or settling of the ground or structure on which the vinyl deck and railing product is installed;
- Any other cause not involving manufacturing defects in the material supplied by CertainTeed.

The vinyl deck and railing product is not warranted against discoloration or other damage caused by air pollution (including but not limited to metal oxides or metallic particles), mildew, exposure to harmful chemicals or normal weathering from the elements.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the vinyl deck and railing product, the cleanliness of the air in the area, and many other influences over which CertainTeed has no control.

Notwithstanding anything set forth above, the vinyl deck and railing product is warranted against yellowing of the product due to normal weathering from the elements.

This warranty does not apply to, and the warranty voided for, vinyl deck and railing product which has been painted, varnished or coated over the manufacturer's original finish.

CertainTeed reserves the right to discontinue or modify any of its products, including the color, without notice to the homeowner/purchaser, nor shall CertainTeed be liable in the event the replacement product may vary in color or gloss in comparison to the original product as a result of normal weathering. If CertainTeed replaces or repairs any product under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

Transferability

This limited warranty is transferable only by original individual homeowners to any subsequent homeowner(s) of the property where the CertainTeed vinyl deck and railing products were installed, provided that each subsequent homeowner retains the original or a copy of the original bill of sale to the original owner. Lifetime warranty coverage is only available to the original homeowner. In the event of property transfer, the term of this limited warranty will be for a maximum of 30 years from the date of original installation.

In the case of vinyl deck and railing products purchased by, or installed upon property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements, apartment buildings, or any other type of building or premises not used by individual homeowners as their residences, the limited warranty is not transferable.

Limited Warranty and Limitations of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REPLACING OR CLEANING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE VINYL DECK AND RAILING PRODUCT AND ONLY DURING THE SURESTART PROTECTION PERIOD WILL CERTAINTEED'S TOTAL LIABILITY INCLUDE THE ORIGINAL COST OF LABOR TO INSTALL THE VINYL DECK AND RAILING PRODUCT.

This warranty gives you specific legal rights, and you may also have other rights that may vary from state to state.

This warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

What the Customer Must Do

The homeowner/purchaser must promptly notify CertainTeed in writing of any claimed manufacturing defect and provide proof of the date of purchase and installation, as well as proof of property ownership. All notifications should be sent to: CertainTeed Corporation, 231 Ship Canal Parkway, Buffalo, NY 14218, Attn: Consumer Services Department. The homeowner/purchaser may be required to submit a sample of the claimed defective material to CertainTeed for analysis. CertainTeed will then investigate the claim and may examine the material claimed to be defective. If a manufacturing defect covered by this warranty is confirmed by CertainTeed, CertainTeed, within a reasonable amount of time after the investigation, will, at its sole option, repair or replace the deck and railing product, or refund the amount paid by the original purchaser for the deck and railing product and accessories, per the terms of this warranty.

This warranty is effective for products purchased after 1/1/2010.



LIMITED LIFETIME WARRANTY
Belleville® Fiberglass Entry Doors



Subject to the limitations and conditions set forth below, Masonite warrants the door panel to be free of manufacturing defects in material and workmanship from the date of its original installation. Masonite grants this warranty only to the original purchaser of the door and the original purchaser of the building where the door was installed. **THIS WARRANTY IS NOT TRANSFERABLE.**

The warranty excludes any defects in the coating on the door, any glass inserts or other accessories. Also excluded are defects resulting from (1) exposure to chemicals, acid or fumes; (2) improper use; (3) improper installation; (4) improper maintenance; (5) water-related damage; or (6) a failure to follow any applicable installation, care or maintenance instructions.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. MOREOVER, IN NO EVENT WILL MASONITE BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This warranty gives you specific legal rights. Other rights vary from state to state and may apply to you. Some states and federal laws do not allow the exclusion of implied warranties. In the event these laws apply, then the length of any implied warranty shall be one (1) year or the shortest time in excess of one year permitted under applicable law. Similarly, some states do not allow the exclusion or limitation of consequential damages and, if applicable, this limitation will not apply.

If a defect occurs, Masonite, at its sole option, will furnish a replacement door, repair the door or refund the original purchase price. **MASONITE'S MAXIMUM LIABILITY IS LIMITED TO THE AMOUNT OF THE ORIGINAL PURCHASE PRICE. MASONITE WILL NOT PAY THE COSTS OF**

LABOR, INSTALLATION OR FINISHING FOR ANY REPLACEMENT DOOR. No representative of Masonite or any other person has any authority whatsoever to assume for Masonite any other liability or responsibility in connection with the door warranted herein.

If you have a warranty claim, please notify your Masonite Dealer. Include in the notice the following information:

- A. description of door;
- B. name and address of owner and installer;
- C. proof of sale; and
- D. detailed explanation of defect.



Masonite® and "Masonite. The Beautiful Door™" are trademarks of Masonite International Corporation. Please check with your Masonite dealer or distributor for current warranty terms and conditions 5/10. Printed in the USA ©2010 by Masonite International Corporation

www.masonite.com

86910064 Rev. B 05/10

MASONITE



Kolbe & Kolbe Millwork Co., Inc.

EXPRESS LIMITED WARRANTY FOR WINDOW AND DOOR PRODUCTS

Kolbe & Kolbe Millwork Co., Inc. (herein/after referred to as "Kolbe"), warrants that, if installed, finished, maintained and operated in accordance with Kolbe's instructions, all non-vinyl WINDOW and DOOR products manufactured by Kolbe (with the exception of special items and products for which there is no warranty) shall be free from defects in material and workmanship that would render them unserviceable or unfit for the ordinary use for which each window or door is manufactured, for a period of TEN (10) YEARS from the date of original purchase from the retailer/dealer.

As to Kolbe's PVC Vinyl Products line, Kolbe warrants that the uPVC vinyl frame and sash parts on its vinyl windows and doors will not, for the LIFE of the structure into which the product is installed, warp, distort or split such that it would negatively affect operation or appearance under ordinary conditions as a result of manufacturing defects in the extrusions. Field painting or staining and/or exposure to unusual temperature situations will void this warranty with respect to such parts on vinyl units.

Kolbe's obligations under this Express Limited Warranty shall be limited, at its option to (1) repair any window/door, (2) replace any window/door in whatever stage of fitting and/or finishing it was in when originally supplied by Kolbe, (3) provide a comparable new Kolbe replacement part (all replacement parts will be to the standards and/or specifications in effect at time of claim and not at the time of original manufacture) for any part which Kolbe determines to be defective in material or workmanship under normal use and service or (4) refund the price received by Kolbe for any window/door, if the window/door is found not to comply with this Warranty.

This Express Limited Warranty extends to all WINDOW and DOOR products manufactured by Kolbe & Kolbe Millwork Co., Inc. (with the exception of special items and products for which there is no warranty). This Warranty applies only if the Kolbe product is installed in a structure located within the United States of America or Canada. Kolbe does not warrant any product which is installed outside the United States or Canada. This Warranty applies only to products as originally installed in the customer's building and does not apply to any tear outs and reinstallations.

This Warranty runs from the date of original purchase from the retailer/dealer and is extended to all first end users of Kolbe products, and is transferable to subsequent end users for the remainder of the stated Warranty period in the original structure. The Warranty of replacement products (including upgrades thereto) furnished pursuant to this Warranty will be limited to the remainder of the warranty period of the original product.

This warranty is not meant to cover the items of glass/insulated glass and/or the prefinishing of Kolbe products. These items are covered by their own warranties. Also, please refer to the section on OTHER EXCLUDED ITEMS for mention of hardware and other items not covered herein.

WARRANTY EXCLUSIONS

Kolbe does not warrant any of the following:

- (a) Unsatisfactory service or appearance of the product caused by failure to follow the standard handling, job finishing and installation instructions,
- (b) The appearance of field finished windows/doors,
- (c) Normal wear or discoloration of finishes, including, but not limited to, the tarnishing of brass, and/or oil-rubbed finishes,
- (d) Natural variations in the color or texture of wood,
- (e) Any special product or item which is manufactured according to specifications provided by the customer, its agents or representatives (See the following paragraph titled "Special Items and Products"),
- (f) Any 1-1/8" thick door, or any 1-3/8" thick door used in an exterior application,
- (g) Product performance in the event the product has been modified/ordered in any way from the product as tested and/or certified, such as, for example, a door unit without a multi-point locking system,
- (h) Panel shrinkage in a door,
- (i) Cutting into mortise and tenon joints and/or door dowels,
- (j) Surface grain separation or "checking" of door panels,
- (k) Custom doors of any style, species, size, and quantity are excluded from this Warranty under the provision herein on Special Items and Products,
- (l) Any door slab that contains a panel (not including Ultra clad to the exterior door panels), whether flat or raised panel, shall be limited to a period of one (1) year under this warranty, allowing for other exclusions herein.
- (m) Door unit performance when supplied with optional oak and/or mahogany sills and/or handicap sills and accessories, and/or adjustable sills,
- (n) Warping of: (1) 1-3/8" thick doors that are wider than 3'0" or higher than 7'0", (2) Window/Doors with face veneers of different species of wood, (3) Doors that are improperly hung and/or do not swing freely.
- (o) Warping of 1-3/4" or thicker doors that are wider than 3'6" or higher than 7'0" except hinged doors that do not exceed 3'0" in width and 8'0" in height will be covered under this Warranty provided that (a) the door panel(s) must be factory ordered with our KPII primer on the interior and/or immediately field interior finished/sealed, and (b) also ordered with our K-Kron II finish and/or KPII primer on the exterior (clad doors are covered as they are exterior protected), and (c) use our 3-point/5-point locking system, and (d) a 3/8" warp tolerance is allowed. This means that door panels that do not exceed 3'0" in width and 8'0" in height must be interior primed as explained, must be exterior factory K-Kroned or be clad, and must have a 3-point/5-point locking system to be covered. Door panels that are 3'6" x 7'0" or less are covered without having to be factory interior primed, exterior K-Kroned or clad, or having our 3-point/5-point locking system.
- (p) Any product installed in structures that do not allow for proper management or drainage of moisture such as Exterior Insulation and Finish Systems (EIFS), also known as "Synthetic Stucco", and/or other barrier types of construction,
- (q) Environmental conditions or use exceeding design standards,
- (r) Condensation, frost, and/or mold on exposed surfaces. (Condensation, frost, and/or mold is not a defect in the product, but a result of excessive humidity),
- (s) Corrosion, wear, or failure of standard hardware, in seacoast high salt concentration areas and/or other highly corrosive environments. (Corrosion resistant hardware is available as an option. High salt concentration areas include but are not limited to 1,000 feet from a sea shoreline at mean high tide and/or pool enclosures with a high chlorine atmosphere.),
- (t) Products which have non-Kolbe products mulled/attached to them and/or field-mulled units if not mulled to Kolbe's specifications.

OTHER EXCLUDED ITEMS

There are numerous components used in our products which are covered by their manufacturers' separate warranties. These include, but are not limited to, such items as electric operators, fiberglass screen cloth, and numerous hardware items such as mechanical parts of locks and window operators/locks, and numerous door panels. Kolbe will assist you in recovering any warranty claim that may arise on these types of items and will provide copies of these warranties upon request.

DOOR ALLOWABLE TOLERANCES

Warp shall not be considered a defect unless it exceeds 1/4" in the plane of the door itself for doors up to 3'6" x 7'0" and/or 3/8" for doors over 3'6" x 7'0". Warp is any distortion in the door itself, and does not refer to the relation of the door to the frame or jamb in which it is hung. The term warp shall include bow, cup and twist, and shall be measured by placing a straightedge, taut wire or string on the suspected concave face of the door at any angle (i.e. horizontally, vertically, diagonally), with the door in its installed position. The measurement of bow, cup and twist shall be made at the point of maximum distance between the bottom of the straightedge, taut wire or string and the face of the door.

SPECIAL ITEMS AND PRODUCTS

A "Special Item" or "Special Product" is an item or product manufactured by Kolbe to meet the specific requirements of a customer or construction project and which do not conform in every respect to Kolbe's standard manufacturing specifications. Representation in product literature does not qualify products for non-special/standard status. Special items and products also include items manufactured for special or unique uses or are designated as such prior to or at the time of the acceptance of a purchase order wherein Kolbe disclaims existence of a warranty to the purchaser as part of the purchase contract. Kolbe does not warrant or guarantee any such items or products, nor is any such item or product warranted or guaranteed to meet any specific window/door test. Under the circumstances, Kolbe cannot and will not assume responsibility in any respect for these items or products either with respect to their operation or function. While Kolbe continues to be proud of its reputation of being able to manufacture any special item or product, nevertheless, because of the variety of items and products customers request Kolbe to make, Kolbe cannot foresee how each of these units will perform when installed at various construction and job site projects.

LIFT & SLIDE DOORS

Kolbe's Lift & Slide doors are covered under this Limited Product Warranty, Kolbe's Limited Glass Warranty, and Kolbe's Limited Prefinish Warranty. Exceptions to the application of Kolbe's warranty include, but are not limited to, the following: (a) Meeting of local building code requirements is the customers responsibility; (b) All Lift & Slide doors are custom made and may be of very large sizes that may exert limits on materials such as glass due to the size. For example, minor glass imperfections inherent in large pieces of tempered glass are not considered defects and are excluded from this warranty; (c) Prefinish of the product for protection of all wood components must be performed immediately upon arrival of the product to the job site; (d) Installation is of critical importance to the operation and function of these units. Not following Kolbe's suggested installation instructions/maintenance/finishing instruction will void this warranty. It's the customer's responsibility to determine weather conditions, water drainage methods, and the structural integrity of the residence for this type of product.

WARRANTY LIMITATIONS

THIS EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES THAT EXTEND BEYOND THIS EXPRESS LIMITED WARRANTY. KOLBE DOES NOT WARRANT ANY SPECIAL PRODUCT OR ITEM WHICH IS MANUFACTURED ACCORDING TO SPECIFICATIONS PROVIDED BY THE CUSTOMER, ITS AGENTS OR REPRESENTATIVES. UNDER NO CIRCUMSTANCES, WILL KOLBE BE LIABLE FOR ANY COSTS OF SHIPPING, TAXES, DISASSEMBLY, REMOVAL OR REINSTALLATION OF THE PRODUCT OR ANY PART, INCLUDING, THE INSULATION GLASS, PAINTING (EXCEPT AS PROVIDED BY THIS WARRANTY), STAINING OR ANY OTHER ACTIVITY NECESSARY IN FINISHING THE REINSTALLATION OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS TO OTHER PROPERTY. THE REMEDIES PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES AT LAW OR EQUITY.

PROCEDURE FOR CUSTOMER TO FOLLOW IN SEEKING PERFORMANCE UNDER THIS LIMITED WARRANTY

Written notice of any claim under this Warranty must be given to Kolbe & Kolbe Millwork Co., Inc., 1323 S. Eleventh Avenue, Wausau, Wisconsin 54401-5998, within thirty (30) days of discovery, and in any event, within the above stated Warranty period. In case of a defect reasonably discoverable by inspection of any product upon receipt of shipment from Kolbe, notice must be given within thirty (30) days thereafter and before the product is installed. No warranty or warranties shall apply in the absence of such notice. After receipt of notice, a representative of Kolbe will examine the claim and advise the customer concerning its disposition. Kolbe shall not be liable for any product repaired or replaced without its prior written consent. Action on any claim for warp may be deferred, at the option of Kolbe, for a period not to exceed twelve (12) months from the date of the claim. If a door has been installed prior to such claim being made, the door must remain hung in the original installation during the period of deferment to permit conditioning to humidity and temperature.

NOTICE OF RIGHTS

Some states do not allow limitation on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you. This Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. No customer, distributor, sales person, dealer, retailer or other representative of Kolbe has the authority to alter or change these warranties either orally or in writing.

MEDIATION AND ARBITRATION

In the event of any disagreement or dispute between Kolbe and any customer relating to this Warranty, any agreement between Kolbe and a customer, any Kolbe product or any dealings between Kolbe and a customer, or any claims under state or federal law, the parties shall submit such disagreement or dispute initially to mediation. If they are unable to resolve the disagreement or dispute by mediation, the matter will be submitted to binding arbitration pursuant to the rules of the American Arbitration Association or another similar association or service mutually agreeable to the parties. The mediation and arbitration shall be carried out in Wausau, Wisconsin and judgment upon the award rendered pursuant to such proceeding may be entered in any court having jurisdiction thereof.

GOVERNING LAW

This Express Limited Warranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.



Warranty Certificate Validation

Lifetime Window Warranty (Limited)

All vinyl windows manufactured by Vinyl Window Designs Ltd. ("VWD") are warranted against defects in materials and workmanship, occurring as a direct result of the manufacturing process. The following window parts and components are covered during the stated period, under normal use and service subject to the terms and conditions contained in this limited warranty.

LIFETIME ON INSULATING GLASS

Vinyl Window Designs warrants that your Intercept, Stainless, and TempSmart and INEX insulating glass units contained in the windows will conform to the Federal specification for insulating glass units fabricated from select A quality glass and that under normal conditions there will not be an obvious obstruction of vision which is the result of film formation or dust collection between the interior glass surfaces for as long as you own your home in accordance with all terms specified in this warranty. Warranty on any other spacer systems are limited to five (5) years.

LIFETIME ON VINYL

VWD warrants the VWD vinyl frames and sashes shall be free from defects in normal material and workmanship that result in blistering, peeling, flaking or corroding of the vinyl window frame or vinyl window sash members, excluding painted windows which are limited to a ten (10) year warranty. (See VWD Exterior Colour Warranty for details.)

LIFETIME ON HARDWARE

VWD warrants that all VWD vinyl window hardware shall properly perform their functions for the life of the window. Ultra Screen hardware and other hardware is warranted for ten (10) years from date of purchase. Screen mesh is not warranted against normal wear or tears.

GENERAL CONDITIONS

The Limited Lifetime Warranty stipulated in this document is the only warranty applicable to the vinyl windows manufactured by VWD. This Limited Warranty is in lieu of all other warranties, liabilities and obligations of VWD, oral or written, expressed or statutory. Implied warranties of merchantability and fitness for a particular purpose are limited to the duration of this Limited Warranty, except as may be otherwise accorded by law. To the extent permitted by law, VWD shall not be liable for consequential damages of any kind, including, but not limited to, any damage to the building, its contents or any person therein, inconvenience or any other cost except as specifically set forth herein. No representative of VWD or its distributors or contractors is authorized to make any change in or modification to this warranty.

PRODUCT USE

This Limited Warranty applies only in respect of VWD vinyl window products used in normal residential applications in Canada or in the United States and strictly for the purposes for which they are intended and in respect of the building in which they were originally installed. This warranty is extended to the original owner for his residential, single dwelling only. Warranty on condominiums, rental, commercial or institutional properties is limited to ten (10) years only or less as specified herein.

REPLACEMENT PARTS OR REPAIRS

VWD reserves the right to discontinue or change any design or method of manufacture. If VWD agrees to make a replacement under the terms of this Limited Warranty and an exact replacement part is not available, VWD reserves the right to substitute a part or parts of equal or superior quality at its sole discretion. The warranty period in respect of any VWD vinyl window product installed pursuant to this Limited Warranty shall be equal to the remainder of the warranty period applicable to the VWD vinyl window product originally installed.

LIMITED WARRANTY LIMITATIONS

VWD's liability hereunder is limited solely and exclusively to repair or replacement, at the option of VWD, of the defective VWD vinyl window product and VWD will not be liable for any labour or installation costs. All parts are F.O.B. Woodbridge, ON or the closest authorized VWD Dealer/Distributor. This warranty is to the original owner and is in effect as long as you own your home. A portion of this warranty can be transferred to a new owner provided that VWD receives written notification of the change in ownership and \$150.00 transfer fee within 30 days of the property changing ownership else the warranty ceases to be in effect. A transferred warranty is limited to a period of 10 (ten) years from the date of original purchase of the windows.

Revision date: July 26, 2010

EXCLUSIONS FROM LIMITED WARRANTY COVERAGE

This Limited Warranty does not apply to and VWD shall not be liable for any failure, defect or damage resulting from or in connection with any of the following.

A. Normal weathering and exposure to harmful chemicals, air pollutants and atmospheric conditions may cause all vinyl to gradually fade, chalk or suffer an accumulation of surface dirt or stains. These are normal occurrences and are not covered under this Limited Warranty.

B. Any defect, malfunction or failure to perform that has occurred because of unreasonable use, improper installation or failure to perform reasonable or necessary cleaning and maintenance (see section entitled "Window Maintenance").

C. Any damage to the window or components of the window caused by settlement or structural defects of the building in which they are installed.

D. Any damage caused by wind, hail, lightning or other acts of God, intentional act, accident, negligence or exposure to harmful chemicals or pollutants, including the use of harmful cleaning solvents or abrasives. Any damage caused by painting or coating of vinyl components not approved by VWD in writing as being approved.

E. Defects or breakage of a product or product component resulting from excessive thermal or physical stress including, but not limited to, broken glass or torn screens.

F. Damage caused by improper handling or installation.

G. Any window that has been repaired, modified or tampered with by any person other than a duly authorized representative of VWD.

H. Condensation on the windows, that may occur as the natural result of humidity within the house or building area and changes in the outside temperature, does not indicate a manufacturing defect and it is not covered under this Limited Warranty. This could result in premature seal failure that voids the warranty.

I. Window sizes that do not fall within the minimum and maximum dimensions of VWD's standard product offering, as published.

In the event that VWD's obligation under this Limited Warranty is sought, the Owner must notify the Dealer/Distributor in writing by registered mail and within thirty (30) days after the defect has first appeared. Such notification must contain the following:

- a) Name, Address and phone number(s) of the Owner.
- b) Date of installation and Invoice Number
- c) Your VWD warranty card including your registration number.
- c) A detailed description of the defect for which the warranty is requested.

VWD reserves the right to examine the window and installation in respect of which a claim is being made in order to determine the validity of any such claim prior to being liable under this warranty.

Upon receipt of this information, the Dealer/Distributor will notify the Owner of his share of costs (where such is applicable). No repair or replacement parts will be provided until Vinyl Window Designs Ltd. has received the Owner's payment of Owner's share of costs. The Dealer/Distributor will provide repair or replacement parts to the Owner upon receipt of the Owner's payment.

Window Maintenance

Exterior surfaces will be exposed to airborne dirt and pollution. Normal rainfall may be sufficient to remove surface accumulations. To remove more stubborn deposits use a liquid solution of mild household soap applied with a sponge to wipe down sash and frame components.

Caution: Never use abrasive cleaning agents, paint removers or solvents to clean vinyl components. When using any cleaner other than water, be certain to follow the manufacturer's directions exactly. Use personal protection equipment and protect shrubs and adjacent siding from direct contact with cleaning agents.

If stubborn stains exist, use the following chart for cleaning procedures:

Staining Agent	Cleaning Agent	preparation	Procedure
Light oils and greases Heavy grease Caulking compound Wax, crayon, asphalt, tars, etc.	Solvents: Mineral spirits V.M.P. Naphtha Auto tar remover	Remove excess dirt and debris with plastic or wooden scraper (non metal)	Use soft cloth to apply. Avoid polishing stained area by using too much pressure. After removing stain, rinse well with water.
Inks (marking) Nail polish Paint, gum, lipstick	Cleaning fluid (Trichloroethylene)	Remove excess dirt and debris with plastic or wooden scraper (non metal). Chill gum to remove excess.	Use soft cloth to apply. Avoid polishing stained area by using too much pressure. After removing stain, rinse well with water.
Rust stains	Oxalic Acid - Auto radiator cleaner	Make solution of 1 tablespoon of oxalic acid to 1 cup warm water.	Apply solution with soft bristle brush. Wipe with damp cloth then flush with rust-free water. (Use rubber gloves and protect eyes and face).
Stubborn stains	Xylene	Try the above procedures (1-3) first. Try this procedure only if they fail.	Dampen small area of a soft cloth with Xylene and rub vigorously. Do not remove any more material than necessary. Rinse thoroughly with water.

50-YEAR LIMITED WARRANTY



The warranty period for Ply Gem Stone products is 50 years from the date of installation. Ply Gem Stone is an all-masonry product, and will not flake, peel, or blister. The hardness of Ply Gem Stone offers ample protection against any possible damage resulting from hailstones striking the stone surface. Ply Gem Stone will not corrode or rust. The surface colors of our product will not run or streak in normal weathering.

This warranty does not include damages resulting from improper installation, willful abuse, misuse, or negligence. This warranty does not include damages resulting from fire, lightning, floods, earthquakes, or any other act of nature. This warranty does not include damage resulting from settlement of the building, movement in foundation or walls, or other failures of the structure. This warranty does not include surface discoloration due to air pollution, exposure to harmful chemicals, efflorescence, oxidation, or normal weathering of the surface. This warranty does not include damages resulting from other causes beyond the control of the manufacturer.

Ply Gem Stone reserves the right to replace or repair the stone at its discretion. Ply Gem Stone also reserves the right to refund the purchase price of the stone in lieu of repair or replacement. Ply Gem Stone reserves the right to discontinue and/or change any of its products. In the event the products covered under this warranty are not available, Ply Gem Stone shall have right to substitute a product that, at the sole discretion of Ply Gem Stone, is of equal quality or price.

Ply Gem Stone makes no express warranties, except as set forth herein, and shall not be liable for any incidental, special, or consequential damages with respect to the Ply Gem Stone covered by this warranty. This warranty is limited to the original purchaser and may not be transferred. Ply Gem Stone complete liability and the customer's exclusive remedies are limited to repair, replacement, or reimbursement and does not cover labor to remove or replace materials.



Shade Mountain Shadowledge



Autumn Fieldstone



Easton Fieldstone



149 Keene Lane • Middleburg, PA 17842-8293
(570) 857-7447 • Toll-free, 877-424-4442
Fax: (570) 857-7127 • E-Mail: support@plygemstoneinfo.com
www.plygemstone.com

Division 04 72 00

WS10



Wayne-Dalton Corp.
P.O. Box 87 • Mt. Hope, Ohio 44660
www.wayne-dalton.com

8300 and 8500 LIFETIME LIMITED WARRANTY

The Manufacturer warrants the **8300 and 8500** insulated garage door for as long as you own the door from the time of installation against structural failure (rendering the door inoperable) of the door sections due to separation/ degradation of foam insulation. Other conditions and exceptions as contained herein apply.

The Manufacturer warrants the steel skin of the **8300 and 8500** insulated garage door for as long as you own the door from the time of installation against deterioration such as cracking or splitting due to rust-through. Other conditions and exceptions contained herein apply.

The Manufacturer warrants the garage door hardware and track, excluding springs, for as long as you own the door against defects in workmanship or material from time of installation.

After a period of **TWENTY YEARS** from time of installation, replacement of **LIFETIME LIMITED WARRANTY** materials are prorated at 50 percent of Manufacturer's published pricing at time of claim.

This warranty extends only to the original homeowner, providing the door is installed in his/her place of primary residence. It is not transferable. The warranty applies to residential property only and is not valid on commercial or rental property.

The Manufacturer warrants that any parts of the door not covered by the above limited warranty will be free from defects in workmanship and material for **ONE YEAR** from the time of installation.

The Manufacturer shall, upon notification, correct any nonconformity at its option, by repairing, replacing, or refunding original purchase price of any defective part(s). This warranty covers material only and excludes all other charges incurred.

NO EMPLOYEE, DISTRIBUTOR, OR REPRESENTATIVE IS AUTHORIZED TO CHANGE THE FOREGOING WARRANTIES IN ANY WAY OR GRANT ANY OTHER WARRANTY ON BEHALF OF MANUFACTURER.

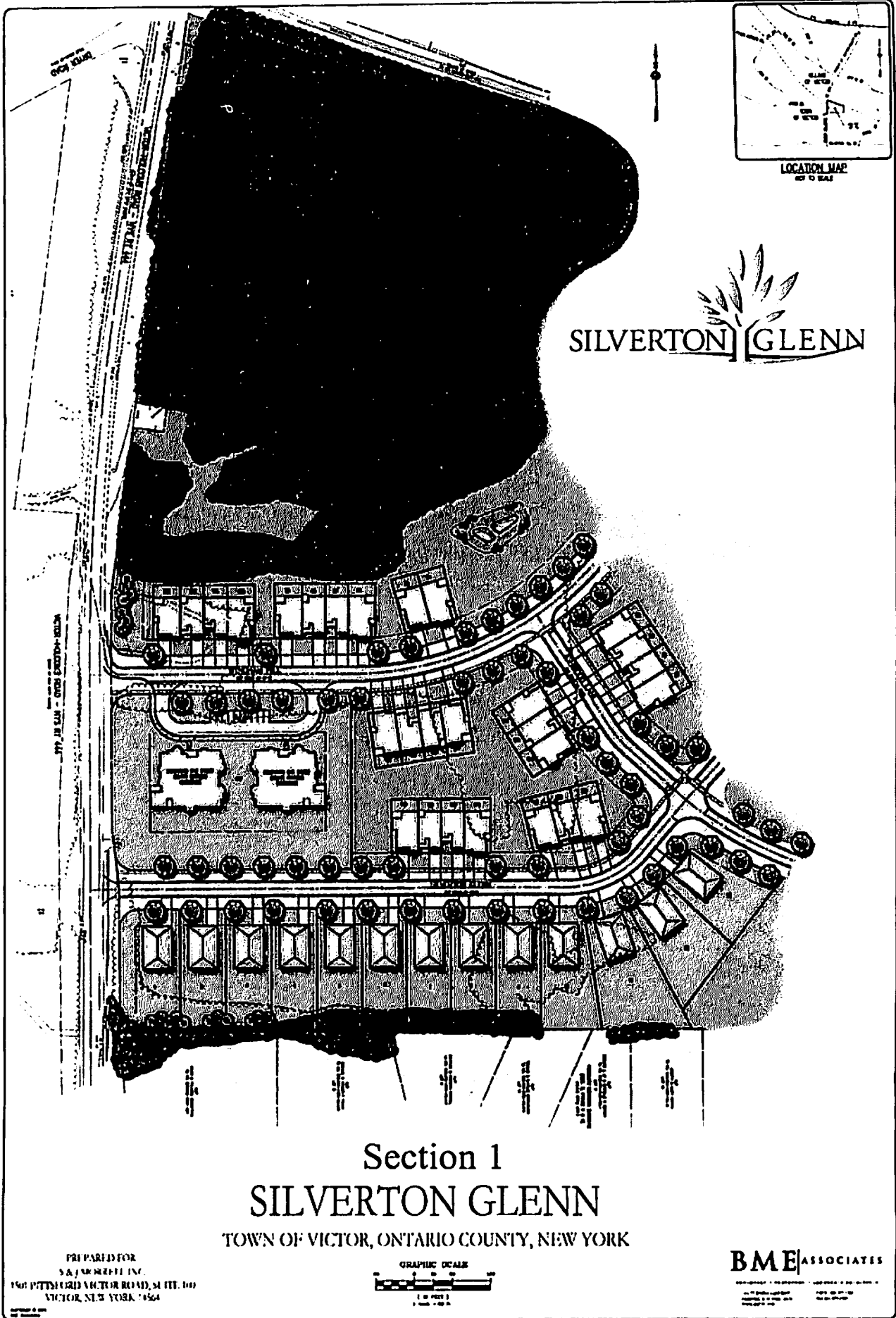
The Manufacturer shall not be responsible for any damage resulting to or caused by its products by reason of installation, improper storage, unauthorized service, alteration of products, neglect or abuse, or attempt to use the products for other than the customary usage or for their intended purposes. The **8300 and 8500** warranty becomes null and void if the door is punctured with any hole or if a hole is drilled into the door sections other than those specified in the notes of installation. This warranty does not cover the product due to circumstances such as normal wear, damage from corrosive fumes or substances, fire, condensation, vandalism, acts of God, or other causes beyond Manufacturer's control, nor replacement or repair labor.

THIS WARRANTY COVERS A CONSUMER PRODUCT AS DEFINED BY THE MAGNUSON-MOSS WARRANTY ACT. NO WARRANTIES, EXPRESSED OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), SHALL EXTEND BEYOND THE APPLICABLE TIME PERIOD STATED IN BOLD FACE TYPE ABOVE.

Claims for defects in material and workmanship covered by this warranty shall be made in writing to the dealer from whom the product was purchased within the warranty period. Manufacturer may either send a service representative or have the product returned to the Manufacturer at Buyer's expense for inspection. If judged by Manufacturer to be defective in material or workmanship, the product will be replaced or repaired at the option of Manufacturer, free from all charges except authorized transportation and replacement labor.

THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES. THE LIABILITY OF MANUFACTURER, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXTEND BEYOND ITS OBLIGATION TO REPAIR OR REPLACE, AT ITS OPTION, ANY PRODUCT OR PART FOUND BY MANUFACTURER TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP. MANUFACTURER SHALL NOT BE LIABLE FOR COST OF REMOVAL OR INSTALLATION OR SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

This warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state. However, some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.



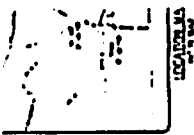
SILVERTON | GLENN

Section 1
SILVERTON GLENN
 TOWN OF VICTOR, ONTARIO COUNTY, NEW YORK

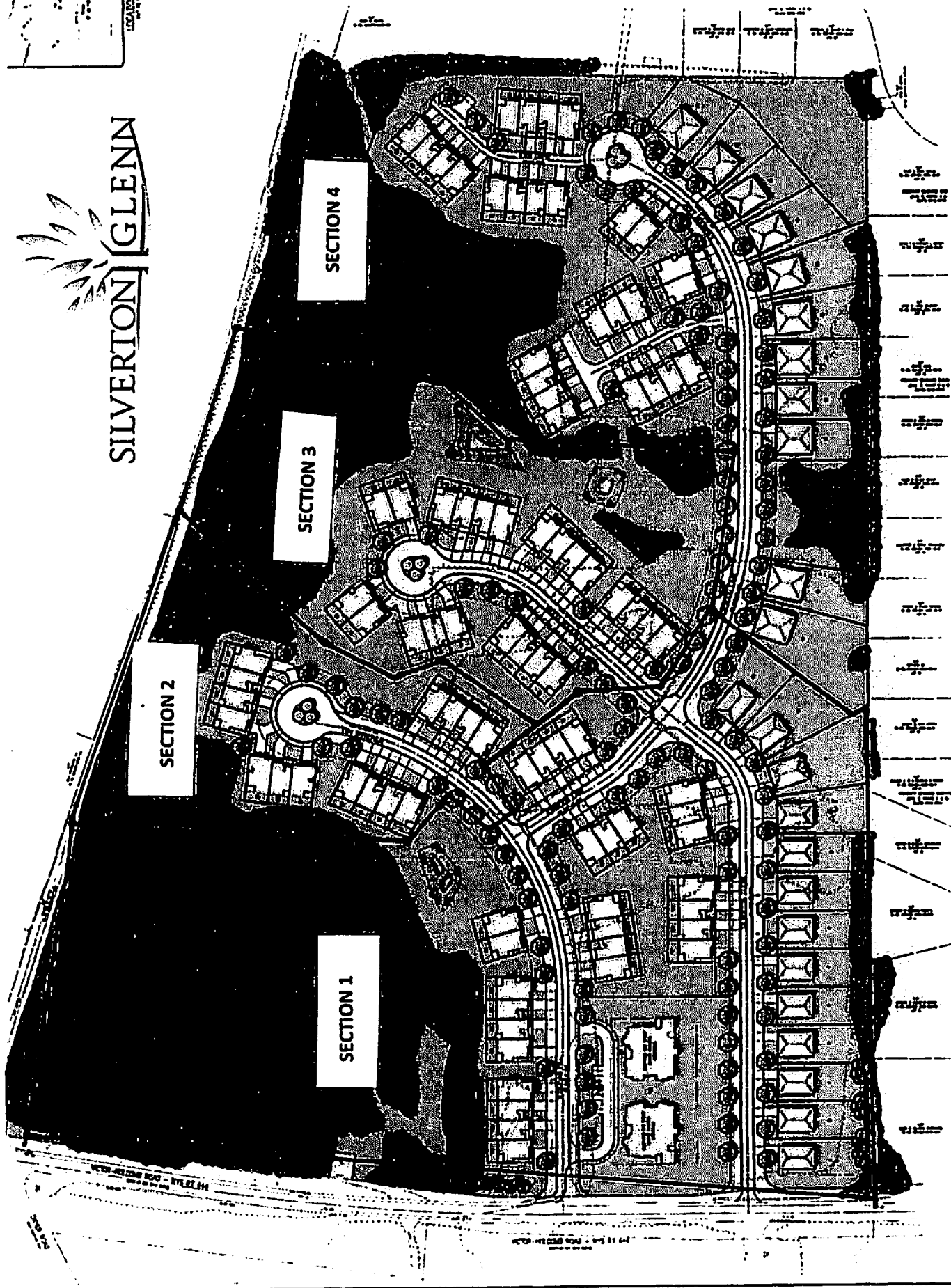
PREPARED FOR
 SAJAGOROFF INC.
 1507 PITTSFORD VICTOR ROAD, SUITE 100
 VICTOR, NEW YORK 14564



BME ASSOCIATES
 ARCHITECTS & ENGINEERS
 100 WEST 10TH STREET
 SUITE 200
 NEW YORK, NY 10011



SILVERTON GLENN



SECTION 2

SECTION 3

SECTION 4

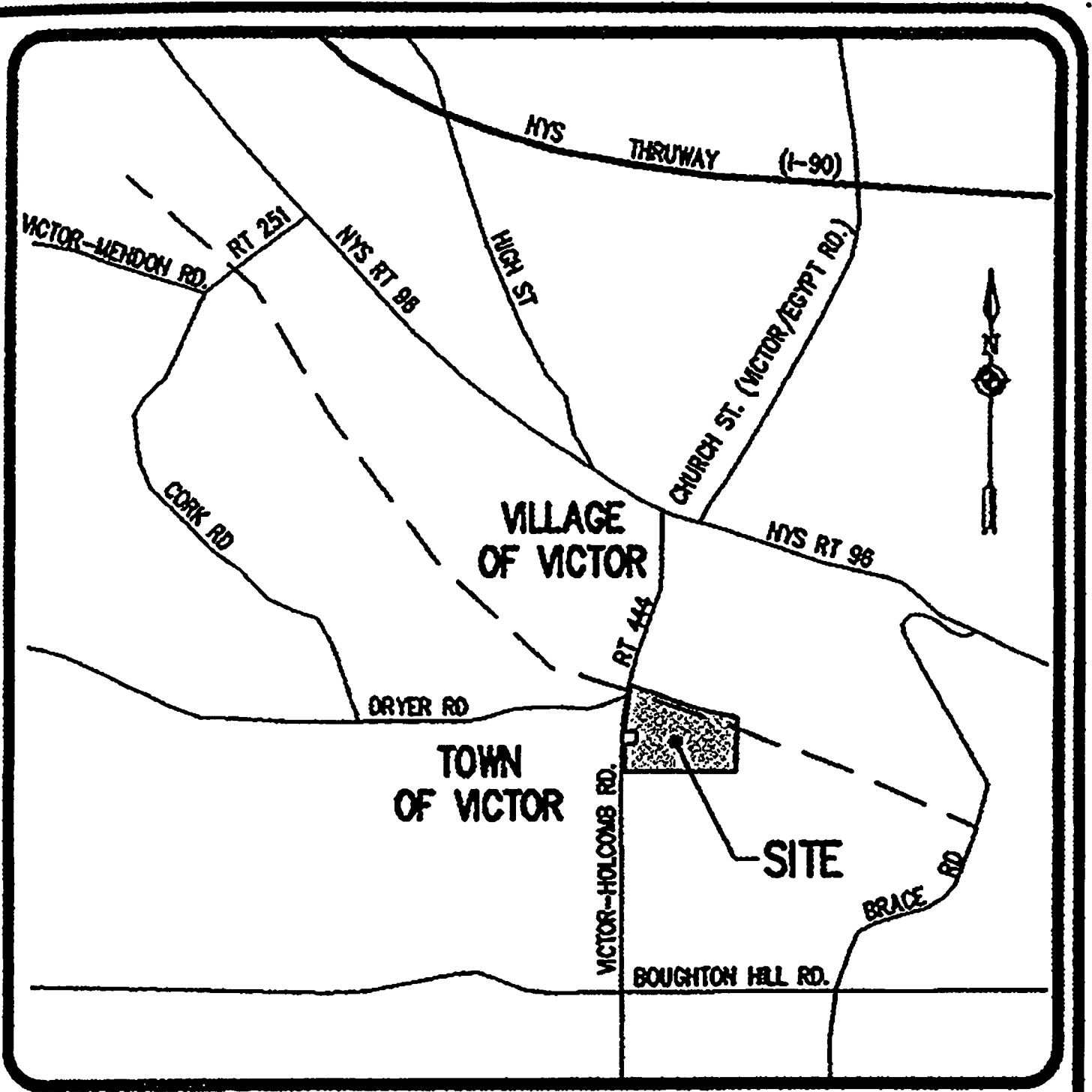
SECTION 1

SILVERTON GLENN OVERALL PRELIMINARY PLAN TOWN OF VICTOR, ONTARIO COUNTY, NEW YORK

GRAPHIC SCALE
1" = 100'

10-29-2010
SHEET 1 OF 1
150 WEST ARIZONA ROAD - WYLEIGH
VICTOR, NY 14546

BME ASSOC



LOCATION MAP
NOT TO SCALE

NEW YORK CONSOLIDATED LAW SERVICE
Copyright (c) 2003 Matthew Bender & Company, Inc.,
one of the LEXIS Publishing (TM) companies
All rights reserved

*** THIS SECTION IS CURRENT THROUGH CH. 45, 04/28/2003 ***
*** WITH THE EXCEPTION OF CHS. 1-3 ***

GENERAL BUSINESS LAW

ARTICLE 36-B. WARRANTIES ON SALES OF NEW HOMES

GO TO CODE ARCHIVE DIRECTORY FOR THIS JURISDICTION

NY CLS Gen Bus § 777 (2003)

§ 777. Definitions

As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.

2. "Building code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in title twenty-seven of the administrative code of the city of New York.

3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unliveable: foundation systems and footings, beams,

girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

5. "New home" or "home" means any single family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under a condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.

6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:

a. in the case of plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system;

b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and

c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

8. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

§ 777-a. Housing merchant implied warranty

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences a different intention of the seller, a housing merchant implied warranty does not extend to:

a. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or

b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the new home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect to goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The owner and occupant of the home shall afford the

builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in section seven hundred seventy-seven-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement or from course of dealing or usage of trade.

§ 777-b. Exclusion or modification of warranties

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.

b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof."

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

4. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty is a limited warranty which limits implied warranties on the sale of the home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;

b. the identification of the names and addresses of all warrantors;

c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent

owners; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;

d. a statement of the products or parts covered by the limited warranty;

e. the clear and conspicuous identification of any parts or portions of the home or premises that are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail

of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

DECLARATION

establishing

SILVERTON GLENN ASSOCIATION, INC.

S&J MORRELL, INC.
1501 Pittsford Victor Road
Victor, New York 15464

SPONSOR

_____, 201_

DATED

WOODS OVIATT GILMAN LLP
700 Crossroads Building
Two State Street
Rochester, New York 14614

ATTORNEYS FOR THE SPONSOR

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	84
ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION	85
ARTICLE III THE ASSOCIATION STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS	85
ARTICLE IV PROPERTY RIGHTS AND EASEMENTS	87
ARTICLE V ASSESSMENTS	91
ARTICLE VI MAINTENANCE BY THE ASSOCIATION	96
ARTICLE VII ARCHITECTURAL CONTROLS	98
ARTICLE VIII ENCROACHMENTS	101
ARTICLE IX INSURANCE AND RECONSTRUCTION	102
ARTICLE X GENERAL COVENANTS AND RESTRICTIONS	106
ARTICLE XI ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION.....	109
ARTICLE XII GENERAL	112

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS**

THIS DECLARATION, made this ___ day of _____, 201_, by S&J Morrell, Inc., a New York corporation, which has offices at 1501 Pittsford Victor Road, Victor, New York, being hereinafter referred to as “the Sponsor”.

WHEREAS, the Sponsor is the owner of the real property described in Article II of this Declaration, being Silverton Glenn Subdivision, Section 1, as the same is shown on a map of said subdivision recorded in the Ontario County Clerk’s Office in Liber ___ of Maps, at page ____, which the Sponsor desires to develop as a residential community with open spaces and other common facilities for the benefit of said community, and

WHEREAS, the Sponsor desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities, and, to this end, desires to subject the real property described above to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, the Sponsor desires that certain portions of said real property be subdivided into lots upon which are or will be constructed residential dwelling units, which lots and units will be individually owned and the Sponsor desires that such open spaces and other common facilities shall remain available for the benefit of all members of the community, and

WHEREAS, the Sponsor has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an Association to which should be delegated and assigned the powers of maintaining and administering the community property and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, the Sponsor has incorporated the Silverton Glenn Association, Inc. under the Not-for-Profit Corporation Laws of the State of New York for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the Sponsor, for itself, its successors and assigns, declares the real property described in Section 2.01 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as “covenants, conditions and restrictions”) hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. The following words, phrases or terms when used in this Declaration or in any Supplemental Declaration shall, unless the context otherwise prohibits, have the following meanings:

- A. "ASSOCIATION" shall mean and refer to the SILVERTON GLENN ASSOCIATION, INC.
- B. "ASSOCIATION PROPERTY" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned by or in possession of the Association.
- C. "DECLARATION" shall mean and refer to this document of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens as it may from time to time be supplemented, extended or amended in the manner provided for herein.
- D. "LOT" shall mean and refer to any portion of the property (with the exception of Association Property as heretofore defined) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the Town of Victor or (ii) shown as a separate lot upon any recorded or filed subdivision map.
- E. "MEMBER" shall mean and refer to each holder of a membership interest in the Association, as such interests are set forth in Article III.
- F. "OWNER" shall mean and refer to the holder of record title, whether one (1) or more persons or entities, of the fee interest in any Lot or Townhome, whether or not such holder actually resides in such Townhome or on such Lot.
- G. "PROPERTY" shall mean and refer to all properties as are subject to this Declaration.
- H. "SPONSOR" shall mean and refer to S&J Morrell, Inc.
- I. "TOWNHOME" shall mean and refer to each completed dwelling, as evidenced by issuance of a Certificate of Occupancy by the Town of Victor, including garage, situated upon the Property or any such structure or improvement on the Property which is intended to be occupied as a residence or in conjunction with a residence.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Victor, County of Ontario and State of New York, and is more particularly described in Schedule A attached hereto and incorporated by reference herein, all of which property shall be hereinafter referred to as "Property".

Section 2.02. Mergers. Upon a merger or consolidation of this Association with another association as provided in its Certificate of Incorporation or By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants, conditions and restrictions established upon any other properties. Any such merger or consolidation, however, may not result in the revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

Section 2.03. Additional Property. The Sponsor shall have the right but not the duty or obligation to incorporate and bring into and within the scheme of this Declaration additional lands by amending this Declaration. The amendment shall contain such terms and conditions reflecting the uniqueness of the additional lands and its improvements.

ARTICLE III
**THE ASSOCIATION STRUCTURE,
MEMBERSHIP, VOTING RIGHTS AND DIRECTORS**

Section 3.01. Formation of the Association. Pursuant to the Not-for-Profit Corporation Law of New York, the Sponsor has formed the Association, to own, operate, and maintain the Association Property, enforce the covenants, conditions and restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Certificate of Incorporation and By-Laws of the Association, and as they may be amended from time to time. Subject to the additional limitations provided in this Declaration, the Certificate of Incorporation and the By-Laws, the Association shall have all the powers and be subject to the limitations of a Not-for-Profit Corporation as contained in the Not-for-Profit Corporation Law of New York as it may be amended from time to time.

Section 3.02. Membership. The Association shall have as Members only Owners and the Sponsor. All Owners, upon becoming such, shall be deemed automatically to have become Members and there shall be no other qualification for Membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any of the interests described in the definitions of the words "Owner" and "Sponsor" as found in Article I of this Declaration.

Section 3.03. Voting. There shall be two (2) classes of Membership. All Owners, with the exception of the Sponsor, shall be Class A Members. The Sponsor shall be a Class B Member. Until all Lots owned by Sponsor, including Lots which may be incorporated by amendment hereto, are transferred, or until 15 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, the Sponsor's Class B Membership shall be converted into a Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote, regardless of the number of Lots owned.

Section 3.04. Interest in More Than One Lot. If any person or entity owns or holds more than one (1) Lot, such Member shall be entitled to not more than one (1) vote.

Section 3.05. Lots Owned or Held by More Than One Person or by Entity. When any Lot is owned or held by more than one (1) person as tenants by the entirety, in joint or common ownership or interest such Owners shall collectively be entitled to only that number of votes prescribed herein for such Lot and if such Owners cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot.

In the case of an entity Owner, votes may be cast by an appropriate member, partner, or officer of such entity.

Section 3.06. Holder of Security Interest Not a Member. Any person or entity which holds an interest in a Lot only as security for the performance of an obligation shall not be a Member.

Section 3.07. Assigning Right to Vote. The Sponsor may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership, may take successive like assignments. All such assignments shall be subject to the provisions of the Offering Plan pursuant to which the Sponsor has offered interests in the Association, including any duly filed amendments thereof.

Any other Owner shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, provided that such assignment is made pursuant to the By-Laws of the Association. The By-Laws may require that the assignment specify the meeting or issue to which the assignment applies.

Section 3.08. Meeting and Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of this Declaration, the Certificate of Incorporation and By-Laws of the Association and the Not-for-Profit Corporation Law of New York as it may deem advisable for any meeting of its Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.09. Selection of Directors. The nomination and election of Directors and the filling of vacancies on the Board of Directors shall be governed by the By-Laws of the Association.

Section 3.10. Powers and Duties of Directors. The powers and duties of the Board of Directors shall be as set forth in the By-Laws of the Association.

Section 3.11. Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by or imposed upon such director or officer in connection with any proceeding to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer of the Association, or any settlement thereof, whether or not such person is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and shall not be exclusive of, all rights to which each director or officer may otherwise be entitled.

Section 3.12. Sponsor's Written Consent Necessary for Certain Actions Taken by Board of Directors. Notwithstanding anything to the contrary contained in this Declaration, until the Sponsor, or its designee, no longer owns a Lot then subject to this Declaration, the Board of Directors may not, without the Sponsor's written consent, which consent will not be unreasonably withheld, (i) make any addition, alteration, or improvement to the Property of the Association costing more than 20% of the then current annual budget, (ii) assess any amount for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to 150% of the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the Association bears to the total amount of such initial budget of estimated expenses, or (iii) hire any employee in addition to the employees, if any, provided for in the initial budget or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first closing of title to a Lot, or (v) reduce the quantity or quality of services or maintenance of the Association Property.

During Sponsor control, the Sponsor will not exercise veto power over the expenses in the Projected Schedule of Receipts and Expenses, nor over expenses required to (1) comply with applicable law or regulation; (2) remedy and notice of violation; (3) remedy any work order issued by an insurer; or (4) ensure the health and safety of the occupants of the building, provided such maintenance action is otherwise the obligation of the Association.

Until the Sponsor, or its designee, no longer owns a Lot then subject to this Declaration, this Section of the Declaration or any other section of the Declaration shall not be amended without the prior written consent of the Sponsor.

ARTICLE IV **PROPERTY RIGHTS AND EASEMENTS**

Section 4.01. Dedication of Association Property. The Sponsor intends to convey to the Association, subsequent to the recordation of this Declaration, and subject to the provisions of this

Declaration, certain tracts of land within the Property for the use and enjoyment of the Members, which land shall hereinafter be referred to as "Association Property". The Association shall accept any such conveyance made by the Sponsor provided such conveyance is made without consideration.

Section 4.02. Right and Easement of Enjoyment in Association Property. Every Member (and such Member's guests, licensees, tenants and invitees) shall have a right and easement of enjoyment in and to all Association Property, subject, however, to the rights of the Association, the Sponsor, and the Lot Owners as set forth herein. Such easements shall be appurtenant to, and shall pass with, the interests of an Owner.

Every Member (and such Member's guests, licensees, tenants and invitees) also shall have an easement for ingress and egress by vehicle or on foot over Association Property and the common utility and conduit easements described in Section 4.06 hereof. These easements will be subject to the rights of the Association as set forth in Section 4.03 herein.

Section 4.03. Rights of Association. With respect to the Association Property, and/or Property, and in accordance with the Certificate of Incorporation and By-Laws of the Association, the Association shall have the right:

- (a) to promulgate rules and regulations relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof or to enhance the preservation of the facilities or which, in the discretion of the Association, shall serve to promote the best interests of the Members;
- (b) to grant easements or rights of way to any public or private utility corporation, governmental agency or political subdivision with or without consideration;
- (c) to dedicate or transfer all or any part of the land which it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee. Such a conveyance shall require the consent of two-thirds (2/3) of the total votes of all Members who shall vote upon written ballot which shall be sent to every Owner not less than 30 days nor more than 60 days in advance of the canvass thereof. No such conveyance shall be made if lending institutions which together are first mortgagees on 33 1/3% or more of the Lots advise the Association in writing, prior to the date set for voting on the proposed conveyance, that they disapprove such conveyance, which disapproval must not be unreasonable. Written notice of any proposed conveyance shall be sent to all lending institution first mortgagees, whose names appear on the books or records of the Association, not less than 30 days nor more than 60 days prior to the date set for voting on the proposed conveyance;
- (d) to enter into agreements, reciprocal or otherwise, with other Homeowners' and residents' associations, condominiums and cooperatives for the use of or sharing of facilities. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Members voting upon written ballot which shall be sent to every Member not less than ten (10) days nor more than 60 days in advance of the vote on the proposed agreement;

(e) to use electricity for *incidental* maintenance of Association Property without charge;

(f) to draw water more or less equally from Lot Owners outdoor hose bibs for watering lawns and shrubs. Lot Owners shall have the responsibility to have their water supply valve for the outdoor bibs in the open position from May 1st through October 31st of each year.

Section 4.04. Rights of Sponsor. With respect to Association Property, the Sponsor shall have the right until the improvement, marketing and sale of all Lots is completed:

(a) to grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes and conduits, including, but not limited to, water, gas, electric, telephone, cable television and sewer to service the Property;

(b) to connect with and make use of utility lines, wires, pipes, conduits and related facilities located on the Association Property for the benefit of the Property;

(c) to use the Association Property for ingress and egress to those portions of the Initial Property (as described in Section 2.01 of this Declaration);

(d) to operate a sales center and to have prospective purchasers and others visit such sales center and use certain portions of Association Property, including, but not limited to, the paved areas;

(e) to grant to itself or to others such other easements and rights of way as may be reasonably needed for the orderly development of the Property.

All easements, rights-of-way and other rights granted by the Sponsor pursuant to (a), (b), (c) and (e) above shall be permanent, run with the land and be binding upon and for the benefit of the Association and the Sponsor and their respective successors and assigns. The rights granted to the Sponsor pursuant to (d) above shall remain in effect until the Sponsor completes the improvement, marketing and sale of all Lots or the Sponsor records a written memorandum releasing its rights hereunder.

Section 4.05. Rights of Individual Lot Owners. Each Lot Owner shall have an easement over Association Property and over the property of adjacent Lot Owners for the performance of routine maintenance on a Lot Owner's Townhome, provided, however, the right of entry shall be exercised upon reasonable notice to the adjoining Lot Owner, except in the case of an emergency, shall be limited to reasonable times, and shall be exercised so as not to impair the enjoyment of the adjacent Lot. The easement area shall be limited to that area reasonably necessary to effect repairs and maintenance of the Owner's Townhome. The easement area shall be used for actual repairs and maintenance only; the storage of material, supplies and other objects associated with the work to be

completed shall not be permitted. The Owner entering upon an adjacent Lot shall perform the contemplated work with dispatch, and shall be responsible for all costs for the repair and restoration of any damage caused to the adjacent Lot, including but not limited to structural repairs, replacement of lawns, bushes and similar objects. An Owner entering upon an adjacent Lot shall indemnify and hold harmless the adjacent Lot Owner against any and all claims which may arise by virtue of the repair or maintenance work performed.

Each Lot Owner also shall have an easement for the exclusive use and enjoyment of the Lot Owner's driveway as constructed by the Sponsor.

Each Lot Owner also shall have an easement for the exclusive use and enjoyment of the Lot Owner's deck or patio, if any, as constructed by the Sponsor, servicing the Owner's Townhome.

Section 4.06. Common Utility and Conduit Easement. All pipes, wires, conduits and public utility lines located on each Lot shall be owned by the Owner of such Lot. Every Lot Owner shall have an easement in common with other Lot Owners to maintain and use all pipes, wires, conduits, drainage areas and public utility lines located on other Lots or on Association Property and servicing such Owner's Lot. Each Lot shall be subject to an easement in favor of the Owners of other Lots to maintain and use the pipes, wires, conduits, drainage areas and public utility lines servicing such other Lot and located on such other Lot. The Association shall have the right of access to each Lot and residential dwelling thereon for maintenance, repair or replacement of any pipes, wires, conduits, drainage areas or public utility lines located on any Lot or within any residential dwelling thereon. The cost of such repair, maintenance or replacement shall be a common expense funded from the Maintenance Assessments, except that, if occasioned by a negligent or willful act or omission of a specific Lot Owner or Owners, it shall be considered a special expense allocable to the Lot Owner or Owners responsible and such cost shall be added to the Maintenance Assessment of such Lot Owner or Owners and, as part of that Assessment, shall constitute a lien on the Lot or Lots to secure the payment thereof.

Section 4.07. Rear Yard Access Easement. Each Lot Owner shall have an access easement over the side and rear ten feet (10') of the unimproved portion of all Lots for routine and necessary maintenance purposes.

Section 4.08. Maintenance of Association Facilities. In order to preserve and enhance the property values and amenities of the Property, the Association shall at all times maintain the facilities in good repair and condition, as set forth in this Declaration.

Section 4.09. Right of Association to Contract Duties and Functions. The Association may contract with any person, corporation, firm, trust company, bank, or other entity for the performance of its various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management agreements with other associations, both within and without the Property.

Section 4.10. Environmental Considerations. In carrying out its responsibilities in enforcing the provisions of this Declaration, and in particular the provisions of Articles IX and X

herein, the Association and the Architectural Committee shall consider the environmental impact of any existing or proposed activities on the Property or any portion thereof and, in its discretion, may establish standards or guidelines aimed at reducing or eliminating any adverse environmental impact of such activities or take affirmative action to improve the quality of the environment.

Section 4.11. Common Access Easement. The Sponsor and all Owners and their guests, licensees and invitees shall have an easement for ingress and egress in common with one another over all walkways and drives located on the Association Property and the Association shall have an access easement to each Lot for the maintenance, repair and replacement of paved areas and any other property or facilities, the maintenance of which is the responsibility of the Association.

The Sponsor and all Owners and their guests, licensees and invitees shall have an easement of ingress and egress by foot and vehicle for the use and enjoyment of the paved common access drives.

Section 4.12. Distribution of Condemnation Awards. In the event all or part of the Association Property is taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Association. The Board of Directors of the Association shall arrange for the repair and restoration of the Association Property not so taken and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If there shall be a surplus of such proceeds, or if the Board of Directors shall elect not to repair or restore the remaining Association Property, then the proceeds shall be distributed in the same manner as insurance proceeds, in accordance with Article IX of this Declaration.

The Board of Directors shall promptly send written notice of any pending condemnation or eminent domain proceeding to all institutional first mortgagees of Lots whose names appear on the books or records of the Association.

In the event of any dispute with respect to the allocation of the award, the matter shall be submitted to arbitration in accordance with the arbitration statutes of New York.

Section 4.13. Walking Trail Access Easement. While not Members of the Association, the patio home lot owners (that is Lots 1-24 of Silverton Glen Subdivision as defined on maps thereof filed in the Ontario County Clerk's Office from time to time), and their guests and invitees, shall have a pedestrian access easement, during daylight hours, over the walking trails of the Association, as established and maintained from time to time by the Association. Easement rights shall be subject to rules and regulations adopted, and published and uniformly applied to all users of the walking trails. The pedestrian access easement shall be without compensation to the Association, provided however, any damage to the property of the Association caused by a patio home lot owner, or their guests and invitees, shall be repaired and restored at the sole cost and expense of the offending patio home lot owners. The Association shall have the right to terminate access rights of any patio home lot owner failing to abide by the Association's rules and regulations. The Association shall have the right to recover reasonable attorney fees in enforcing its rights hereunder at law or equity.

ARTICLE V

ASSESSMENTS

Section 5.01. Imposition, Personal Obligations, Lien. Each Lot Owner, excluding the Sponsor, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges for the maintenance and operation of Association Property ("Maintenance Assessments"); (b) special assessments for capital improvements or for repairs which may become necessary as a result of a casualty loss caused by nature, not otherwise covered by insurance and creating a budget deficit for the fiscal year ("Special Assessments"); hereinafter collectively referred to as "Assessments".

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Each Assessment (or installment payment thereof) together with such interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot against which the Assessment is made and also shall be the personal obligation of the Owner of such Lot at the time the assessment falls due.

Section 5.02. Purpose of Maintenance Assessment. The purpose of the Maintenance Assessment shall be to fund the maintenance, preservation, operation and improvement of the Association Property and the promotion of the recreation, safety and welfare of the Members of the Association, including but not limited to, the payment of taxes on Association Property, any utility services to the Property which are commonly metered or billed, all casualty and liability insurance covering the Association Property obtained pursuant to Article IX of this Declaration, for the maintenance, repair and replacement of all facilities commonly serving the Members, whether on or off the Lots, such as landscaped areas, and of the Townhome exterior, including roof, gutters, and downspouts repairs and maintenance, exterior siding, including the painting of exterior surface frame and trim of windows and doors, the cost of labor, equipment, materials, management and supervision thereof, and for such other needs as may arise, but excluding the repair or maintenance of any glass surface, door, stoop, porch or stair.

Section 5.03. Date of Commencement and Notice of Assessments. The Assessments provided for herein shall commence on the day on which the first Lot is conveyed or on such other date as determined by the Sponsor. The first Assessments shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Directors and such Assessments shall thereafter be on a full year basis. The Board of Directors of the Association shall fix the amount of the Assessment against each Lot at least 30 days in advance of each annual assessment period. The Assessments shall be due and payable monthly unless the Board of Directors establishes other periods for payment. Separate due dates may be established by the Board of Directors for partial annual Assessments as long as said Assessments are established at least 30 days before they are due. Written notice of the annual Assessments shall be sent to every Owner subject thereto.

Section 5.04. Assessments for Specific Lots. Once Assessments have commenced pursuant to Section 5.03 above, the Owner of each Lot subject to this Declaration, excluding the Sponsor, shall be liable for the payment of full Maintenance Assessments, and Special Assessments, if any. For so long as Sponsor owns a Lot then subject to the Declaration, the Maintenance Assessment

for Lots owned by someone other than Sponsor shall not be less than the amount set forth in the Offering Plan on file with the NYS Attorney General's Office, without the prior written consent of the Sponsor. The Maintenance Assessment on the Lots owned by the Sponsor shall be an amount calculated in accordance with the following: The Sponsor shall be obligated for the difference between the actual Association expenses, exclusive of reserves applicable to completed improvements, and the Association charges levied on owners who have closed title to their Lots. For those Lots owned by Sponsor upon which a home has been completed, the Sponsor shall pay for reserves from and after the issuance of a Certificate of Occupancy. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on each unsold Lot. This Section may not be amended without the prior written consent of the Sponsor.

Section 5.05. Basis for Maintenance Assessment. The annual Maintenance Assessment chargeable to each Lot transferred to a third party purchaser for which Assessments have commenced pursuant to this Declaration shall be apportioned by multiplying the total annual Maintenance Assessment by a fraction, the numerator of which is one (1), and the denominator of which is the total number of Lots then subject to this Declaration, as amended.

Section 5.06. Change in Basis of Assessments. The Association may change the basis of determining the Maintenance Assessment provided for above by obtaining the consent of not less than two-thirds (2/3) of the total votes of Members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all voting Members at least 30 days in advance and shall set forth the purpose of the meeting. Until the Sponsor, or its designee, no longer owns a Lot then subject to this Declaration, no change in the basis of Maintenance Assessments which adversely affects the interest of the Sponsor with respect to unsold Lots shall be valid except with the specific consent of the Sponsor in writing. A written certification of any such change shall be executed by the Board of Directors and recorded in the Office of the Clerk of the County of Ontario.

Section 5.07. Special Assessments for Capital Improvements and Other Needs. In addition to the annual Maintenance Assessment, the Association may levy in any assessment year a Special Assessment, payable in that year and/or the following year for the purpose of defraying, in whole or in part, the cost of any capital improvements or for repairs which may become necessary as a result of a casualty loss caused by nature, not otherwise covered by insurance and creating a budget deficit for the fiscal year, including without limitation, the construction, reconstruction or replacement of, or repair of a capital nature to, the Association Property, including the necessary fixtures and personal property related thereto, provided that for any Special Assessment for the construction (rather than the reconstruction or replacement) of any capital improvement, and for any Special Assessment amounting to more than 20% of the then current amount of annual Maintenance Assessments, the consent is obtained of two-thirds (2/3) of the total votes of Lot Owners voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners at least 30 days in advance, setting forth the purpose of the meeting. The Association shall establish one (1) or more due dates for each payment or partial payment of each Special Assessment and shall notify each Owner thereof in writing at least 30 days prior to the first such due date.

Section 5.08. Non-Payment of Assessment. If an Assessment, or installment thereof, is not paid on the due date, established pursuant to Section 5.03 hereof, then such Assessment payment shall be deemed delinquent. Any delinquent assessment payment, together with such interest thereon, accelerated installments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner and such Owner's heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such Assessment shall remain such Owner's personal obligation and shall not pass to such Owner's successors in title unless expressly assumed by them.

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

If the Assessment or any installment thereof, is not paid within 30 days after the due date, (i) the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed ten percent (10%) of the amount of such overdue Assessment or installment thereof, and, if not paid within 30 days after the due date (ii) the Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed ten percent (10%) per annum, (iii) the Board of Directors may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Owner and (iv) the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the property, and the cost of such proceedings, including reasonable attorneys' fees, shall be added to the amount of such Assessments, accelerated installments, if any, late charges and interest.

Once an Assessment is deemed delinquent as described above, any payments received from the Owner shall be applied in the following order: attorneys' fees, other costs of collection, late charges, interest, and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period.

Dissatisfaction with the quantity or quality of maintenance services furnished by the Association, under no circumstances, shall entitle any Lot Owner to withhold or fail to pay the Assessments due to the Association for the Lot or Lots owned by such Owner.

The Board of Directors, when giving notice to a Lot Owner of a default in paying Assessments, may, at its option, or at the request of a mortgagee, shall send a copy of such notice to the mortgagee whose name and address appears on the Board's records for the particular Lot. The mortgagee shall have the right to cure the Lot Owner's default with respect to the payment of said Assessments.

Late charges, penalties and attorney fees shall not be payable or collectable for unpaid common charges or assessments owed by the Sponsor.

Section 5.09. Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Association.

Section 5.10. Assessment Certificates. Upon written request of an Owner or lessee with respect to a Lot which he or she owns or leases, (or any prospective purchaser, lessee, occupant, mortgagee or title insurer of such Lot), the Association within a reasonable period of time, shall issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Lot, as of the date of such certificate, (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; (iii) whether any other amounts or charges are owing to the Association, e.g. for the cost of extinguishing a violation of this Declaration. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser or lessee of, or lender on, or title insurer of, the property in question.

Section 5.11. Subordination of Assessment Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

Section 5.12. Right to Borrow and Mortgage. In order to fulfill the purposes set forth herein, the Association may borrow funds from any recognized lending institution, and in conjunction therewith mortgage its properties. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with note holders shall be subject to (i) the approval of 2/3 of the Lot Owners entitled to vote at a meeting duly called, and (ii) any consent of the Sponsor as required by Section 3.12 of this Declaration shall be obtained.

Section 5.13. Repayment of Monies Borrowed. In order to secure the repayment of any and all sums borrowed from time to time, the Association is hereby granted the right and power:

- (a) to assign and pledge all revenues received and to be received by it under any provision of this Declaration including, but not limited to, the proceeds of the Maintenance Assessment hereunder;

- (b) to enter into agreements with note holders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Association covenants to:
- (1) assess the Maintenance Assessment on a given day in each year and, subject to the limitation on amount specified in Section 5.04 hereunder, to assess the same at a particular rate or rates;
 - (2) establish such collection, payment and lien enforcement procedures as may be required by the note holders;
 - (3) provide for the custody and safeguarding of all funds received by it;
 - (4) establish sinking funds and/or other security deposits;
 - (5) apply all funds received by it first to the payment of all principal and interest on such loans, when due, or to apply the same to such purpose after providing for costs of collection.

ARTICLE VI
MAINTENANCE BY THE ASSOCIATION

Section 6.01. Maintenance and Repair by the Association. All maintenance and repair of and replacements to the improvements on Association Property, the maintenance, repair and replacement of all paved areas on the Association Property, snow removal from all paved areas, and the maintenance of all landscaped areas within Lots and Association Property shall be the responsibility of, and at the cost and expense of the Association. Maintenance, repair and replacement of pipes, wires, conduits and public utility lines owned by the Association and, for which a utility company or other entity is not responsible (whether such lines and facilities are on individual Lots or Association Property) also shall be the responsibility of, and an expense of the Association. Such cost shall be funded from the Maintenance Assessments.

a. Maintenance of Association Property. With respect to Association Property, the Association shall maintain, repair and replace all improvements, including the entrance monument, paved areas, walkways and landscaped areas within Lots and Association Property. The Association also shall be responsible for snow removal from paved areas, excluding walks. Individual Lot Owners are responsible for snow removal from the walks and entryways abutting their dwellings.

b. Maintenance of Townhomes. With respect to the Townhomes, including garages, the Association shall repair and replace the exterior siding, gutters, downspouts and roofs. The Association shall paint the wood surfaces of trim, windows and doors, and seal or stain decks. The Association shall not repair or replace windows, skylights, window panes, doors, garage doors, storm doors, decks, or maintain, repair or replace porches, stone pavers or stoops, patios or concrete walks. Exterior items that are vinyl coated and require no or low level maintenance will be maintained in

accordance with manufacturers' recommendations. The Association shall not be responsible for the removal of snow from roofs.

With respect to the other improvements on a Townhome Lot, the Association shall stain fences, railings and decks initially installed by the Sponsor, but shall not repair or replace spalling concrete walks, stoops or porches, or fences, railings and decks. Those portions of sewer, water, and utility laterals servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality or other entity, will be maintained by the Association, limited however to repair necessitated by leakage or structural failure only.

The Board of Directors of the Association may, upon the affirmative vote of not less than three-fourths (3/4) of the entire Board of Directors, provide for additional maintenance with respect to the Lots to be undertaken by the Association or to discontinue the performance of some or all of the maintenance responsibilities of the Association with respect to the Lots.

The cost of all maintenance performed by the Association shall be funded from Maintenance Assessments.

Section 6.02. Repairs and Maintenance Which Are Not the Responsibility of the Association. Except as provided in Section 6.01 above, the Association shall not be responsible for (i) the maintenance, repair or replacement of any buildings or structures not owned by the Association, or (ii) the maintenance, repair or replacement of any sewer lines, water lines or other utility lines which are maintained, repaired and replaced by a municipality, public authority or utility company, (iii) the maintenance, repair or replacement of the dedicated improvements, or (iv) obstructed sewer laterals.

Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 6.01 above, but which is occasioned by a negligent or willful act or omission of a Lot Owner, excluding the Sponsor, shall be made at the cost and expense of such Lot Owner ("Owner Repair"). In addition to the above, if the Association's master insurance policy covers the Owner Repair, the Lot Owner shall be solely responsible for payment of the deductible under the Association's master insurance policy. If such Owner Repair is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Lot and such cost shall be added to that Lot Owner's Maintenance Assessment and, as part of that Assessment, shall constitute a lien on the Lot to secure the payment thereof.

The Lot Owner shall maintain the improvements in a clean and good condition, employing a high and proper standard, and in a manner equal to the maintenance standards of the Association. Upon the Lot Owner's failure to maintain, the Association may maintain the area or remove the improvement and restore the area to its original condition at the defaulting Lot Owner's expense, the cost of said maintenance or restoration to be assessed against the defaulting Lot Owner and shall be deemed to be a common assessment, a lien against the Lot and collectable as such.

Section 6.03. Quality and Frequency of Maintenance and Repairs. All maintenance, repair and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property. The

Association may establish reasonable schedules and regulations for maintenance, repair and replacement, which schedules and regulations shall take into account the useful life of any painting and exterior materials and the enhancement and preservation of the appearance and value of the Property.

Section 6.04. Access for Repairs. The Association (and its employees, contractors and agents) upon reasonable notice to the Owner(s), shall have the right to enter upon any portion of the Property and into and upon any Unit at any reasonable hour to carry out its functions as provided for in this Article, except that in an emergency, the Association shall have the right, without notice, to enter upon any portion of the Property and into any Unit to make necessary repairs or to prevent damage to any Unit or any portion of the Property. The repair of any damage caused in gaining access shall be at the expense of the Association.

ARTICLE VII

ARCHITECTURAL CONTROLS

Section 7.01. Control by Association. After transfer of title by the Sponsor to any Lot or other completed portion of the Property, enforcement of those provisions of the Declaration pertaining to exterior appearance of the Property and control over any change in use or any additions, modifications or alterations to any exterior improvement on said Lot or other portion of the Property, shall be the responsibility of the Association, acting through the Architectural Standards Committee (hereinafter referred to as the "Architectural Committee") as provided in Section 7.02 below.

Section 7.02. Composition and Function of Architectural Standards Committee. The Architectural Committee shall be a permanent committee of the Association and shall approve all proposed improvements, additions, modifications or alterations to any existing improvements or any proposed change in the use of a Lot or any other portion of the Property, including Association Property, after transfer of title to such Lot or other portion of the Property, working within guidelines and policies established by the Board of Directors. The Architectural Committee also may assist and advise the Board of Directors of the Association in enforcing the Declaration and in advertising and publishing rules, regulations and guidelines, and may from time to time perform such other duties or functions as may be assigned to it by the Board of Directors. The Architectural Committee shall be composed of three (3) or more persons, as determined by the Board of Directors of the Association, for terms of two (2) years, but shall be subject to removal, with or without cause, by the affirmative vote of not less than two-thirds (2/3) of the members of the Board of Directors.

Section 7.03. Submission of Plans to Architectural Committee. After transfer of title to any Lot or other portion of the Property by the Sponsor no improvement, exterior addition, modification or alteration shall be made on or to such Lot or other portion of the Property or the improvements located thereon, unless and until a plan or plans therefore, in such form and detail as the Architectural Committee requires, have been submitted to, and reviewed and approved by the Architectural Committee, working within guidelines and policies established by the Board of Directors. The Architectural Committee may charge and collect a reasonable fee for the examination of plans submitted for approval.

Section 7.04. Basis for Disapproval of Plans by Architectural Committee. The Architectural Committee, working within guidelines and policies established by the Board of Directors, may disapprove any plans submitted pursuant to Section 7.03 above for any of the following reasons:

- a. failure of such plans to comply with any protective covenants, conditions and restrictions contained in the Declaration and which benefit or encumber the Lot or other portion of the Property;
- b. failure to include information in such plans as requested;
- c. objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, or proposed parking;
- d. incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity;
- e. failure of proposed improvements to comply with any zoning, building, preservation, health, or other governmental laws, codes, ordinances, rules and regulations;
- f. any other matter which in the judgment and sole discretion of the Architectural Committee would render the proposed improvements, use or uses inharmonious or incompatible with the general plan of improvement of the Property or portion thereof or with improvements or uses in the vicinity.

Section 7.05. Approval of Architectural Committee. Upon approval or qualified approval by the Architectural Committee of any plans submitted pursuant to Section 7.03 above, the Architectural Committee shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record, together with such qualifications, or provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or portion of the Property shall be final as to such Lot or portion of the Property and such approval may not be revoked or rescinded thereafter provided (i) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in the Declaration which benefit or encumber the Lot or portion of the Property, and (ii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, preservation, health or other code or ordinance. Approval of any plans for use in connection with any Lot or portion of the Property shall not be deemed a waiver of the right of the Architectural Committee to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or portion of the Property.

Section 7.06. Written Notification of Disapproval. In any case where the Architectural Committee disapproves any plans submitted hereunder, the Architectural Committee shall so notify the

applicant in writing together with a statement of the grounds upon which such action was based as set forth in Section 7.04. In any such case, the Architectural Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 7.07. Failure of Committee to Act. If any applicant has not received notice of the Architectural Committee approving or disapproving any plans within 45 days after submission thereof, the applicant may notify the Committee in writing of that fact. Such notice shall be sent by certified mail, return receipt requested. The plans shall be deemed approved by the Committee not later than the later of:

- a. Fifteen (15) days after the date of receipt of such notice, if such notice is given;
- b. Seventy (70) days after the date the plans were originally submitted.

Section 7.08. Committee's Right to Promulgate Rules and Regulations. The Architectural Committee may from time to time promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to additions or modifications to improvements, or uses; provided, however, that no such rule or regulation shall be deemed to bind the Architectural Committee to approve or disapprove any plans submitted for approval, or to waive the exercise of the Architectural Committee's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of the Declaration or any applicable governmental law, code, ordinance, rule or regulation.

Section 7.09. Delegation of Functions. The Architectural Committee may authorize its staff, subcommittees, or individual members of the Architectural Committee to perform any or all of the functions of the Architectural Committee as long as the number and identity of such staff or members, and the functions and scope of authority have been established by a resolution of the entire Architectural Committee. The approval or disapproval of plans by the staff member, individual member or subcommittee will be subject, however, to the reasonable review of the Architectural Committee, in accordance with procedures to be established by the Architectural Committee.

Section 7.10. Liability of Architectural Committee. No action taken by the Architectural Committee or any member, subcommittee, employee or agent thereof, shall entitle any person to rely thereon, with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of any Lot or other portion of the Property. Neither the Association nor the Architectural Committee, nor any member, subcommittee, employee or agent shall be liable to anyone submitting plans to them for approval or to any Owner, Member or any other person, in connection with any submission of plans, or the approval or disapproval thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person or other entity submitting plans to the Architectural Committee agrees, by submission of such plans, that no action or suit will be brought against the Association or the Architectural Committee, or any member, subcommittee, employee or agent thereof, in connection with such submission.

Section 7.11. Architectural Committee Certificate. Upon written request of any Owner, lessee or any prospective Owner, lessee, mortgagee or title insurer of a Lot or other portion of the Property, title to which has been previously transferred from the Sponsor, the Architectural Committee, within a reasonable period of time, shall issue and furnish to the person or entity making the request a certificate in writing (hereinafter referred to as the "Architectural Committee Certificate") signed by a member of the Architectural Committee stating, as of the date of such Certificate, whether or not the Lot or other portion of the Property, or any improvements thereon, violates any of the provisions of the Declaration pertaining to exterior appearance, design or maintenance and describing such violations, if any. A reasonable charge, as determined by the Architectural Committee, may be imposed for issuance of such Architectural Committee Certificate. Any such Architectural Committee Certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and the party to whom such Architectural Committee Certificate was issued.

ARTICLE VIII

PARTY WALLS AND ENCROACHMENTS

Section 8.01. Party Walls. Each wall which is built as part of the original construction of the Townhomes, whether or not such wall is on the dividing line between two (2) adjacent Lots, and which serves as the exterior limit of the two (2) Townhomes, shall be considered a party wall.

Section 8.02. Maintenance of Party Walls. Each Townhome Owner whose Townhome contains a party wall shall have an easement to enter upon the Townhome with which the party wall is shared to effect necessary repairs or maintenance of said party wall. Each Townhome Owner shall be responsible for the ordinary maintenance and repair of such Townhome Owner's respective side of a party wall. If it shall become necessary to make substantial repairs to or rebuild a party wall, the cost of such repairing or rebuilding shall be borne equally by the two (2) Townhome Owners which share such wall.

In any event where it is necessary for a Townhome Owner, its authorized employees, contractors or agents, to enter upon a Townhome owned by another for purposes of maintaining a party wall, such right shall be exercised upon reasonable notice to the adjoining Townhome Owner, shall be limited to reasonable times, and shall be exercised so as not to impair enjoyment of said adjacent Townhome.

Section 8.03. Exposure of Wall. A Townhome Owner who, by negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by, such elements.

Section 8.04. Materials Used and Workmanship. If and when any party wall is repaired or rebuilt, it shall stand upon the same place and be of the same or similar materials as the original wall. All labor performed shall be performed in a good and workmanlike manner.

Section 8.05. Destruction of Party Wall. In the event of destruction of a party wall by fire or other casualty, to the extent that such damage is not repaired out of the proceeds of the insurance

covering the hazard, the Owner of any Townhome which used the wall may restore it. The Townhome Owner who undertakes such restoration shall be entitled to a contribution equaling one-half (1/2) the cost of such restoration from the Owner of the other Townhome which shares such wall. Such right to contribution shall not be construed, however, to limit in any degree, the right of a Townhome Owner to seek a greater contribution if so entitled under the law of the State of New York regarding liability for negligent or willful acts or omissions.

Section 8.06. Party Wall Rights Run With the Land. The rights of support, quiet enjoyment, entry to repair or restore and contribution for the cost of the same which are described in this Article shall run with the land and shall bind the heirs, successors and assigns of each Townhome Owner.

Section 8.07. Encroachments and Projections. If any Townhome and all improvements associated with it, including but not limited to patios, porches, walks, decks, and privacy fencing, or any other improvement installed by the Sponsor, encroaches or projects upon any other Townhome Lot or upon any portion of the Association Property as a result of the construction of such Townhome, or if any such encroachment or projection shall occur as a result of settling or shifting of such Townhome or portion thereof, there shall be an easement for such encroachment or projection and for the maintenance of same so long as such encroaching or projecting Townhome or portion thereof shall stand. In the event one (1) or more Townhomes or portions thereof are partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, or Proceedings of similar import and effect, and such Townhome(s) or portions thereof are thereafter rebuilt, inadvertent encroachments or projections by such Townhome(s) or portions thereof upon any other Townhome or Lot, or upon any portion of the Association Property, in excess of any encroachment or projection which existed as a result of initial construction, due to such rebuilding, shall be permitted, and valid easements for such encroachments or projection and the maintenance thereof shall exist so long as such improvements shall stand; provided, however, that any increase in such encroachment or projection shall not be greater than two (2) feet.

ARTICLE IX

INSURANCE AND RECONSTRUCTION

Section 9.01. Insurance to be Carried. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably obtainable and to the extent determined by the Board of Directors to be appropriate or relevant: (i) fire and casualty insurance on the Association Property, the Townhomes, (ii) liability insurance on the Association Property, (iii) directors' and officers' liability insurance, (iv) fidelity bond or surety bond, and (v) such other insurance as the Board of Directors shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage. Coverages shall be as follows:

1. Fire and Casualty. Coverage shall be for the unit value of each Townhome under the "single entity" concept, i.e. covering the Townhomes as initially built and including the wall to wall carpeting, lighting fixtures, bathroom fixtures, built-in appliances, wall coverings and all machinery servicing the Townhomes and common facilities, excluding the land, foundations, the personal property of Owners and occupants, and any improvements or alterations (including upgrading of

appliances, kitchen cabinets, carpeting or lighting fixtures, and wall coverings) made by present or prior Owners or occupants.

The policy shall have the following provisions, endorsements and coverages: (i) extended coverage, vandalism and malicious mischief, (ii) inflation guard, (iii) coverage for loss of Maintenance Assessment from Owners forced to vacate because of fire or other insured against casualty, (iv) waiver of the right of subrogation with respect to individual Owners, their family members, and the officers and directors of the Association, (v) a provision that the policy shall in no event be brought into "contribution" by individual Owners or mortgagees, (vi) a provision that the policy cannot be canceled, invalidated or suspended because of the conduct of someone over whom the Board of Directors has no control, (vii) cross-liability giving the Owners the right to sue the Board of Directors and vice versa with the insuring company agreeing to defend the defendant, (viii) a provision that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Lots reported to the insurance carrier or its agent, (ix) a provision requiring periodic review at least every two (2) years to assure the sufficiency of coverage, (x) a provision that adjustment of loss shall be made by the Board of Directors and (xi) a provision that the policy not require the insured to be a co-insurer in the event of loss or claim under the policy.

Prior to obtaining any new fire and casualty insurance policy, the Board of Directors shall obtain an appraisal from an insurance company or otherwise for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The proceeds of all policies of physical damage insurance, if \$50,000.00 or less shall be payable to the Association, and if \$50,000.00 or more, to an Insurance Trustee (bank, trust company or law firm) selected by the Board of Directors of the Association to be applied for the purpose of repairing, restoring or rebuilding unless otherwise determined by the Owners pursuant to Section 9.02 of this Declaration.

This \$50,000.00 limitation may be raised or lowered from time to time upon approval of not less than two-thirds (2/3) of the entire Board of Directors. All fees and disbursements of the Trustee shall be paid by the Association and shall be a common expense of the Lot Owners.

The policy shall contain the standard mortgagee clause in favor of mortgagees which shall provide that any loss shall be payable to the mortgagees as its interest shall appear, subject, however to the loss payment provisions in favor of the Association and the Insurance Trustee. The obligation to restore or reconstruct after damage due to fire or other casualty supersedes the customary right of a mortgagee to have the proceeds of insurance coverage applied to the mortgage indebtedness.

Each Owner and such Owner's known mortgagee shall be a named insured on the policy and shall receive, at the time of purchase and at the time a new policy is obtained or an existing policy renewed, a certificate evidencing insurance coverage.

Duplicate originals of the policy and of all renewals of the policy shall be furnished to all known institutional mortgagees of Townhomes.

If the Board of Directors decides not to insure the Townhomes or decides to insure the Townhomes in an amount less than that necessary to provide for the full replacement or reconstruction of the damaged improvements taking into account coinsurance provisions, each Owner shall, at the Owner's sole cost and expense, purchase and maintain fire and extended coverage insurance in such amounts as from time to time may be required by the Board of Directors, from a company licensed to do business in the State of New York. Such insurance shall be in the standard New York State form and shall cover loss and damage to the Lot, Townhome (including garage), and all other improvements on the Lot. All insurance policies shall cover the interest of the Owner, the Association, and mortgagees, if any, as their interests may appear.

2. Liability. The liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Owners of Townhomes, but not the liability of Townhome Owners arising from occurrences within such Owner's Townhome or on such Owner's Lot. The policy shall include the following endorsements: (i) comprehensive general liability, (ii) Personal injury, (iii) medical payments, (iv) cross liability and (v) contractual liability.

Until the first meeting of the Board of Directors elected by the Owners, this public liability insurance shall be in a combined single limit of \$1,000,000.00 covering all claims for bodily injury and property damage, with an excess umbrella of \$1,000,000.00.

3. Directors' and Officers' Liability. The directors' and officers' liability insurance shall cover the "wrongful" acts of a director or officer of the Association. This coverage shall provide for funds to be available to defend suits against officers and directors of the Association and to pay any claims which may result. The policy shall be on a "claims made" basis so as to cover all prior officers and members of the Board of Directors. The policy shall not provide for "participation" by the Association or by the officers or directors of the Association.

Until the first meeting of the Board of Directors elected by the Owners, the directors' and officers' liability coverage shall be in the amount of \$1,000,000.00.

4. Fidelity Bond. The fidelity bond shall cover all directors, officers and employees of the Association and of the Association's managing agent, if any, who handle Association funds. Until the first meeting of the Board of Directors elected by the Owners, the coverage shall be \$5,000.00 for forgery.

5. Other Insurance. The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage.

6. No Liability for Failure to Obtain Above Coverages. The Board of Directors shall not be liable for failure to obtain any of the coverages required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost.

7. **Deductible.** The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense for those claims relating to Association maintenance responsibility. The Board of Directors of the Association shall assess any deductible amount necessitated by the gross negligence or wantonly malicious act of an Owner against such Owner, as well as any deductible amount necessitated by a fire within the Lot Owners dwelling and not caused by the Association's negligence or activities. The Association may pay the deductible portion for which such Owner is responsible, and the amount so paid, together with interest and costs of collection, including attorney's fees, shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as assessments under Article V of this Declaration.

Option to Have Insurance Paid by Lot Owners Directly The Board of Directors may, at its option, elect to have any insurance which it obtains, paid for directly by the Owners of the Lots rather than from assessments paid to the Association. However, should any Owner fail to pay such Owner's portion of such insurance premium, the Board of Directors may elect to pay such amount on behalf of such Owner in which event such amount so advanced shall be a charge and continuing lien upon the Lot of such Owner and shall also be the personal obligation of such Owner. Such amount shall bear interest and shall be collectible in the same manner as a delinquent assessment as set forth in Section 5.08 of this Declaration.

Section 9.02. **Restoration or Reconstruction After Fire or Other Casualty.** In the event of damage to or destruction of any Townhome, insured through insurance obtained by the Board of Directors, as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the damaged property and the Board of Directors, or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments; provided, however, that if the Owners of 75% or more of all Townhomes do not duly and promptly resolve to proceed with repair or restoration, the net proceeds of insurance policies, if any, shall be divided among the Townhome Owners in proportion to the damage to their insured property in relation to the total damage to all the insured property, provided, however, that no payment shall be made to a Townhome Owner until there has first been paid out of such Townhome Owner's share of such funds all liens on such Owner's Townhome. In the event that insurance proceeds are, for any reason, insufficient to pay all of the costs of restoring or repairing the property to the same condition as formerly existed, the Board of Directors shall levy a Special Assessment to make up the deficiency against all Owners of the damaged Townhomes in such proportions as the Board of Directors deems fair and equitable taking into account the damage sustained to each Townhome and any negligence which, in the opinion of the Board, contributed to the damage and loss. In the event that insurance proceeds exceed the cost of repair and reconstruction, such expenses shall be paid over to the respective mortgagees and Townhome Owners in such proportions as the Board of Directors deems fair and equitable taking into account the damage sustained to each Townhome and Lot, provided, however, that no part of a distribution that results from an Assessment paid by a Townhome Owner, shall be made to all Townhome Owners and their mortgagees as their interest may appear.

Section 9.03. Insurance Carried by Owners. Owners of Townhomes shall not be prohibited from carrying other insurance for their own benefit, provided that such policies contain waivers of subrogation, and further provided, that the liability of the carriers issuing insurance procured by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by the Owner.

ARTICLE X

GENERAL COVENANTS AND RESTRICTIONS

Section 10.01. Advertising and Signs. Except for signs erected by or with the permission of the Sponsor in connection with the initial development, lease or sale of Lots, no additional sign (other than a professional shingle affixed to the dwelling indicating the name of a firm or person and/or such firm's or person's profession, the materials, size, design, style and color of which shall be approved by the Architectural Committee) or other advertising device of any nature shall be placed for display to the public view on any Lot or other portion of Property, including but not limited to temporary signs advertising property for sale or rent, except with the consent of the Architectural Committee.

Section 10.02. Animals, Birds and Insects. The Association may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of pets and (ii) prohibit certain types of pets entirely. Pets may be allowed outdoors only when accompanied by a responsible person, and dogs shall be leashed. Provided an Owner obtains the prior written consent of the Association, an underground pet containment system may be installed. Assuming the Owner has installed an underground pet containment system, a pet may be let outdoors within the area of the underground pet containment system in the company of a responsible person, but need not be leashed. No above ground or visible pet containment enclosures shall be permitted. The Association shall have the right to require any Owner, any tenant of any Owner, or any family member or guest of any Owner or tenant to dispose of any pet, if, in the opinion of the Association, acting in its sole discretion, such pet is creating a nuisance because, e.g., the Owner does not clean up after the animal, the animal is too noisy or the animal is not properly controlled. Dogs and cats must be cleaned up after by their owners.

Section 10.03. Protective Screening and Fences. Any screen planting, fence enclosures or walls initially installed by the Sponsor on a Lot or other portion of the Property and not maintained by the Association shall be maintained by the Lot Owner and shall not be removed or replaced with other than a similar type of planting, fence or wall except with the permission of the Architectural Committee. Except for the foregoing, no fence, wall or screen planting of any kind shall be planted, installed or erected upon said parcel or other portion of the Property unless approved by the Architectural Committee. Notwithstanding the foregoing, no fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 10.04. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (referred to hereinafter as "Trash") shall be kept,

stored, or allowed to accumulate outdoors on any portion of the Property, except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours of a scheduled pick-up, at such place on the Lot or other portion of the Property designated by the Association so as to provide access to persons making such pick-up. The Association may, in its discretion, adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property.

Section 10.05. No Above Surface Utilities Without Approval. No facilities, including without limitation, poles, antennas, dishes or wires for the transmission of electricity, electronic or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the Property without the prior written approval of the Association.

Section 10.06. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the area or to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances, shall be controlled so as not to be detrimental to or endanger the public health, safety, comfort or welfare, be injurious to property, vegetation or animals, adversely affect property values or otherwise produce a public nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code.

Section 10.07. Oil and Mining Operations. No portion of the Property shall be used for the purpose of boring, drilling, refining, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth, except soil borings in connection with the improvement of said portion of the Property, and no derrick or other structure designed for use in boring for oil, natural gas or any other mineral shall be erected, maintained or permitted on any portion of the Property, except with the consent of the Association.

Section 10.08. Dwelling in Other Than Residential Unit. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property, except with the consent of the Association.

Section 10.09. Antennas. No outside radio, telegraphic, television or other electronic antenna, dish or other transmitting or receiving device shall be erected on any Lot or other portion of the Property, except with the consent of the Association, which shall be in compliance with Federal regulations.

Section 10.10. Trees and Other Natural Features. After the transfer of title by the Sponsor to any Lot or other portion of the Property, no trees shall be removed from any Lot or portion of the Property, except with the permission of the Association. The Association, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources

and wildlife upon the Property. The Association may designate certain trees, regardless of size, as not removable without written authorization.

Section 10.11. Use and Maintenance of Slope Control Areas. Within any slope control area shown on any filed map or plat, no improvements, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, change the direction or flow of drainage channels. The slope control areas of any Lot or other portion of the Property and all improvements thereon shall be maintained continuously by the Owner of said Lot or other portion of the Property, except in those cases where a governmental agent or other public entity or utility company is responsible for such maintenance.

Section 10.12. Snowmobiles. No snowmobile or similar motor vehicle shall be operated on any portion of the Property except with the consent of the Association, subject, however, to the Town of Victor Zoning Code and the Parks and Recreation Law of the State of New York.

Section 10.13. Commercial and Professional Activity on Property. No wholesale or retail business, service occupation or home business in conflict with applicable municipal laws and ordinances shall be conducted in or on any Lot or other portion of the Property without the consent of the Association, except by the Sponsor in conjunction with the initial construction, development, lease and sale of Lots, except that Association consent shall not be required for a legal home occupation requiring no visitor parking or employee parking.

Section 10.14. Outside Storage. Outside storage or parking for more than one 72 consecutive hour period per month of commercial or recreational vehicle, unlicensed vehicle, camper, boat, truck or trailer shall be prohibited.

Section 10.15. Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Sponsor, no work on any motor vehicles, boats or machines of any kind, other than minor servicing and maintenance, shall be permitted outdoors on such Lot or portion thereof, except with the consent of the Association.

Section 10.16. Oversized, Commercial and Unlicensed Vehicles. Unless used in connection with the construction or sale of Lots by the Sponsor, or maintenance of the Property, the following shall not be permitted to remain overnight on the Property for more than 72 hours within any month:

- a. any vehicle which cannot fit into a garage of the size constructed by the Sponsor with the Units with the overhead garage door closed;
- b. commercial vehicles of a weight of two (2) tons or more, unless garaged;
- c. unlicensed motor vehicles of any type, unless garaged.

Section 10.17. Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted on the Property unless authorized by the Association.

Section 10.18. Chain Link Fences. Unless otherwise consented to by the Association, no chain link fence shall be erected anywhere on the Property.

ARTICLE XI

ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION

Section 11.01. Declaration Runs With the Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property, whether or not the deed, lease or any other instrument incorporates or refers to the Declaration, covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of the Declaration, including personal responsibility for the payment of all charges which may become liens against his property and which become due while he is the owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 11.02. Enforceability. The provisions of the Declaration shall bind the Property, shall be construed as running with the land and shall inure to the benefit of the Association, which shall be deemed the agent for all of its Members, and may be enforced by any Member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof. Additionally, after 30 days written notice of any violation of the Declaration or the Associations Rules and Regulations, as adopted from time to time, the Lot Owner will be subject to a violation fee of \$50 per day until the violation is cured.

Section 11.03. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior to or subsequent thereto. No liability shall attach to the Sponsor, the Association, or any officer, director, employee, Member, agent, committee or committee member thereof, or to any other person or organization for failure to enforce the provisions of the Declaration.

Section 11.04. Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (i) the Owner, (ii) any family member, tenant, guest or invitee of the Owner, (iii) a family member or guest or invitee of the tenant of the Owner, or (iv) a guest or invitee of (1) any member of such Owner's family or (2) any family member of the tenant of such Owner, such costs shall also be a

lien upon the Lot or other portion of the Property owned by such Owner, if any. This paragraph shall not be applicable to any action brought by the Association against the Sponsor.

Section 11.05. Inspection and Entry Rights. Any agent of the Association or the Architectural Committee may at any reasonable time or times, upon not less than 24 hours' notice to the Owner, enter upon a Lot or other portion of the Property to inspect the improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures or other improvements thereon comply with the Declaration, or with rules and regulations issued pursuant hereto. Neither the Association nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

In addition to the above, if the Architectural Committee determines that it is necessary to trim, cut or prune any tree, hedge or other planting because its location or the height to which, or the manner in which it has been permitted to grow is unsightly, detrimental or potentially detrimental to persons or property, obscures the view of street traffic, or is otherwise in violation of this Declaration, the Association shall notify the Owner of the Lot or other portion of the Property who shall be obliged to remedy the violation. If the Owner fails to remedy the violation within 30 days after such notice is given, then the Association may take such remedial action at the expense of the Owner.

Section 11.06. Default Notices to be Sent to Mortgagees. Each Owner shall notify the Association of the name of the mortgagee of any mortgage on such Owner's Lot. Upon receipt of such notice, the Association shall thereafter endeavor to provide such mortgagee with a duplicate copy of any notice of default sent to such Owner with regard to the violation by such Owner of any provision of this Declaration.

Section 11.07. Amending or Rescinding. Unless otherwise specifically provided for herein, this Declaration may be amended or rescinded upon the consent in writing of the Owners of not less than two-thirds (2/3) of all Lots which are subject to this Declaration. In addition, so long as the Sponsor owns a Lot subject to this Declaration, the written consent of the Sponsor will be required for any amendment which adversely affects the interest of the Sponsor.

In voting for such amendment or rescission, the Members voting rights shall be as set forth in Article III hereof.

The Owners of every Lot shall receive written notice of every proposed amendment or rescission at least 30 days prior to the date set for voting on said proposed amendment or rescission.

In addition to the approval of the Lot Owners and Sponsor, as provided for herein, no amendment or rescission which substantially affects the interest of any lending institutions shall become effective if lending institutions, which together are mortgagees on one-third (1/3) or more of the Lots, advise the Association in writing, prior to the date set for voting on the proposed amendment, that they are opposed to such amendment, which opposition must not be unreasonable. Written notice of any proposed amendment or rescission which substantially affects the interest of any lending institution first mortgagee shall be sent to all such lending institution first mortgagees whose names

appear on the records of the Association at least 30 days prior to the date set for voting on the proposed amendment or rescission.

Section 11.08. When Amendment or Rescission Become Effective. Any amendment or rescission to this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the office of the Ontario County Clerk. Such instrument need not contain the written consent of the required number of Owners, but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

Section 11.09. Duration. The provisions of this Declaration shall, unless amended or rescinded as hereinbefore provided, continue with full force and effect against both the Property and the Owners thereof until December 31, 2029, and, as then in force, shall be automatically, and without further notice, extended for successive periods of ten (10) years, except as otherwise set forth herein.

Section 11.10. Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions.

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

In granting any permit, authorization or approval, as herein provided, the Association may impose any conditions or limitations thereon as they shall deem advisable under the circumstances in each case in light of the consideration set forth in the immediately preceding paragraph hereof.

Section 11.11. Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 11.12. Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 11.13. Invalidity of Agreement or Declaration. The determination by any court of competent jurisdiction that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

ARTICLE XII
GENERAL

Section 12.01. Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretations of the content thereof.

Section 12.02. Right Reserved to Impose Additional Protective Covenants. The Sponsor reserves the right to record additional protective covenants and restrictions prior to the conveyance of any lands encumbered by this Declaration.

Section 12.03. Notice. Any notice required to be sent to the Sponsor, Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Sponsor, Owner or mortgagee on the records of the Association at the time of such mailing.

Section 12.04. Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation or trust, and upon such assignment the successor corporation or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the successor corporation or trust had been an original party and all references herein to the Board of Directors or Trustees of such successor corporation or trust. Any such assignment shall be accepted by the successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association. If the Association, for any reason, shall cease to exist without having first assigned its rights hereunder to a successor corporation or trust, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation or trust to take over the duties and responsibilities of the entity to exist, subject to the conditions provided for herein with respect to an assignment and delegation to a successor corporation or trust.

Section 12.05. Right of Association To Transfer Functions. Unless otherwise specifically prohibited herein or within the Certificate of Incorporation or By-Laws of the Association, any and all functions of the Association shall be fully transferable in whole or in part to any other homeowners or residents association or similar entity.

S&J MORRELL, INC.

By: _____

Jeff Morrell, Vice President

SILVERTON GLENN ASSOCIATION, INC.

By: _____
Jeff Morrell, President

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

On the _____ day of _____ in the year 201__ before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff Morrell personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Schedule A
Legal Description

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

**CERTIFICATE OF INCORPORATION
OF
SILVERTON GLENN ASSOCIATION, INC.**

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

The undersigned, being of the age of 18 years or older, under Section 402 of the Not-for-Profit Corporation Law of the State of New York, hereby certifies:

1. The name of the Corporation is SILVERTON GLENN ASSOCIATION, INC.
2. The Corporation has not been formed for pecuniary profit or financial gain and no part of the assets, income or profit of the Corporation is distributable to or inures to the benefit of its members, directors or officers. The Corporation shall be a Type A Corporation under Section 201 of the Not-for-Profit Corporation Law.
3. The purposes for which the Corporation is formed are to acquire, construct upon, manage, maintain, care for, preserve, protect and enhance the value of that certain tract of property known as Silverton Glenn Townhomes in the Town of Victor, County of Ontario, State of New York, and such additions thereto as may hereafter be brought within the jurisdiction of this Corporation and structures, fixtures and improvements thereon, and community facilities and rights, privileges and easements benefiting such property (the "Property") and being initially the premises described in that certain Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of Silverton Glenn Association, Inc. and any supplements or additions thereto (the "Declaration") and to promote the health, safety and welfare of the owners of interests in the Property.
4. In furtherance of, and not in limitation of, the purposes of the Corporation, the Corporation shall have all the powers now or hereafter granted to corporations of its type under the Not-for-Profit Corporation Law of the State of New York and any successor statute, including, without limiting the generality of the foregoing, the power to acquire, invest in, hold, sell, exchange and dispose of real and personal property of all kinds and varieties and interests, including security interests and mortgages therein.
5. Nothing herein contained shall authorize the Corporation to undertake or carry on any of the activities specified in Section 404(a)-(u) of the Not-for-Profit Corporation Law of the State of New York, to operate a hospital, drug maintenance program, certified home health agency, health maintenance organization or to provide hospital or health related services, or to offer a comprehensive health services plan as any of the foregoing are respectively defined in Articles 28, 33, 36, and 44 of the Public Health Law.
6. The office of the Corporation will be located in the County of Ontario, State of New York.

7. The Secretary of State is designated as the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is 1501 Pittsford Victor Road, Victor, New York 14564.

8. Every person or entity who is a record owner of a fee interest in any Lot in the Property which is subject by covenants of record to assessments by the Corporation, including contract vendors and, in addition, the Sponsor so long as it shall be the record owner of a fee interest in any Lot in the Property, whether or not subject to assessments by the Corporation, shall be a member of the Corporation. The Corporation shall have two (2) classes of membership. No person shall be a member of the Corporation solely on account of ownership of an interest in a Lot in the Property solely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from record fee ownership of any Lot in the Property subject to assessment by the Corporation.

9. The initial directors of the corporation until the first annual meeting are as follows:

Jeffrey D. Morrell
1501 Pittsford Victor Road
Victor, New York 14564


Scott M. Morrell
1501 Pittsford Victor Road
Victor, New York 14564

Deborah Iezzi
1501 Pittsford Victor Road
Victor, New York 14564

10. Upon dissolution of the Corporation other than incident to a merger or consolidation, no part of the assets of the Corporation nor any of the proceeds thereof shall be distributed to the members, officers or directors of the Corporation as such, but all such property and proceeds shall, subject to the discharge of the Corporation's liabilities, be distributed as directed by the members of the Corporation to a public agency to be used for not-for-profit purposes similar to those for which the Corporation was created or for the general welfare of the residents of the municipality in which the Property is located or to a corporation, association, trust or other organization not organized for profit and operated exclusively for the promotion of social welfare, subject to the approval of a Justice of the Supreme Court of the State of New York.

11. Neither this Certificate of Incorporation nor the Corporation's By-Laws shall be amended in any manner which conflicts with the Declaration.

IN WITNESS WHEREOF, the undersigned has subscribed and affirmed this Certificate as true under the penalties of perjury this March 13th, 2012.

A handwritten signature in black ink, appearing to read "Louis M. D'Amato". The signature is fluid and cursive, with the first name "Louis" being the most prominent.

Louis M. D'Amato
2 State Street, 700 Crossroads Building
Rochester, New York 14614

By-Laws

establishing

Silverton Glenn Association, Inc.

S&J Morrell, Inc.
1501 Pittsford Victor Road
Victor, New York 14564

Sponsor

Woods Oviatt Gilman LLP
700 Crossroads Building
Two State Street
Rochester, New York 14614

Attorneys for the Sponsor

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. NAME AND LOCATION	120
ARTICLE II. DEFINITIONS	120
ARTICLE III. MEMBERS	121
ARTICLE IV. MEETINGS OF MEMBERS; VOTING	121
ARTICLE V. BOARD OF DIRECTORS	123
ARTICLE VI. OFFICERS	128
ARTICLE VII. COMMITTEES	129
ARTICLE VIII. FINANCE	130
ARTICLE IX. BOOKS AND RECORDS	130
ARTICLE X. CORPORATE SEAL	130
ARTICLE XI. AMENDMENTS	131
ARTICLE XII. INDEMNIFICATION	131

**BY-LAWS
OF
SILVERTON GLENN ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

SECTION 1.01 Name and Location. The name of the corporation is the SILVERTON GLENN ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located in the Town of Victor, County of Ontario and State of New York.

ARTICLE II

DEFINITIONS

As used in these By-Laws, the following terms shall have the definitions ascribed to them below:

SECTION 2.01 Association. SILVERTON GLENN ASSOCIATION, INC., a New York not-for-profit corporation.

SECTION 2.02 Declaration. The document entitled "Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens" imposed by the Sponsor of the Property, as defined below, as it may from time to time be supplemented or amended in the manner provided for in said Declaration.

SECTION 2.03 Lot. Any portion of the Property identified as a separate parcel on the tax records of the Town of Victor or shown as a separate lot upon any recorded or filed subdivision map, with the exception of Association Property as defined in the Declaration.

SECTION 2.04 Member. Every person or entity who is a record owner of a fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract vendors and, in addition, the Sponsor, as that term is defined in the Declaration, so long as it shall be the record owner of a fee interest in any Lot subject to the Declaration, whether or not subject to assessments by this Association. No person, however, shall be a member of the Association solely on account of ownership of an interest in a Lot solely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from record fee ownership of any Lot subject to assessment by the Association.

SECTION 2.05 Property. All property within Silverton Glenn Townhomes.

SECTION 2.06 Sponsor. S&J Morrell, Inc., its successors and assigns.

SECTION 2.07 Townhome. A single family dwelling on the property that is attached to at least one (1) or more townhomes by means of a party wall or otherwise.

ARTICLE III

MEMBERS

SECTION 3.01 Membership in the Association. The Members of the Association shall be the Owners of Lots within the Property, provided that any person or entity holding such interest merely as security for the performance of an obligation shall not be a Member. The Association shall have two (2) classes of Membership. Class A members shall be all Owners of Lots except the Sponsor and the sole Class B member shall be the Sponsor or assignee. The Class B membership shall be the only class of membership entitled to vote for the election of directors, the transaction of any corporate business or any other matter until all Lots owned by Sponsor, including Lots incorporated by subsequent amendment to the Declaration, are transferred by the Sponsor, or until 15 years following the recording of the Declaration, whichever shall first occur. Immediately thereafter, the Sponsor's Class B membership shall be converted into Class A membership without further act or instrument and the Class A membership shall have full voting rights.

SECTION 3.02 Right of Sponsor to Assign; Otherwise No Assignment. Sponsor may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership may make successive like assignments. Memberships in the Association shall not otherwise be transferable or assignable.

ARTICLE IV

MEETINGS OF MEMBERS; VOTING

SECTION 4.01 Annual Meeting. There shall be an Annual Meeting of the Members on the first Tuesday of March at 8:00 p.m., or at such other date and time and at such other place convenient to the Members as shall be designated by the Board of Directors, which meeting shall be for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the date fixed for the annual Meeting shall be a legal holiday, the meeting shall be held on the first day following, which is not a legal holiday. Failure to hold an Annual Meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

SECTION 4.02 Special Meetings. Special Meetings of the Members may be called at any time by the President or the Board of Directors, and shall be called by the Secretary of the Association at the request in writing of Members of the Association holding not less than the ten percent (10%) of the votes entitled to be cast at the meeting.

SECTION 4.03 Notice of Meetings. Not less than ten (10) days or more than 30 days before the date of any Annual or Special Meeting of Members, the Association shall give to each Member written or printed notice stating the time and place of the meeting and, in the case of a Special Meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting and the purpose or purposes for which the meeting is called. Such notice shall be delivered either by mail or by presenting it to the Member personally, or by leaving it at such Member's residence as shown on the records of the Association. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the Member at his or her post office address as it appears on the records of the Association. Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the person or persons entitled to such notice, whether before or after such meeting is held, or actual attendance at the meeting in person without objection to lack or deficiency of notice prior to the conclusion of the meeting, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of Members, Annual or Special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

SECTION 4.04 Voting Rights. The Class B membership shall be the only class of membership entitled to vote for the election of directors, the transaction of any corporate business or any other matter until all Lots owned by Sponsor are transferred by the Sponsor, or until 15 years following the recording of the Declaration, whichever shall first occur. Immediately thereafter, the Sponsor's Class B membership shall be converted into Class A membership without further act or instrument and the Class A membership shall have full voting rights, and each Member shall have one vote, regardless of the number of Lots owned.

SECTION 4.05 Quorum and Vote. The presence in person or by proxy of Members having not less than one-half (1/2) of the total votes of the Membership entitled to vote shall constitute a quorum at any meeting. However, if a meeting cannot be held because a quorum is not present, the majority of the Members present, either in person or by proxy, may, without notice other than announcement to those physically present, adjourn the meeting to a time not less than 48 hours later, until a quorum shall be present in person or by proxy, with the quorum required for each reconvened meeting being one-half (1/2) of the quorum required for the previous meeting, but never less than one-tenth (1/10) of the total votes of the Membership entitled to vote. Directors shall be elected by the affirmative vote of Members entitled to vote and casting a plurality of the vote cast at a meeting of Members. With respect to all acts other than the election of Directors, the act of Members casting a majority of the votes cast at a meeting shall be the act of the Members unless the act of a greater or lesser number is required by law, or by the Certificate of Incorporation of the Association, the Declaration or these By-Laws.

SECTION 4.06 Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of the Declaration, the Certificate of Incorporation, these By-Laws and the Not-for-Profit Corporation Law of the State of New York, as it deems advisable for any meeting of the Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

SECTION 4.07 Entity Members. Any votes of an entity member may be cast by an appropriate partner, member, or officer of such entity.

SECTION 4.08 Joint or Common Ownership. Any one (1) joint or common fee owner of a Lot shall be entitled to cast the vote with respect to the Lot so owned, but all such joint or common owners shall together cast only one (1) vote for each Lot conferring voting rights. If the owners are unable to determine how the vote shall be cast, no vote shall be cast.

SECTION 4.09 Absentee Ballots. On any matter submitted to the Members for vote, other than the election of Directors of the Association, any Member entitled to vote may cast a vote without attending the meeting in question by filing a written statement with the Board of Directors prior to the meeting in question, specifying the issue on which the Member intends to vote and that the Member votes for or against the same. Members unable to attend a meeting at which Directors of the Association are to be elected shall be entitled to file an absentee ballot if so provided by the Board of Directors, or may vote by a proxy which shall be in writing and shall be filed with the Secretary of the Association.

SECTION 4.10 Waiver and Consent. Wherever the vote of the membership is required by law or by the Certificate of Incorporation of the Association, the Declaration or these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

ARTICLE V

BOARD OF DIRECTORS

SECTION 5.01 Number of Directors. The business and affairs of the Association shall be managed by the Board of Directors. The number of Directors of the Association shall be five (5), except that an initial Board of three (3) Directors shall be designated by the Sponsor. The initial Board of Directors shall hold its first meeting within 30 days of transferring title to the first Lot. The initial Board of Directors shall serve until the first annual meeting after the Sponsor no longer has an interest in a Lot then subject to the terms of the Declaration. Directors need not be Members.

SECTION 5.02 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. Nominations also may be made from the floor at the Annual Meeting of the Association. The members of the Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each Annual Meeting of the Members and shall serve only to make the nominations for Directors to be elected at that meeting.

The Nominating Committee shall make as many nominations for election of the Board of Directors as it shall determine, in its sole discretion, but not less than the number of vacancies that are to be filled and such nomination may be made from Members of the Association.

SECTION 5.03 Election. At the first Annual Meeting after the Sponsor relinquishes control of the Board of Directors, that is when it no longer has an ownership interest in a Lot then subject to the Declaration, the Members shall elect three (3) Directors for a term of two (2) years and two (2) Directors for a term of one (1) year. At each Annual Meeting thereafter, the Members shall replace those Directors whose terms have expired and elect such successor Directors for a term of two (2) years. Voting shall be by secret written ballot which shall:

- a. Set forth the number of vacancies to be filled;
- b. Set forth the names of those nominated by the Nominating Committee to fill such vacancies; and
- c. Contain space for a write-in for each vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

SECTION 5.04 Vacancies. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors (although less than a quorum) or by a sole remaining Director and, if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose vacancy such person was elected to fill. Any vacancy occurring by reason of an increase in the number of Directors may be filled by action of a majority of the entire Board of Directors and any Director so elected shall hold office until the next meeting of Members or until a successor is elected and qualifies.

SECTION 5.05 Removal. At any meeting of Members, duly called at which a quorum is present, the Members may, by the affirmative vote of not less than two-thirds (2/3) of the Members entitled to vote, remove any Director or Directors from office with or without cause and may by plurality vote elect the successor or successors to fill any resulting vacancies for the unexpired term or terms of the removed Director or Directors. In addition the other Directors may, by the affirmative vote of not less than two-thirds (2/3) of the other Directors, declare the position of the Director vacant in the event the person filling such position shall be absent from three (3) consecutive meetings. This paragraph shall not apply to board members appointed by Sponsor.

SECTION 5.06 Compensation. Directors shall not receive any compensation or salary for their services. Any Director may be reimbursed for his actual expenses incurred in the performance of his duties. A Director who serves the Association in any capacity other than as a Director or officer, however, may receive compensation therefor.

SECTION 5.07 Regular Meetings. Regular Meetings of the Board of Directors shall be held monthly without notice at such places and at such times convenient to the Directors as may be

designated from time to time by resolution of the Board of Directors. Should such meeting date fall on a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 5.08 Special Meetings. Special Meetings of the Board of Directors may be called at any time at the request of the President or any two (2) Directors after not less than two-(2) days' notice to each Director. The person or persons authorized to call such Special Meeting of the Board may fix any place convenient to the Directors as a place for holding such Special Meeting. Any Director may, in writing signed by such Director before or after the time of the Special Meeting stated therein, waive notice of any Special Meeting. The attendance of a Director at any Special Meeting without objection to lack or deficiency of notice prior to the conclusion of such meeting shall constitute a waiver of notice of such Special Meeting. Neither the business to be transacted at, nor the purpose of any Special Meeting need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by the Certificate of Incorporation of the Association or by these By-Laws.

SECTION 5.09 Quorum and Voting. At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, except as otherwise required by law, by the Certificate of Incorporation of the Association or by these By-Laws. Except in cases in which it is provided otherwise by law, by the Certificate of Incorporation or by these By-Laws, a vote of a majority of Directors present at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the Directors present may adjourn the meeting from time to time by majority vote and without further notice, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted as originally called.

SECTION 5.10 Informal Action by Directors. Any action required or permitted to be taken by a meeting of the Board of Directors or of any committee thereof may be taken without a meeting, provided a written consent to such action is signed by all members of the Board of Directors or of such committee, as the case may be. Such written consent shall be filed with the minutes of proceedings of the Board or committee.

SECTION 5.11 Powers of the Board. The Board of Directors may exercise all the powers of the Association, except such as are conferred upon or reserved to the Members by statute or by the Certificate of Incorporation or these By-Laws. The powers, duties and authority of the Board of Directors shall specifically include, but shall not be limited to, the following:

- a. To determine, levy and collect the assessments and common charges as provided for in the Declaration.
- b. To collect, use and expand the assessments and charges collected for the maintenance, care and preservation and operation of the property of the Association as permitted by the Declaration.
- c. To procure and maintain adequate liability insurance covering the Association, its Directors, Officers, agents and employees and to procure and maintain adequate hazard

insurance on such of the Association's real and personal properties and the Townhomes as it deems appropriate.

d. To repair, restore or alter the properties of the Association or such other improvements for which the Association may now or hereafter have such responsibility under the Declaration, as amended, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

e. To promulgate rules and regulations relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof or to enhance the preservation and use of facilities or which, in the discretion of the Association, shall serve to promote the best interests of the Members and to establish and enforce penalties for infractions thereof.

f. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the provisions of the Declaration or of any rules or regulations of the Association.

g. To pay all expenses incurred by the Association and all taxes owing by the Association.

h. To declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive meetings of the Board of Directors.

i. To keep a complete record of the actions of the Board of Directors and the corporate affairs of the Association and such other records as it deems appropriate.

j. To issue, or cause to be issued, upon request by any person, an "Assessment Certificate" as provided in the Declaration, setting forth the status of payment of assessment for any Lot.

k. To grant easements or rights of way to any public or private utility corporation, governmental agency or political subdivision with or without consideration.

l. To dedicate or transfer all or any part of the land which it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee. Such a conveyance shall, however, require the consent of two-thirds (2/3) of the total votes of all Members at any meeting duly called and held or who shall vote upon written ballot which shall be sent to every Member not less than 30 days nor more than 60 days in advance of the canvass thereof. In addition, no such conveyance shall be made if lending institutions which together are first mortgagees on 33-1/3% or more of the Lots advise the Association in writing, prior to the date set for voting on the proposed conveyance, that they disapprove such conveyance, which disapproval must not be unreasonable. Written notice of any proposed conveyance shall be sent to all lending institution first mortgagees

not less than 30 days nor more than 60 days prior to the date set for voting on the proposed conveyance.

m. To enter into agreements, reciprocal or otherwise, with other homeowners and residents associations, condominiums and cooperatives for the use of or sharing of facilities. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Members voting upon written ballot which shall be sent to every Member not less than 10 days nor more than 60 days in advance of the vote on the proposed agreement.

n. To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration.

SECTION 5.12 Duties of the Board. It shall be the duty of the Board of Directors

to:

a. Cause to be kept a complete record of all its acts and corporate affairs and to regularly present a written report thereon in compliance with New York statutes to the Members at the annual Meeting of the Members, or at any Special Meeting to present a written report only when same is requested in writing by at least one-fourth (1/4) of the Members who are entitled to vote.

b. Supervise all officers, agents and employees of the Association and to see that their duties are properly performed.

c. As more fully provided in the Declaration now or as hereafter amended or supplemented, to:

(1) Fix the amount of Special Assessments and Maintenance Assessments and other assessments to be assessed and levied against each Lot at the time or times and in the manner provided in the Declaration.

(2) Send written notice of each assessment to every owner of a Lot subject thereto at the time and in the manner provided in the Declaration.

(3) Foreclose the lien against any Lot for which assessments are not paid within 30 days after their due date, and to bring an action at law against the Member thereof personally obligated to pay the same.

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

- e. Procure and maintain adequate liability and hazard insurance for the Association Property, and if it so opts for the Townhomes.
- f. Cause the Association Property, and on the default of the Lot Owner, the exteriors of the Townhomes to be maintained.
- g. Cause all officers or employees having fiscal responsibilities to be bonded, as the Board of Directors may deem appropriate.
- h. Prepare annual finance statements of the Association which are to be mailed to each Member by March 15th of each year.

SECTION 5.13 Performance of Duties: Conflict of Interests. The Directors and Officers of the Association may freely make contracts, enter transactions or otherwise act for and in behalf of the Association relating to or incidental to its operations, notwithstanding the fact that they may also be acting as individuals or as Directors of the Association and as agents for other persons or business concerns or may be interested therein as stockholders of said corporations or business concerns or otherwise, provided, however, that all such dealings shall at all times be at arm's length for and in the best interests of the Association and otherwise lawful.

ARTICLE VI

OFFICERS

SECTION 6.01 Officers. The officers of the Association shall be the President (who shall be a member of the Board of Directors), one (1) or more Vice Presidents (the number to be determined by the Board of Directors), the Secretary and the Treasurer and shall be appointed by the Board of Directors. The Board of Directors may elect such other officers as it shall deem desirable, such officers to have the authority to perform the duties prescribed from time to time by the Board of Directors. Two (2) or more offices may not be held by the same person.

SECTION 6.02 Election. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

SECTION 6.03 Term and Vacancies. The officers of the Association shall be elected annually by the Board of Directors and each shall hold offices until his or her successor shall have been duly elected, unless he or she shall sooner resign, or shall be removed or otherwise be disqualified to serve. The vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 6.04 Resignation and Removal. Any officer may be removed by the Board of Directors, with or without cause, whenever, in the judgment of the Board, the best interests of the Association will be served thereby. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of

such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6.05 President. The President shall be the chief executive officer, shall supervise the work of the other officers, shall preside at all meetings of Members, shall preside at all meetings of Directors and shall perform such other duties and functions as may be assigned him or her. He or she may sign, in the name of the Association, any and all contracts or other instruments authorized by the Board or these By-Laws.

SECTION 6.06 Vice President. Any Vice President shall be capable of performing all of the duties of the President. He or she may sign, in the name of the Association, any and all contracts or other instruments authorized by the Board and shall perform such other duties and functions as may be assigned to him or her by the President or the Board.

SECTION 6.07 Secretary. The Secretary shall cause notices of all meetings to be served as prescribed in these By-Laws, shall record the votes and keep the minutes of all meetings, shall have charge of the seal and corporate records of the Association, and shall perform such other duties as are assigned to him or her by the President or the Board. Any Assistant Secretary shall be capable of performing all of the duties of the Secretary.

SECTION 6.08 Treasurer. The Treasurer shall have the custody of all moneys and securities of the Association and shall keep or cause to be kept regular books and records. He or she shall account to the President and the Board, whenever they may require it, with respect to all of his or her transactions as Treasurer and of the financial condition of the Association, and shall perform all other duties that are assigned to him or her by the President, the Board or these By-Laws.

SECTION 6.09 Other Officers. Such other officers as the Board may appoint shall perform such duties and have such authority as the Board may determine.

SECTION 6.10 Compensation. No executive officers of the Association shall receive any stated salary for their services, provided that nothing herein contained shall preclude any executive officer from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE VII

COMMITTEES

SECTION 7.01 Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one (1) or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association provided, however, that no such committee shall have the authority of the Board of Directors to approve an amendment to the Certificate of Incorporation of the Association or to these By-Laws or a plan of merger or consolidation.

SECTION 7.02 Committees of the Association. The committees of the Association shall be the Architectural Standards Committee, the Nominating Committee and such other committees as the Board of Directors shall deem desirable. Each committee shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The Architectural Standards Committee shall have the duties and functions described for such committee in the Declaration.

SECTION 7.03 Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VIII

FINANCE

SECTION 8.01 Checks. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness issued in the name of the Association shall, unless otherwise provided by resolution of the Board of Directors, be signed by the President or Treasurer and countersigned by one (1) Director of the Association, provided that the President or Treasurer and Director so signing are not the same person.

SECTION 8.02 Fiscal Year. The fiscal year of the Association shall be the twelve-(12) calendar months, ending December of each year, unless otherwise provided by the Board of Directors.

SECTION 8.03 Annual Reports. There shall be a full and correct statement of the financial affairs of the Association including a balance sheet and a financial statement of operation for the preceding fiscal year. Such report shall be submitted at the Annual Meeting of the Members and filed within 20 days thereafter at the principal office of the Association.

ARTICLE IX

BOOKS AND RECORDS

SECTION 9.01 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association.

ARTICLE X

CORPORATE SEAL

SECTION 10.01 Corporate Seal. The Association shall have a seal in circular form having within the circumference thereof the full name of the Association.

ARTICLE XI

AMENDMENTS

SECTION 11.01 Alteration, Repeal or Amendment. These By-Laws may be altered, repealed or amended and new By-Laws may be adopted at any regular or special meeting of the Members, by vote of a majority of Members entitled to vote present in person or by proxy or (except as to any matter affecting membership qualifications or voting rights) at any regular or special meeting of the Board of Directors or by the affirmative vote of a majority of the whole Board of Directors.

SECTION 11.02 Conflict with Certificate of Incorporation or with Declaration. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII

INDEMNIFICATION

SECTION 12.01 Indemnification. To the extent permitted by law, the Association shall indemnify and hold harmless any person made a party to any proceeding by reason of the fact that such person is or was a Director or officer of the Association against any loss or expense incurred by said person by reason of such proceeding, including the settlement thereof, except in relation to matters which such person is adjudicated to be liable for gross misconduct in the performance of that person's duties.

**ATTORNEY GENERAL
OF THE STATE OF NEW YORK
MODEL FORM
FOR ESCROW AGREEMENT
ADOPTED BY SPONSOR AND ESCROW AGENT**

AGREEMENT made this 2nd day of MAY, 2012, between S&J Morrell, Inc. ("SPONSOR") as Sponsor of the offering plan and Lacy Katzen LLP, as attorneys, as escrow agent, ("ESCROW AGENT").

WHEREAS, Sponsor is the sponsor of an offering plan involving the premises located at Wyndham Hill, Ashwood Lane and Silverton Glenn, Victor, Ontario County, New York, which premises are known as Silverton Glenn Townhomes; and

WHEREAS, Escrow Agent is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers, pursuant to the terms of this agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

- 1.1 SPONSOR and ESCROW AGENT hereby establish an escrow account with ESCROW AGENT for the purpose of holding deposits or payments made by purchasers or subscribers. The escrow account has been opened at Manufacturers and Traders Trust Company at its branch located at the First Federal Plaza, Rochester, New York 14614. The account number is _____.
- 1.2 The name of the account is Silverton Glenn Escrow Account.
- 1.3 ESCROW AGENT is the sole signatory on the account.
- 1.4 The escrow account shall be an IOLA interest-bearing account as disclosed in the offering plan.
- 1.5 The escrow account is an IOLA Account established pursuant to Judicial Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

- 2.1 All funds received from prospective purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser to the order of Silverton Glenn Escrow Account. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser promptly, but in no event more than five business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT to the terms of this Agreement.**
- 2.2 Within ten (10) business days after tender of the deposit submitted with the purchase agreement, ESCROW AGENT shall notify the purchaser of the deposit of such funds in the bank indicated in the Offering Plan, provide the account number, and disclose the account as an IOLA Account. If the purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase agreement and rescind within ninety (90) days after tender of the deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited in accordance with these regulations and requisite notice was timely mailed to the subscriber or purchaser.**

3. RELEASE OF FUNDS IF NO LETTER OF CREDIT IS PROVIDED.

- 3.1 ESCROW AGENT shall not release the escrowed funds of the defaulting purchaser until after consummation of the plan as defined in the Attorney General's regulations. Consummation of the plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.**
- 3.2 ESCROW AGENT shall continue to hold the funds in escrow until otherwise directed in (a) a writing signed by both Sponsor and purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or until releases pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.**
- 3.3 SPONSOR shall not object to the release of the escrowed funds to (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the plan**

or an amendment to the plan or (b) all purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.

- 3.4 If there is no written agreement between the parties to release the escrowed funds, ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to SPONSOR unless the purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and has so notified ESCROW AGENT in accordance with such provisions.

4. RELEASE OF FUNDS IF LETTER OF CREDIT IS PROVIDED.

- 4.1 The Escrow Agent shall release such funds to the Sponsor, provided the Escrow Agent has documentation showing that the Letter of Credit, or a renewal or replacement Letter of Credit, has been issued and is in effect. The Escrow Agent shall not release funds from escrow, if the Escrow Agent receives notice or information warranting the drawdown of the Letter of Credit.
- 4.2 The Escrow Agent as the beneficiary of the Letter of Credit, acting as a fiduciary for the benefit of purchasers under the plan whose funds were released from escrow, shall have the duty and the right to draw upon and collect the proceeds of the Letter of Credit, ten (10) business days after notice to the Sponsor and Sponsor's failure or refusal to restore such funds to the Escrow Agent, without the consent or despite the objection of the Sponsor or the provider of the credit, upon the following events or circumstances:
1. Timely rescission of a purchase agreement by a purchaser pursuant to an offer of rescission contained in the plan or an amendment to the plan;
 2. Acceptance for filing by the Department of Law of an amendment abandoning the plan;
 3. Determination by the Attorney General mandating that rescission or the return of funds is required;
 4. Failure by the Sponsor to obtain a renewal or replacement Letter of Credit no later than sixty (60) days prior to the expiration of the existing Letter of Credit;
 5. Direction by the Sponsor upon request of the purchaser;

6. Notice of impending cancellation of the Letter of Credit has been given or received, or the issuer has filed a bankruptcy or insolvency petition or has been taken over by a federal or state authority, and no proper replacement of the Letter of Credit has been furnished.
- 4.3 In the event of a dispute, the Sponsor shall apply, and the purchaser, the Escrow Agent or the bank issuing the Letter of Credit may apply, to the Attorney General for a determination on the disposition of funds secured by the Letter of Credit, the deposit and any interest earned thereon. Forms for this purpose shall be available from the Department of Law. The party making such application shall contemporaneously send to the other three parties a copy of such application.
- 4.4 Pending the determination of the Attorney General to grant or deny the application, the Sponsor, the purchaser, the Escrow Agent and the bank shall abide by an interim directive issued by the Attorney General.
- 4.5 If the application permitting release of funds is granted, such funds secured by the Letter of Credit, and any interest earned thereon shall be disposed of in accordance with the determination of the Attorney General, subject to any court action in which preliminary relief is granted.
- 4.6 The Attorney General shall act upon the application within thirty (30) days after its submission to the Department of Law, by either making a determination or notifying the parties that an extension of time in which to do so is necessary for stated reasons.
- 4.7 In no event shall the disputed funds secured by the Letter of Credit be paid to the purchaser nor shall the Letter of Credit be terminated until any dispute is finally resolved either by written agreement of the parties directing payment of the funds, or by a determination of the Attorney General or by order or judgment of a court of competent jurisdiction.

5. RECORD KEEPING.

- 5.1 ESCROW AGENT shall maintain all records concerning the deposits for seven years after release of the funds.
- 5.2 Upon the dissolution of a law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

5.3 ESCROW AGENT shall make available to the Attorney General, upon his request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

6. GENERAL OBLIGATIONS OF ESCROW AGENT.

6.1 ESCROW AGENT shall maintain the accounts called for in this Agreement under the direct supervision and control of ESCROW AGENT.

6.2 A fiduciary relationship shall exist between ESCROW AGENT and purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

7. RESPONSIBILITIES OF SPONSOR.

7.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to ESCROW AGENT.

7.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and compliance with the Attorney General's regulations.

8. TERMINATION OF AGREEMENT.

8.1 This Agreement shall remain in effect unless and until it is canceled, by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

(c) All shares or units offered pursuant to the plan have been sold and all sales transactions have been consummated.

8.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1 above, ESCROW AGENT shall deliver any and all funds held by it in escrow and any and all contracts or documents maintained by ESCROW AGENT to the new escrow agent.

9. SUCCESSORS AND ASSIGNS.

9.1 This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their successors and assigns.

10. GOVERNING LAW.

10.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

11. ESCROW AGENT'S COMPENSATION.

11.1 SPONSOR agrees that ESCROW AGENT'S compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to ESCROW AGENT, if any, shall not be deducted from escrowed funds by any financial institution under any circumstance.

12. SEVERABILITY.

12.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

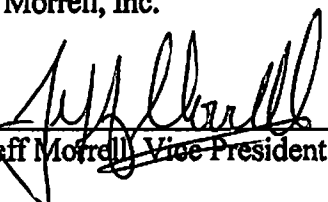
13. ENTIRE AGREEMENT.

13.1 This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

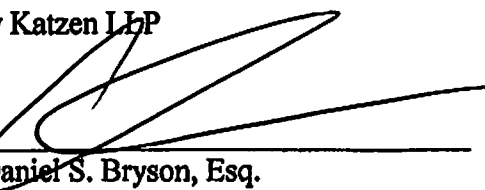
SPONSOR

S&J Morrell, Inc.

By: 
Jeff Morrell, Vice President

ESCROW AGENT

Lacy Katzen LLP

By: 
Daniel S. Bryson, Esq.

**APPLICATION TO THE ATTORNEY GENERAL
FOR A DETERMINATION ON THE
DISPOSITION OF DOWN PAYMENTS**

(Send this application to the reviewing attorney assigned to the subject plan.)

Re: SILVERTON GLENN ASSOCIATION, INC.

File Number: _____

Application is made to the Attorney General to consider and determine the disposition of down payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name _____
of Applicant

2. Address _____
of Applicant

3. Name, Address, and Telephone Number of Applicant's
Attorney (if any) _____

4. This is an application for
 return of down payment.
 forfeiture of down payment.
 other: _____

5. The project is
 newly constructed.
 vacant (as is).

6. The project is structured as an homeowners association.

7. Name and Address of Sponsor:

8. Name and Address of Escrow Agent:

9. If down payments are maintained in an escrow account:

(a) Name of account: _____ ESCROW ACCOUNT

(b) Name and address of bank: _____

(c) Account number (if known) _____

(d) Initial interest rate (if known). Not applicable.
IOLA Account.

10. If down payments have been secured by bonds:

(a) Name and address of bond issuer or surety: _____

(b) Copy of bond included in this application. (DO NOT
SEND ORIGINAL BOND.) If not included, explain:

11. If down payments have been secured by a Letter of Credit:

(a) Name and address of bank which issued the letter of credit: _____

(b) Date of expiration of the Letter of Credit, if known: _____

12. Plan information:

(a) Date of filing of plan: _____

(b) Plan

has been declared effective. Approximate date: _____

has not been declared effective.

(c) If effective, the plan

has closed or the first unit has closed. Approximate date: _____

has not closed.

don't know.

(d) Down payments are secured by

escrow account.

bonds.

letter of credit.

13. Contract information:

(a) Copy of contract and of all riders of modification letters are attached. (DO NOT SEND ORIGINALS.)

(b) Date on which purchase agreement was signed: _____

(c) Date(s) of down payment(s): _____

(d) Total amount of down payment(s): _____

(e) Names and addresses of purchasers affected by this application:

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

15. I am contemporaneously sending a copy of this application to the following persons:

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: _____ Date: _____

Name
(Printed): _____

Telephone: (Home) _____ (Business) _____

Mailing Address: _____

SPONSOR'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

The undersigned, being duly sworn, depose and say as follows:

We are the Sponsor and the principals of the Sponsor of the Silverton Glenn Association, Inc. Offering Plan.

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

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

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

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

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

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

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

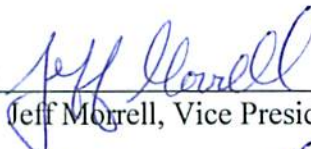
We certify that the rights of way, sewers and water lines, when constructed, will be in accordance with local government specifications. If the construction of the above public improvements has not been completed prior to conveyance to the Town of Victor or the Association, a bond or letter of credit will be posted with the Town or Association, or other adequate security will be provided in an amount to be determined by an engineer licensed to practice as a professional engineer in the jurisdiction where the Association is located, which amount shall not be less than the amount required to complete such construction to required specifications.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

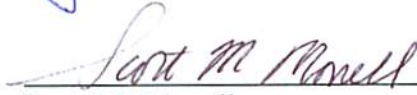
We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Dated: JUN 8 , 2012

S&J Morrell, Inc.

By: 
Jeff Morrell, Vice President


Jeff Morrell


Scott M. Morrell

Sworn to before me this
 8 day of JUNE , 2012


Notary Public

LOUIS M. D'AMATO
Notary Public, State of New York
Qualified in Monroe County
No. 01DA4954365
Commission Expires August 7, 2013

ENGINEER'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

The undersigned, being duly sworn, depose and say as follows:

The Sponsor of the offering plan for Silverton Glenn Association, Inc. retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the construction plans and specifications that were prepared by BME Associates, dated December 2011, and prepared the Report dated April 2012, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We are a licensed engineer in the State where the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 22 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion the Report affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

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

(v) does not contain any fraud, deception, concealment, or suppression;

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

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

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the development of the property as part of Arbor Ridge Association, Inc. or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Dated: April 12, 2012

BME Associates

By: *Peter G. Vars*

Registered Engineer

Lic. No. 068010



Affirmed to before me this
12th day of April, 2012

David E. Wood
Notary Public

DAVID E. WOOD
Notary Public, State of New York
No. 4964979
Qualified in Monroe County
Commission Expires April 16, 2014

ARCHITECT'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

The undersigned, being duly sworn, depose and say as follows:

The Sponsor of the offering plan for Silverton Glenn Association, Inc. retained our firm to prepare a report describing the construction of the townhomes (the "Report"). We examined the building plans and specifications that were prepared by James Fahy Design dated April, 2012 and prepared the Report dated April, 2012, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We are licensed architects and engineers in the State where the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 22 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion that Report affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

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

(v) does not contain any fraud, deception, concealment, or suppression;

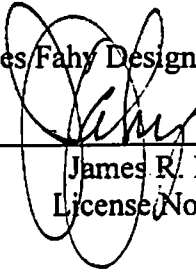
(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

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

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the development of the property as part of Silverton Glenn Association, Inc. or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

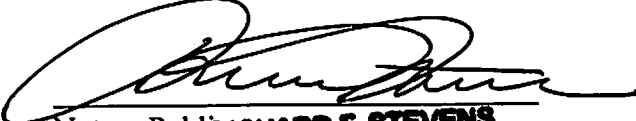
Dated: April 26, 2012

James Fahy Design

By: 
James R. Fahy, P.E.
License No. 063585-1

Affirmed to before me this

26th Day of APRIL, 2012


Notary Public **RICHARD F. STEVENS**
NOTARY PUBLIC, State of New York
Monroe County, Reg. #018T3845253
Commission Expires 8/30/2015

A MODERN APPROACH TO ENDLESS ARCHITECTURAL DESIGN



JAMES FAHY DESIGN
ARCHITECTURAL ENGINEERING

2024 w. henrietta rd. — suite 3k
rochester — new york — 14623
tel: (585) 272-1650 — fax: (585) 272-1008
email: info@jamesfahy.com — website: www.jamesfahy.com



CROFTON
Associates, Inc.

111 Marsh Road
Pittsford, New York 14534

April 27, 2012

New York State Department of Law
120 Broadway
New York, New York 10271
Attn: Real Estate Financing Bureau

Re: Certification by Expert on Adequacy of Budget
Silverton Glenn Homeowners Association

Gentlemen:

The sponsor of the homeowners association offering plan for the above captioned property retained my firm to review Schedule A containing projections of income and expenses for the incoming year of homeowners association operation. My experience in this field includes:

Over twenty five (25) years experience in the management of townhouse associations and condominiums.

At present I am a CERTIFIED PROPERTY MANAGER® of a firm engaged primarily in the management of town house associations and condominiums. We are currently the managing agent for forty such organizations totaling over 2500 living units.

I am a member of the Institute of Real Estate Management and have received its designation of CERTIFIED PROPERTY MANAGER®. My firm has received the designation of ACCREDITED MANAGEMENT ORGANIZATION®.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 22 insofar as they are applicable to Schedule A. I have reviewed Schedule A and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. I have also relied on my experience in managing residential/commercial property.

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

I certify that the Schedule does:

- (i) set forth in detail the terms of the transaction as it relates to the Schedule and is complete, current, and accurate.
- (ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment.
- (iii) does not omit any material fact.
- (iv) not contain any untrue statement of a material fact.
- (v) not contain any fraud, deception, concealment, or suppression.
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances.
- (vii) not contain any representation or statement which is false, where I:
(a) knew the truth; (b) with reasonable effort could have known the truth (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

I further certify that we are not owner or controlled by the sponsor. I understand that a copy of this certification is intended to be incorporated into the offering plan.

Certification of Budget
Silverton Glenn Homeowners Association
April 27, 2012
Page 3

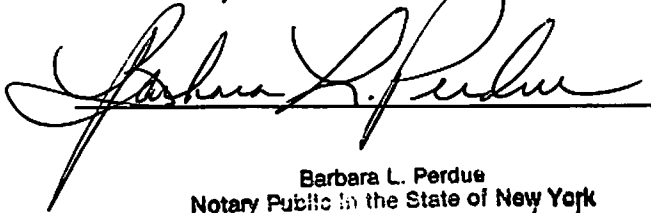
This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business and Penal Law.

CROFTON ASSOCIATES, INC.


Albert C. Crofton
CERTIFIED PROPERTY MANAGER®

Sworn to before me

this 27TH day of April, 2012



Barbara L. Perdue
Notary Public in the State of New York
Wayne County
Commission Expires 7/11/2014

MANAGEMENT AGREEMENT

THIS AGREEMENT made as of the 24th day of May, 2012
Between SILVERTON GLENN ASSOCIATION, INC., a New York corporation, with its principal
office at 111 Marsh Road, Pittsford, New York 14534 (hereinafter designated as the
"Association"), and

CROFTON ASSOCIATES, INC., a New York Corporation with offices at 111 Marsh
Road, Pittsford, New York 14534 (hereinafter designated as "Agent").

WITNESSETH:

The Association and the Agent, for and in consideration of One Dollar (\$1.00) and other
good and valuable consideration, in addition to the mutual covenants and conditions contained
herein, do hereby agree as follows:

FIRST: The Association hereby appoints the Agent, and the Agent hereby accepts the
appointment as managing agent of the premises located at Silverton Glenn Association, Inc. in
the Town of Victor, Ontario County, New York, owned by the Association (the "Association").
The Association is responsible for the maintenance of the common areas and the exterior of the
dwellings at Silverton Glenn Association, Inc. as provided in the Declaration of Covenants,
Conditions and Restrictions which was recorded in the Office of the County Clerk, County of
Ontario (hereinafter referred to as the common areas).

SECOND: The term of this Agreement shall be for a period of one (1) year commencing as of
1/1/2013 and terminating 12/31/2013. This Agreement may be terminated, without cause, by
either party giving sixty (60) days written notice of intention to terminate to the other party.

THIRD: During the term of this Agreement the Association shall pay the Agent, as full
compensation for its services provided in ARTICLE FOURTH, a management fee of \$15.50 per
unit per month.

If the Association is involved in litigation or complicated insurance claims requiring extensive
time from the Property Manager, the Agent is to be compensated for time spent as mutually
agreed by the Association and the Agent.

FOURTH: The Agent shall exercise its best efforts in performing the following services:

(a) Hire all persons necessary to properly maintain and operate the common areas.
Such persons shall be paid by the Agent and be employees of the Agent and not the
Association.

(b) Arrange for and supervise maintenance of the common areas in such condition
as may be deemed advisable by the Association.

(c) Recommend, with the Association's approval, that all work be done in and about
the common areas as shall be necessary to comply with all federal, state and local laws,
ordinances and regulations and orders of the New York Board of Fire Underwriters or of a
similar body, except that if failure promptly to comply with any such orders or to remove a
violation would expose the Association or Agent to criminal liability, the Agent may cause order

or notice of violation to be complied with after consultation with the Board Member appointed as Primary Liaison with the Agent, or if no such officer shall be available, after consultation with the Association's attorneys, the Agent shall notify the Association's primary liaison or attorneys promptly after receipt of any order or violation.

(d) Enter into contracts for electricity, water, rubbish removal, landscaping, snow removal, architects' and engineers' services for planning and supervising alterations and/or improvements to the common areas, and other services as are advisable; any contract having a term longer than One (1) year or requiring annual payments in excess of One-Thousand Dollars (\$1000.00) must be authorized by the Association in writing.

(e) Purchase all supplies necessary to properly maintain and operate the common areas; all contracts and purchases shall be in the Association's or the Agent's name, as the Agent shall elect; the Agent shall credit the Association for any discounts or commissions obtained for such purchases.

(f) Advise the Association with respect to property insurance coverage of the common areas. In the event the Association has employees, the Agent will obtain and maintain in such amounts and through such carriers as the Association shall designate or approve, coverage for employer's liability, worker's compensation, disability and any other insurance the Association may elect to carry.

(g) Review all bills received for services, work, and supplies ordered in connection with maintaining and operating the common areas; pay or cause to be paid in a timely manner prior to the accrual of any penalties or interest: (1) all bills, water charges, electricity, or sewer rent assessed against the Association or the common areas; (2) real estate taxes; (3) other taxes assessed against the Association or the common areas.

(h) Bill the unit owners for assessments for common charges and other assessments and use its best efforts to collect such assessments. When directed by the Association, the Agent shall take action in the name of the Association by way of legal process, using counsel acceptable to the Association, to collect any delinquent monthly assessments.

(i) Consider and, when within the scope of Association responsibility under its Declaration of Covenants, as amended from time to time, attend to the complaints or requests of unit owners. If the Agent shall deem any such complaint beyond the scope of the Association's responsibility, it shall advise the Association of the complaint and the reason for its opinion that the complaint is beyond the scope of Association responsibility.

(j) Prepare and file all forms for unemployment insurance, withholding and social security taxes and any other tax form relating to Association employees, and employees of Agent performing duties or services in any way related to this Agreement.

(k) Prepare and mail regular monthly statements to the Board with a remittance of amounts collected during the previous month less disbursements made on behalf of the Association and less, also, all such amounts required by the Declaration or as in the judgment of the Board may be necessary or advisable to reserve or withhold to meet obligations due or which will or may become due thereafter, and for which current income will not or may not be adequate.

(l) Keep in good order the books and records of the Association and maintain orderly files containing records of common charges, assessments, insurance policies,

correspondence, receipted bills and vouchers, contracts, warranties, and all other documents and papers pertaining to the common areas; those records shall be the property of the Association, and the Agent shall, upon the request of the Association, make them available to the Association, the Association's officers, accountants, attorneys or other representatives and shall deliver up same to the Association or its representatives on demand.

(m) Except as otherwise provided in the Agreement, all bookkeeping, clerical, and other Agent overhead expenses (including but not limited to costs of Agent's office supplies and equipment, and transportation for managerial personnel to and from Association) will be borne by the Agent out of his own funds and will not be treated as a Association expense. Any office expenses for supplies and services directly and solely related to the operation of the Association exclusively (including but not limited to the Association's advertising, brochures, stationery, postage, checks, credit checks, copying, and reasonable miscellaneous administrative expenses) shall be treated as an Association expense and paid from the Operating Account.

(n) Cooperate with and provide all information reasonably required by the Association's accountants and auditors in regard to the annual audit of the books of the Association, including the annual report of the Association's operations for the year then ended.

(o) Cooperate with the Association's accountants in regard to preparing and filing the Association's federal, state, and any other income and other tax returns required by the governmental authority.

(p) Send each year to all Board members of the Association a copy of a statement furnished by the Association's accountant.

(q) Prepare, before the 1st of every fiscal year an operating budget, setting forth an itemized statement of the anticipated receipts and disbursements for the new year based upon the assessments for common charges to be received by the Association; the budget shall comply with the Association's By-Laws, and shall be submitted to the Board at least forty-five (45) days prior to the commencement of the new budget year. The budget shall serve as a supporting document for the schedule of monthly assessments for the new budget year.

(r) When requested for the Annual Meeting, rent a suitable meeting place and send notices to the unit owners of the Association. The cost of such notices shall be borne by the Association. Attend meetings of unit owners and the Board as provided in subparagraph (t).

(s) Prepare and send letters and reports as the Board may request, except as provided in Article FIFTH.

(t) The Agent will prepare for and attend a two-hour Board meeting in every month to review the operation of the Association with the Board. The Agent will also attend the Association's Annual Meeting. For meetings over two hours, Association agrees to pay Agent a fee of \$80.00 per hour, fee to be prorated to the nearest quarter hour. For attendance of meetings in excess of those specified in this section, Agent is entitled to a fee of One-hundred Dollars (\$100.00) per meeting.

(u) Hire employees to be paid an hourly rate (portal to portal) to respond to miscellaneous complaints and requests of the members of the Association. Such employee shall be paid by the Agent and be an employee of the Agent and not the Association.

(v) Generally, do all things necessary or desirable as requested by the Board of Directors for the proper maintenance of the common areas.

FIFTH: Additional charges for services provided by the Agent, not included in this Management Agreement, are as follows: (Some charges are dependent upon unpredictable factors, and may be adjusted during the term of the contract.)

- | | |
|---|--|
| 1. Mailings to homeowners; i.e., newsletters
budgets, notification of major
maintenance, etc. | Secretarial time + postage + copy cost |
| 2. Special Assessments | Bookkeeper time + material |
| 3. Late letter fee | \$6.00 |
| 4. Time spent for items not a part
of this Management Agreement | |

Property Manager	\$65/hour
Secretarial	\$30/hour
Bookkeeper	\$35/hour
Maintenance	\$30/hour

SIXTH: The Association authorizes the Agent, for the Association's account and on its behalf, to perform any act or do anything necessary or desirable in order to carry out the Agent's responsibilities contained in Article FOURTH hereof. It is expressly understood and agreed that everything done by the Agent under the provisions of Article FOURTH shall be done as Agent of the Association, and any and all obligations, costs or expenses incurred by the Agent in the performance of its obligations under Article FOURTH (for which the Agent is not compensated as provided in Article THIRD hereof) shall be borne by the Association and not by the Agent.

Any payment made by the Agent shall be made out of such funds as the Agent may from time to time hold for the account of the Association or as may be provided by the Association. The Agent shall not be obliged to make any advance to or for the account of the Association or to pay any amount except out of funds held or provided as aforesaid, nor shall the Agent be obliged to incur any extraordinary liability or obligation unless the Association shall furnish the Agent with the necessary funds for the discharge thereof. If the Agent shall voluntarily advance for the Association's account any amount for the payment of any obligation or necessary expense connected with the maintenance or operation of the common areas, the Association shall reimburse the Agent on demand.

SEVENTH: All funds collected by the Agent for the account of the Association will be deposited in trust in a special account, as designated by the Association, to be entitled "Silverton Glenn Association, Inc." Account, and will not be commingled with any other funds of the Agent. The Agent shall not be responsible for any loss resulting from the insolvency of the depository.

EIGHTH: The Association agrees to (a) hold the Agent free and harmless from damages or injuries to person or property by reason of any cause whatsoever, other than Agent's negligence or willful misconduct, either in or about the common areas if the Agent is carrying out the provisions of this Agreement or acting under the expressed or implied directions of the Association and (b) reimburse the Agent upon demand for any monies which the Agent is required to pay out for any reason whatsoever, other than Agent's negligence or willful misconduct, either in connection with, or as an expense in defense of any claim, proceeding or

charge or prosecution made, instituted, or maintained against the Agent or the Association and the Agent jointly or severally out of the condition or use of the common areas; or for the acts or omissions of the Agent or employees of the Association or the Agent arising out of or based upon any law, regulation, requirement, contract or award relating to the hours of employment, working conditions, wages and/or compensation of employees or former employees of the Association; provided, in each of the foregoing instances, that the Agent promptly advises the Association of its receipt of information concerning any such injury and the amount of any such liability, damages, penalties, costs and expenses. The Association will carry liability insurance, with limits not less than \$1,000,000 and include the Agent as a party insured under the liability policy and will deliver a copy of such liability policy to the Agent or a certificate evidencing the same.

Anything hereinbefore set forth to the contrary notwithstanding, the Association shall defend promptly and diligently, at its sole cost and expense, any claim, action or proceeding brought against the Agent arising out of the foregoing, and shall hold harmless and fully indemnify the Agent from any judgment, loss or settlement. The Agent shall promptly furnish to the Association and its attorneys all papers, documents and other evidence which, in the opinion of the Association or its attorneys may be necessary in order to defend any such claim. It is understood and agreed that the foregoing provisions of this Paragraph shall survive the termination of this Agreement. Nothing contained in this Agreement shall relieve the Agent from responsibility to the Association for negligence or for breach of Agent's obligations hereunder. The Board agrees to appoint one (1) Board member as Primary Liaison with the Agent and to appoint additional Board members to be Secondary Liaison in the event that the Primary Liaison is not immediately available.

NINTH: If requested, the Agent shall forthwith procure and thereafter keep in full force and effect a fidelity bond reasonably satisfactory in form to the Association and issued by a bonding, insurance or casualty company satisfactory to the Association, pursuant to which the Association will be held harmless by the surety in an amount up to Five Hundred Thousand Dollars (\$500,000) from any loss of money or other personal property belonging to the Association or for which the Association is legally liable, caused by larceny, embezzlement, forgery, misappropriation, wrongful abstraction or any dishonest or fraudulent acts committed on or after the date hereof by the Agent, its directors, officers or employees.

TENTH: It is understood that this Agreement provides for all the responsibilities and duties of the Agent. From time to time, the Association may wish to have the Agent perform additional services not included in this Agreement. In such event, the Association will submit its requests for such services in writing and the Agent will promptly inform the Association of its charge for such additional services. The Association will be free to accept the charge quoted by the Agent or to have the services performed by a third party.

ELEVENTH: Any notice required to be served upon the Agent shall be mailed to 111 Marsh Road, Pittsford, New York, 14534. Any notice required to be served upon the Association shall be mailed to the President of the Association at the home address of the President of the Association.

TWELFTH: The Board represents that it has authorized this Agreement on behalf of the Association. The members of the Board have no personal liability hereunder.

THIRTEENTH: This agreement shall be governed by and construed in accordance with the laws of New York.

FOURTEENTH: The Agreement constitutes the entire understanding of the parties and may not be changed except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SILVERTON GLENN ASSOCIATION, INC.

By:  _____

CROFTON ASSOCIATES, INC.

By:  _____

**LEASE AGREEMENT
SILVERTON GLENN TOWNHOMES**

Landlord: S&J Morrell, Inc. with its principal office at 1501 Pittsford-Victor Road, Victor, NY 14564 ("Landlord").

Resident: _____ ("Resident")

Additional Occupants: _____ ("Occupant" or "Occupants")

Resident Current Address: _____

Date of Lease	_____	Monthly Rent	\$ _____
Townhome No.	_____	Annual Rent	\$ _____
Term	<input checked="" type="checkbox"/> One Year <input type="checkbox"/> _____ Years		
Commencement Date	_____	Security Deposit	\$ _____
Termination Date	_____	Pet Security Deposit	\$ _____
Move In Date	_____	Initial/Pro-Rata Rent	\$ _____
Maximum Occupancy	Four (4) people	Total Received	\$ _____

1. LEASE OF TOWNHOME

Landlord leases to Resident and Resident leases from Landlord the Townhome above specified located at Silverton Glenn, {Insert Street Address}, Victor, NY, 14564, Ontario County, New York (the "Townhome").

2. PAYMENT OF RENT

(a) Resident agrees to pay the monthly rent and all additional monthly charges in full in advance on the first day of each month during the term of the Lease at the post office box of the Landlord or such other place as the Landlord may select without any deductions being made from the rent payment. If the Resident's rent is not received by the Landlord by the first (1st) day of the month in which it is due, Resident agrees to pay a late charge of twenty-five dollars (\$25.00) as additional rent to the Landlord. If Resident's rent is not received by Landlord by the tenth (10th) day of the month in which it is due, Resident agrees to pay an additional late charge of fifty dollars (\$50.00). Resident agrees to pay a forty dollar (\$40.00) service charge as additional rent when any check or draft tendered by Resident to Landlord is returned due to insufficient funds, a stop payment order or any similar reasons or matter relating to Resident. In addition, if Resident's rent check is returned, Resident will pay the rent and the applicable late fees and charges by money order or certified check. If Resident's rent check is returned more than two (2) times in any twelve (12) month period, Resident shall pay all rent and other charges by money order or certified check. All payments made each month should be in the form of cash, personal check, money order or certified check and made payable to Cottage Grove Townhomes, or such other entity instructed by Landlord in writing to Resident.

(b) Resident and Landlord agree that all additional monthly charges are additional rent. Additional rent is payable together with Resident's next monthly rental installment. If Resident fails to pay the additional rent on time, Landlord shall have the same rights against Resident as if Resident failed to pay the rent.

(c) Resident agrees to pay as additional rent any expenses incurred by Landlord for collection or any other action Landlord takes to enforce or defend its rights under this Lease plus reasonable attorneys' fees. In the event Landlord commences an action to enforce its rights in which no monetary damages are sought, Landlord may recover its reasonable attorneys' fees.

(d) Resident shall be responsible for all utilities and services provided to the Townhome, including but not limited to gas, electric, telephone, cable, water and sanitary sewer services. All utilities and services shall be paid by Resident as determined by utility meters or sub-meters as assigned to townhome.

3. TERM

This Lease will not automatically renew and will terminate at twelve noon of the termination date above specified, unless this Lease is sooner terminated by Landlord upon default of Resident ("Termination Date"). If

Resident desires to renew this Lease, Resident should provide written request to Landlord at least 60 days prior to the Termination Date.

4. SECURITY DEPOSIT

Landlord acknowledges receipt of the security deposit and agrees the security deposit will be deposited in a local bank selected by Landlord. No pet shall be housed within the Townhome or on the property without the express written consent of Landlord, which consent may be determined at Landlord's sole discretion. Any Resident owning a pet will be charged an additional security deposit in an amount to be determined by Landlord. If Resident fully complies with all of the terms of the Lease, Landlord will return the security deposit after the Lease Term ends. If Resident does not fully comply with the terms of the Lease, Landlord may use the security deposit plus any accumulated interest to pay any amounts owed by Resident to Landlord. Resident cannot use the security deposit for payment of rent.

5. USE OF TOWNHOME

Resident agrees to use and to occupy the Townhome strictly as a private dwelling for Resident and Occupant. Only those persons named in this Lease shall occupy the Townhome. Resident agrees to use and occupy the Townhome in a quiet and peaceful manner so as to not disturb, annoy or harass other Residents.

6. CARE OF TOWNHOME

Resident agrees to clean and take good care of the Townhome, its fixtures, equipment, appliances, carpeting and the interior and exterior walls Townhome and the building which the Townhome forms a part, and not to cause or allow to be caused any damage to Landlord's property.

7. REPAIRS, ALTERATIONS AND DAMAGES

(a) Resident agrees to pay for all costs necessary to repair the Townhome when damage to the Townhome is caused by Resident, Occupant or a guest of Resident or Occupant. Resident agrees to notify Landlord's office of any damage or defect in the Townhome, or any condition or emergency that might arise. Resident's taking possession of the Townhome shall be conclusive evidence that the Townhome and the building of which the Townhome is a part are in good and satisfactory condition at the time possession is taken.

(b) Resident may not paint, wallpaper, remodel, or make any structural changes to the Townhome without prior written permission from the Landlord. Any additions, decorations, installations, alterations or modifications made shall remain a part of the Townhome or at the Landlord's request, shall be removed by Resident and Resident also shall restore the Townhome to its original condition. No nailing of pictures and other wall decorations is permitted without Landlord's written permission. Resident shall make no changes in or additions to the electrical wiring as installed and maintained by the Landlord, nor shall Resident install and/or use electrical equipment or appliances not furnished by the Landlord except for small 110 volt appliances for personal use.

(c) Resident agrees to reimburse the Landlord upon demand for all expenses, attorneys' fees, damages or fines that are imposed upon the Landlord or incurred by Landlord (1) due to the violation of any provision of this Lease by any Resident, Occupant or a guest of Resident or Occupant or (2) resulting from injuries to persons or property caused by Resident, Occupant or a guest of Resident or Occupant or (3) resulting from improper conduct, carelessness or negligence of Resident, Occupant or a guest of Resident or Occupant. Resident is completely responsible for all acts of Resident, Occupants or guests.

(d) Resident will use reasonable care to use and maintain the carpeting in the Townhome in substantially the same condition as delivered to the Resident, except reasonable wear and tear. If Resident chooses to clean the carpet during the Lease Term, Resident will do so pursuant to manufacturer's specifications. At the end of the Lease Term, Resident will pay a one-time, non-refundable carpet cleaning fee in the amount of \$100.00. This fee shall be payable as Additional Rent and due with the last Rent for the Lease Term. In the event Resident does not pay said Additional Rent for carpet cleaning, Landlord will withhold the same amount from the Security Deposit.

(e) Landlord shall not be liable for injury or damage to Resident, Occupant or a guest of Resident or Occupant and Resident and Occupant hereby release Landlord from any such liability. Resident and Occupant hereby indemnifies and holds Landlord harmless for, from and against all claims, losses or damages, including all reasonable attorneys' fees, costs and expenses, arising from any such injury or damage. In any action against Landlord by Resident, Occupant, Resident's or Occupant's family or guests, recovery shall be limited to liquidated damages in the amount paid by Resident to Landlord under the terms of this Lease.

8. OBLIGATION TO INSURE

Landlord will not be responsible or liable for any damage to Resident's or Occupant's personal property. The Resident and Occupant shall have these items insured for their replacement cost. Resident also shall have a Renters' Insurance Policy with Liability Coverage, naming Landlord as an additional insured. Landlord will not be liable for any loss, expense or damage to any person or property unless due to Landlord's gross negligence or intentional misconduct.

9. RULES AND REGULATIONS

(a) Resident agrees to comply with the Rules and Regulations included with this Lease along with any other reasonable rules Landlord may adopt for the safety, care and cleanliness of the building and the comfort, quiet enjoyment, and convenience of Resident and other Residents. Resident is responsible for the compliance by Occupants and a guest of Resident or Occupant with these Rules and Regulations.

(b) Notice of new rules will be given to Resident (on ten days written notice to Resident). Landlord need not enforce these Rules against other Residents. Landlord is not liable to Resident if another Resident violates these Rules. Resident receives no rights under these Rules.

10. APPLICABLE LAW

Resident must, at Resident's expense, promptly comply with all laws, orders, rules, requests and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters or similar groups. Notices received by Resident from any authority or group must be promptly delivered to Landlord. Resident and Occupant may not do anything which may increase Landlord's insurance premiums. If Landlord's insurance premiums increase due to Resident's or Occupant's actions, Resident shall pay the increase in premium as additional rent.

11. ACCESS TO TOWNHOME

Resident agrees to allow Landlord to retain a key to the Townhome. Resident shall not change the locks to the Townhome without Landlord's written permission. Landlord may, at reasonable times, enter the Townhome to inspect, to make repairs or alterations, or to provide routine or preventive maintenance to the Townhome. Landlord may make such repairs and alterations as Landlord may deem necessary to the preservation of the Townhome, but Landlord is not required to make any repairs to the Townhome except as specifically contained in this Lease. Landlord may enter at any time for repairs or maintenance in the case of an emergency. Landlord reserves the right during the last 60 days of the Lease to show the Townhome during reasonable hours to prospective renters.

12. RESIDENT'S OBLIGATIONS UPON TERMINATION

Upon the termination of occupancy, Resident will leave the Townhome by twelve noon of the Termination Date. The Townhome shall be clean and in good condition and repair, subject to reasonable wear and tear. Resident shall return the keys and garage door remotes (2) for the Townhome to the Landlord's office and settle all outstanding matters and debts with the office. Resident will remove all property of Resident, Occupant and/or a guest of Resident or Occupant from the Townhome and shall pay for any damage to the Townhome or building caused by moving personal property in or out of the Townhome or building. Any property left in the Townhome shall be deemed abandoned and Landlord shall have no responsibility to care for it. All abandoned property may be moved, stored, or disposed of by Landlord and Resident shall be charged for such services.

13. HOLDOVER TENANCY

(a) In the event that Resident or any one occupying through Resident continues to occupy the Townhome after the Termination Date without Landlord's written permission, Landlord shall have the option: (1) to charge Resident a monthly sum equal to twice the amount of the monthly rent above specified, and such sum shall be paid on the first day of each month for the time such possession is withheld; (2) to treat such holding over as a renewal by Resident of the Lease for another year, upon the same terms and conditions except that the monthly rent for the renewal term shall be 110% of the monthly rent above specified; or (3) to use all legal remedies available to remove the Resident from the Townhome including but not limited to self-help.

(b) The Resident will indemnify and hold harmless Landlord against any claim or action resulting from Landlord's inability to give possession of the Townhome to a new Resident. The Resident will also be liable for all collection fees and charges, including reasonable attorneys' fees, which Landlord incurs in order to remove the Resident from the Townhome.

14. RIGHT TO RE-ENTER

If, during the last month of the Lease, Resident has vacated or removed all or substantially all of the personal property from the Townhome, Landlord shall have the right to enter the Townhome in order to clean and redecorate without affecting or changing any of the terms of this Lease and with no abatement of rent. Resident waives any right to reenter the Townhome or redeem the Lease.

15. DEFAULT, CANCELLATION, AND REMEDIES

(a) Resident shall be in default upon the occurrence of any of the following events ("Event of Default"): (1) Failure to pay rent or additional rent on time; (2) Improper assignment of the Lease or improper subletting of all or part of Townhome; (3) Conduct by Resident, Occupant or a guest of Resident or Occupant: (i) which Landlord in its sole discretion considers objectionable, (ii) which causes or threatens to cause damage to Landlord's property or bodily injury to anyone, or (iii) which is illegal or immoral or use of the Townhome in an illegal or immoral manner; (4) Vacancy, abandonment or desertion of the Townhome, whether or not rent and additional rent have been paid; (5) Use of the Townhome by any person other than Resident or an authorized Occupant; (6) Misrepresentation of any material fact contained in Resident's rental application; (7) Violation of the Rules and Regulations adopted by Landlord; or (8) Failure to fully perform any other promise contained in this Lease.

(b) If Resident is in default, Landlord shall have the right to cancel this Lease by giving Resident five (5) days written notice of Landlord's intention to do so and this Lease and the term of this Lease shall expire and come to an end on the date set forth in such notice, as if that date were date originally fixed in this Lease for the expiration of the term. Resident will continue to be responsible for rent, expenses, damages, losses and reasonable attorneys' fees.

(c) If the Lease is cancelled, or rent or additional rent is not paid on time, or Resident vacates the Townhome, Landlord may, in addition to other remedies, remove Resident's property and take possession of the Townhome by any lawful means. Landlord may remove Resident by dispossess proceedings or otherwise, without being liable in any way.

(d) If the Lease is ended or Landlord takes back the Townhome, rent and additional rent for the unexpired term shall be immediately due and payable. Landlord may re-rent the Townhome for any term. Landlord may re-rent for a lower rent and/or give an allowance to the new Resident. Resident shall be responsible for the Landlord's cost of repairs, decorations, broker's fees, attorneys' fees, advertising and preparation for renting. If Landlord re-rents the Townhome or exercises any other right under this section, Resident nevertheless shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied first to the payments of rent due Landlord under this Lease. Resident agrees to pay Landlord any deficiency for each month for the balance of the rental Term. Landlord shall not be responsible to Resident for failing to re-rent the Townhome or failing to collect rent from the new Resident.

(e) Following an Event of Default, Resident waives all rights to redeem this Lease, and to return to the Townhome after possession is given to the Landlord by a court or Landlord takes back possession of the Townhome.

(f) Landlord may correct any default of Resident under this Lease at Resident's expense. All sums expended by Landlord on Resident's behalf shall be additional rent.

16. NO-WAIVER

The Resident understands that the receipt of rent and additional rent by the Landlord with knowledge of any violation by Resident of the provisions of this Lease does not indicate a waiver of the violation. The failure of the Landlord to enforce any Lease provision or the Rules and Regulations against the Resident, or any other Resident in the building, shall not be deemed a waiver of the Lease provision or of the Rules and Regulations. No provision of this Lease or the Rules and Regulations shall be waived unless such waiver is in writing and signed by the Landlord.

17. POSSESSION

Landlord will not be held liable for its inability to give possession of the Townhome on the date and at the time indicated in this Lease. Failure to give possession on the date stated in this Lease does not affect the terms and conditions of the Lease, or extend the Lease beyond the Termination Date, or give either party the right to cancel the Lease. Rent for the Townhome will not commence until the Townhome is available for occupancy and shall be pro-rated where occupancy is not provided on the first day of the month.

18. NO CLAIM AGAINST LANDLORD

(a) Resident agrees not to reduce the rent payments or hold Landlord liable for any inconveniences or annoyances as a result of Landlord making repairs, changes, additions or improvements to any part of the building, the

Townhome, fixtures, equipment, or utilities unless such repairs, in the opinion of the Landlord, make the Townhome unlivable, at which time the rent will be pro-rated.

(b) If any services are reduced or discontinued because of matters beyond the control of the Landlord, Resident may not withhold or reduce rent, make a money claim against Landlord or claim an eviction.

(c) Landlord may stop service of plumbing, heating, air cooling or electrical systems, because of accident, emergency repairs or changes until the work is complete. If unable to supply any service because of labor trouble, government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply the service.

19. SUBLEASE OR ASSIGNMENT

Resident shall not assign this Lease or enter into a sublease without Landlord's written consent. Landlord may withhold its consent to an assignment without or with cause. Landlord may withhold its consent to a sublease for cause. Landlord shall have the right to consider, among other factors, all matters shown on the party's application. Resident shall not be in default of any term of this Lease at the time of any assignment or sublease. Landlord shall charge Resident a one hundred dollar (\$100) fee to process an application for permission to assign or sublease the Townhome. The Landlord does not waive the right to require written consent by the receipt of a rental payment from a person other than the Resident. Resident shall remain liable under this Lease after a sublease or assignment, and the security deposit shall continue to be held by the Landlord, notwithstanding the fact that an additional security deposit is required from the new Resident.

20. SUBORDINATION

This Lease and Resident's rights are subject and subordinate to all present and future (a) leases for the building or the land on which it stands; (b) mortgages on the leases or the building or land; (c) agreements securing money paid or to be paid to a lender; and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Resident must promptly execute any certificate(s) that Landlord requests to show that this Lease is subject and subordinate as above stated. Resident authorizes Landlord to sign these certificates for Resident.

21. RELEASE ON DISPOSITION

Provided that Landlord has notified Resident of the sale or lease of the building, Landlord shall have no further liability under this Lease after Landlord sells or leases the building. If Landlord sells the building in which the Townhome is located, Landlord may assign the security deposit to the buyer. Landlord shall notify Resident in writing of the name and address of the buyer. Upon doing so, Landlord shall be released from all obligations to Resident, the security deposit and its return.

22. FIRE OR OTHER CASUALTY

(a) The Resident agrees that in case of damage to the Townhome or the building in which it is located, rendering the Townhome uninhabitable, the Resident shall give immediate written notice thereof to the Landlord. If the Landlord then finds that only a part of the Townhome can be occupied following the damage, a proportionate rent shall be paid for the usable portion until repairs can be completed by the Landlord. If the Landlord finds that the Townhome cannot be occupied following the damage, the Landlord may notify the Resident to vacate the Townhome until such time as repairs are performed and the Landlord determines the Townhome is habitable. Rent shall be apportioned pro-rata to the date the Resident vacates and removes all property. After notice is provided by the Landlord that the Townhome is habitable following repairs, rent shall again begin to run and be payable as before the damage, as of the date that the Landlord determines the Townhome to be habitable. The Landlord shall have no further liability. Landlord need only repair the damaged structural part of the Townhome. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

(b) If the fire or other casualty is caused by the act or neglect of Resident, Occupant or a guest of Resident or Occupant, then all repairs will be made at Resident's expense and Resident must pay the full rent with no adjustment. The cost of the repairs will be additional rent.

(c) If the Landlord finds the Townhome or building in which it is located is totally destroyed or in the event the Landlord shall decide not to repair or rebuild, the Landlord may notify the Resident of a date, within sixty (60) days of the damage of the termination of the Lease, and the Lease term shall expire and come to an end on the fire damage termination date, as if that date were the date originally fixed in this Lease for the expiration of the term. The

Landlord shall have no further liability. The Resident shall vacate the Townhome and remove all property, and the rent shall be apportioned pro-rata to the fire damage termination date. Upon payment, this Lease shall come to an end. The Landlord retains any right which may exist, under this Lease or otherwise, to obtain recovery for damages for which the Resident is responsible.

23. CONDEMNATION

If the building or Townhome is taken by a governmental agency or other body having the right to take property, this Lease shall end on the date of the taking and Resident shall have no claim for the value of this Lease. Any rent paid by Resident for period after the date of the taking shall be refunded to Resident.

24. WAIVER OF JURY TRIAL, COUNTER-CLAIMS, AND SET-OFFS

Resident agrees not to demand a trial by jury in any action of proceeding brought by either Landlord or Resident against the other for any matter concerning this Lease or the Townhome (except for a personal injury or property damage claim). Resident waives the right to make a set-off or counterclaim in any proceeding commenced by Landlord against Resident.

25. WRITTEN NOTICE

Any written correspondence between Landlord and Resident shall be delivered to the Resident at the mailing address for the Townhome and to the Landlord at the address above set forth.

26. REPRESENTATIONS AND MODIFICATIONS

Resident agrees that Landlord has made no statements or promises with respect to the building, surrounding area or the Townhome except those that are contained in this Lease. This Lease may be modified only by an agreement in writing signed by both parties.

27. INTERPRETATION

Each clause and provision of this Lease shall be interpreted separately, and in the event any clause or provision is found to be invalid, the remainder of the Lease shall not be affected. Paragraph headings are for convenience only.

28. JOINT AND SEVERAL LIABILITY

If there is more than one Resident, the obligations of the Residents shall be joint (all parties responsible) and several (each party individually responsible).

29. SUCCESSORS

Landlord and Resident agree that this Lease binds and will continue to the benefit of the Landlord and Resident, their legal heirs, successors and assigns.

30. QUIET ENJOYMENT

If the Resident shall pay the rent and not be in default under this Lease, the Resident shall and may peaceably and quietly have and enjoy the Townhome for the term of this Lease, subject to the terms and conditions as previously stated.

31. PETS

_____ Initial here if pet permitted – Resident has permission to keep a pet in the Townhome; subject to the terms of the Landlord’s Pet Addendum, which shall be deemed to become part of the Lease.

RESIDENT

Resident Name _____ Date

Resident Name _____ Date

WITNESS: _____

Name: _____

LANDLORD

S&J Morrell, Inc.
Doing Business As Morrell Builders

By: _____

RULES AND REGULATIONS

1. Resident shall not store any flammable substance which may cause a fire hazard. No extension cords may be used for electrical service outside the building. Resident shall not run exposed wires or do anything else in violation of the Building Code or any other applicable fire regulations.
2. If Landlord provides any storage space, this space is provided without charge and at Resident's own risk. Resident shall be responsible for compliance with all fire and safety precautions. Flammable liquids may not be kept in any storage space. Landlord shall not be responsible for any damage or loss to any items stored in the storage area.
3. Resident shall not change the locks of the Townhome or install any locks, chain guards, dead bolts or any other attachments to any door without prior written permission of the Landlord. Any such installation shall remain a permanent fixture in the Townhome. Resident acknowledges receipt of a door and mailbox key and will not make duplicate keys. All duplicate keys must be obtained from Landlord for \$5.00 each. Resident will be charged \$40.00 for any after-hours lockouts. Resident shall return all keys to the Landlord upon vacating the Townhome. There will be a \$30.00 charge per key fob not returned to Cottage Grove
4. Resident may not at any time enter or attempt to enter the roof of the building, utility rooms or other areas set aside for the Landlord.
5. Bicycles, play-pens, buggies, toys, grills, or other items shall not be allowed in or on the front or back areas of the building, porches or common areas. Cooking grills may only be used on driveways, and must be more than ten feet (10') away from any building. Cooking vapors, flames or smoke must not bother any other Resident. No outdoor cooking is permitted on any patio or porch area and no cooking appliances may be stored on any patio or porch.
6. In addition, Resident may not hang anything, including but not limited to towels and/or laundry, from any porch, balcony or stairwell in the community.
7. Trash will be disposed of in provided totes which shall be kept in the garage of the Townhome. No volatile or highly flammable material shall be placed in with the refuse. Landlord will arrange for normal collection of trash and rubbish.
8. Resident may not paint, wallpaper, remodel, or make any structural changes to the Townhome without prior written permission from the Landlord. Pictures and other wall decorations may be hung using only small nails, brads, and picture hangers.
9. Resident agrees to maintain the Townhome and the area around the Townhome in a clean, sanitary and orderly condition. Resident shall not permit the accumulation of refuse in the Townhome. If Resident does not comply with this Rule, Landlord may take whatever action is reasonably necessary to place the Townhome in a clean, sanitary and orderly condition, even to the extent of removing any articles from the area which may have caused this condition. Landlord may charge Resident the cost of clean-up. This cost will be additional rent.
10. Resident shall not throw anything whatsoever out of windows or doors, or on the land outside the building.
11. The Resident shall not take any action that will promote conditions allowing insects and rodents to thrive.
12. Resident agrees not to clean, or to allow to be cleaned, any window in the Townhome from outside which might result in a violation of Section 202 of the Labor Law or any other law or governmental provision of any authority having jurisdiction in this matter.
13. Waterbeds or other water-filled furniture are not permitted in the Townhome.
14. Resident agrees not to make or permit any disturbing noises, nor do or permit any act which could reasonably interfere with the rights, comforts, or conveniences of others living in the complex. Resident shall keep the volume of any radio, television or musical instrument reduced at all times so as not to disturb other residents in the building. Landlord shall give Resident written notice of any violation and shall reserve the right to cancel the Lease after the giving of a third (3rd) such notice.
15. No motor vehicle of any kind is allowed on the lawn for any reason. Resident agrees to pay a \$50.00 fine for violating this rule, in addition to any damages incurred.
16. Resident shall not attach any aerials, antennas, awnings, satellite dishes, posters, signs, advertisements or other objects to the outside of the building without written permission.
17. Resident shall not hang or affix any sign, device, notice or advertisement in or on the building without prior written consent of the Landlord.
18. No garage or household sales will be allowed in the Townhome or the building or at Cottage Grove Townhomes.
19. Resident agrees to use all plumbing fixtures such as toilets, sinks, drains, bathtubs, etc. only for the purpose for which they were constructed. Resident will not allow sweepings, rubbish, rags, sanitary napkins or other improper

