

EXHIBIT 1

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made the day of , 198 , by DOLOMITE PRODUCTS COMPANY, INC., hereinafter called "Declarant".

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, including any necessary rights of ingress and egress to Owner's

property over the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members approving such transfer. No such dedication or transfer shall be effective unless an instrument signed by 75% of each class of members, and their mortgagees, agreeing to such dedication or transfer has been recorded.

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

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

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

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

ARTICLE III
EASEMENTS

Section 1. Easements for Utilities. Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Properties.

Section 2. Easement for Driveway. There is hereby created a permanent easement twenty feet in width the center line of which shall be the front line of each Lot for use as a private driveway to serve all Lots in the subdivision. This easement shall also cross all property owned by the Association as shown on the subdivision map for Shadow Pines Townhomes, Section I. This easement shall benefit all Lot Owners, the Association and the Declarant. At no time shall any Lot Owner, his guests or invitees park any vehicles in the easement area or obstruct the easement in any way. The Declarant reserves the right to use the roadway for passage of construction vehicles during the construction of units in Shadow Pines Townhomes, Section I and during development of any subsequent phases.

Section 3. Easements for Encroachments. Each Lot, and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, settling and overhangs for all buildings, and by driveways and walkways constructed by Declarant. A valid easement for said encroachments, and for the maintenance of same, so long as such encroachments stand shall and does exist. In the event that any structure containing two or more living units is partially or totally destroyed and then rebuilt, or is in need of repair, the Owners of the living units so affected agree that minor

encroachments of parts of the adjacent living units on adjoining Lots or on the Common Area due to such construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 4. Other Easements. There is hereby created a blanket easement upon, across, over and under all of the Properties, for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement it is expressly permissible to erect and maintain the necessary poles or other equipment on the Properties, and to affix and maintain electrical or telephone wires and conduits, sewer and water lines on, above or below any residence or land owned by any Owner. An easement is hereby granted to the Association, its officers, agents, employees, including employees of any management company, having a contract with the Association over all of the Common Areas, and to enter any residence to perform the duties of maintenance and repair of the residences or Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to any other residence. An easement is hereby reserved to Declarant to enter the Common Areas during the period of construction and sale of the Properties, or any additions to the Properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs and model units, provided that this does not unreasonably obstruct access by members of the Association.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subjected by this Declaration to assessment by the Association shall be a member

of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A members shall be all Owners with the exception of Declarant. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B members shall be the Declarant or its successors or assigns, and shall be entitled to one vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on March 1, 1986 or at such time as title to 9 Lots has been conveyed by Declarant, whichever first occurs. Prior to March 1, 1986, or such time as title to 9 Lots has been conveyed by Declarant, Class A members shall not be entitled to vote for members of the Board of Directors.

ARTICLE V

COVENANT FOR ANNUAL OR SPECIAL ASSESSMENT

Section 1. Creation of the Lien and personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The covenant in this Section shall not constitute a guarantee, or promise of any kind by Declarant to pay any assessment, or any other obligation of any Owner, other than Declarant.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively (i) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Area owned by the Association, exclusively for the benefit of its members, their guests, tenants and invitees; and (ii) to maintain, repair, reconstruct, replace and preserve, on a non-profit basis the Lots, and the improvements constructed thereon, for the purpose of preserving the exterior appearance and configuration of said Lots and Homes, including, but not limited to, foundations, all exterior (outside) walls, including window casements (excluding, nevertheless, all glass replacements or breakage and window screens)¹, exterior chimney and exterior doors (excluding, nevertheless, storm and screen doors), roof and roof members, fascia and exterior trim, gutters and down spouts, driveways, walks and parking areas, trees, shrubs and grasses and other exterior improvements, including patio areas and/or decks. Except for the structural portion of the exterior walls and roof members, there shall be no obligation on the part of the Association to maintain, repair, reconstruct, replace or preserve any part of the interior of any Home or any fixtures or mechanical system (including but not limited to heating, including chimney, lighting, plumbing, air-conditioning) for any Owner. The above obligation shall

¹Owners of Homes situate along the golf course fairway are advised that errant golf balls may strike and break window glass.

not include any maintenance, repairs or replacements caused by fire or other casualty to a Home, except as provided under Section 1, Article IX.

Section 3. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the recording of this Declaration, and shall be prorated on the basis of the Estimated Budget for the first year, published in the Offering Plan, according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of subsequent annual assessments for each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the Owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer, or the Managing Agent, if any, of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of

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

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

Section 7. Effect on Nonpayment of Assessments and Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum prevailing legal rate per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property and such Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure of said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens

as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium for fire and other hazard insurance. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot, or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, deed in lieu of foreclosure.

Section 8. Subordination of the Association Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage given to any bank, savings bank, savings and loan association, pension fund, or other institutional lender or Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgage, or by deed in lieu of foreclosure, given as above provided, shall extinguish the lien of such assessments as to payments which became due prior to the foreclosure sale and transfer. No foreclosure sale or transfer shall relieve such Lot from liabilities for any assessments thereafter becoming due or from the lien thereof.

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

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

ARTICLE VI
EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: Paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, and other exterior improvements including snow plowing of the main access road and common walkways only. Such exterior maintenance shall not include glass surfaces or doors, screens, screen doors, nor shall it include the maintenance or snow shoveling of individual sidewalks. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance and repairs shall be added to and become part of the assessment to which such Lot is subject. The above obligation does not include any maintenance or repairs caused by fire or other casualty to the premises owned individually by members of the Association.

ARTICLE VII
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the dwelling units upon the Properties and placed on the dividing line between any two Lots shall constitute a party wall for the purposes of this Declaration only, and to the extent not inconsistent with the provisions of this Article the general rules of law regarding party walls and liability

for property damage due to negligence or willful acts or omissions shall apply thereto.

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

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

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

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

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

ARTICLE VIII
USE OF PROPERTY

No Lot shall be used except for residential purposes. No commercial or business activities shall be permitted upon the Properties. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling and a garage. No motor vehicle other than a private passenger type, and no boat or trailer may be stored or parked on any portion of the Properties, except in an enclosed garage, except for those vehicles making deliveries or providing services to the living units in the development. No equipment or supplies of any kind, including firewood, may be stored on the premises except within the garage. No advertising signs, including political endorsements or signs, shall be placed or permitted to remain on the Properties. No animals of any kind shall be raised, bred or kept in any dwelling or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that no more than two pets in the aggregate may be kept in any such dwelling or Lot. Garbage and rubbish shall not be dumped or allowed to remain on any Lot except in accordance with the rules of the Association. Window air conditioners, laundry poles and lines outside of dwellings are prohibited. No radio, television or similar towers or antennae shall be erected on any Lot or attached to the exterior of any dwelling. There shall be no obstruction to the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Association. There shall be no unusual or objectionable noise or odors allowed to emanate from the dwelling units.

The premises shall not be rented out by unit Owners for any lease term of less than three (3) months. In the event this provision is violated the Board of Directors shall be authorized to suspend the unit Owner's right to use the Common Areas.

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

Except in the individual patio area adjacent to a dwelling unit, no permanent planting or gardening shall be done, and such planting as is done within the patio areas shall be kept trimmed so as not to encroach on neighboring property. Annuals may be planted directly next to the foundation of the home or patio, however, once planted the maintenance of these is the responsibility of the home owner. No fences, hedges or walls shall be erected or maintained upon the Properties except those erected at the time of the original construction of the buildings located thereon, or of a substantially similar nature. No alteration or addition to or re-painting of the exterior of any dwelling unit shall be made unless it shall conform in architecture, material and color to the dwelling as originally constructed by Declarant. No building, fence, wall or other structure or change in landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. In the event that said Board or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX
INSURANCE AND CASUALTY DAMAGE

Section 1. Physical Damage Insurance. The Declarant, for each Lot owned within the Properties, hereby irrevocably nominates, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to irrevocably nominate the Association, as Trustee, with authority to obtain and maintain fire insurance and extended coverage for all dwellings, insuring the building and fixtures, in an amount sufficient to cover the full replacement cost thereof. Such insurance, to the extent available, may include coverage against water damage, vandalism and malicious mischief. Such policies of physical damage insurance shall be written in the name of the Association, as Trustee for each Lot Owner, and shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of, any insurance carried by any Lot Owner, or, if the invalidity arising from any acts of the insureds, or, any Lot Owner, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including the mortgagee of any Lot.

Each policy shall contain a New York standard mortgagee clause in favor of any first mortgagee, only, of any Lot, which shall provide that the loss, if any, thereunder shall be payable to such first mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Association hereinafter set forth. All such policies shall provide that adjustment of loss shall be made by the Association with the approval of the Lot Owner, and that the net proceeds thereof shall be payable to the Association, as Trustee.

The premiums for insurance obtained by the Association on each Lot shall be part of the common charge under annual assessment.

Lot Owners shall not be prohibited from carrying additional insurance for their own benefit, provided that such policies contain waiver of subrogation and further provided that the liability of the carrier issuing insurance procured by the Association shall not be affected nor diminished by reason of any such additional insurance carried by any Lot Owner.

In the event of damage to or destruction of any dwelling, as a result of fire or other casualty, the Owner, with the concurrence of his first mortgagee, if any, upon receipt of the insurance proceeds by the Association, shall contract to rebuild or repair such damaged or destroyed dwelling.

Upon receipt of the insurance proceeds, and prior to making any other disbursement, the Association shall first pay the expenses incurred, if any, including the reasonable charges for the services of any public adjuster and of any attorney employed by the Association to secure payment of such proceeds.

No disbursement for reconstruction or repair shall be made, nevertheless, unless the Association is first directed by a written certificate of the Owner, or his designated architect or engineers, stating that the sums to be paid are due and properly payable for such reconstruction or repair, and stating the following information as to each disbursement:

- (1) Name and mailing address of payee;
- (2) Amount of payment;
- (3) Purpose for payment.

In the event the cost to reconstruct the "exterior portion" of such Home shall exceed the balance of insurance proceeds remaining

after the payment of expenses and the discharge of the first mortgagee's interest, the cost to reconstruct the "exterior portion" in excess of the balance, shall be an Association expense.

Prior to the reconstruction or rebuilding of the "exterior portion" of such destroyed dwelling, the Association shall, first employ an architect or engineer to supervise the same and based upon the original plans and specifications for such dwelling, advertise for sealed bids and may thereafter negotiate with any contractor for the reconstruction or rebuilding of such dwelling's "exterior portion".

In the event the cost of reconstruction and repair of the "exterior portion" of such dwelling, including the reasonable cost for services of any architect, engineer or attorney employed by the Association to pursue the reconstruction and repair of the "exterior portion" of such dwelling, is less than the insurance proceeds remaining in the Association's hands, then and in such event, the proceeds remaining, after payment of costs, shall be paid to the Association.

All insurance proceeds paid on any loss claim, shall be first deposited in a bank or other financial institution, in an interest bearing account insured by a Federal governmental agency, with provision that such proceeds, or any part thereof, may only be withdrawn upon the signatures of at least two members of the Board of Directors or their designee.

The policy of physical damage insurance on all dwellings shall be in such amount as is equal to the full replacement cost of each dwelling.

Only the Association, as Trustee, the Lot Owner, and his first mortgagee shall be named insureds. Assignment of the policy or of the proceeds of the policy, in the event of loss shall be prohibited.

The Association may consult with and employ an attorney of its choice with respect to any question relating to its duties or re-

sponsibilities hereunder and shall not be liable for any action taken or omitted by it in good faith or on advice of counsel. The Association shall be reimbursed for all expenses incurred by it in connection with its duties under this Article provided, as a charge against the insurance proceeds, except for such expenses incurred as a result of bad faith or willful misconduct.

Section 2. Public Liability Insurance. The Association shall obtain broad form public liability insurance covering the Common Area and all of the Lots, excluding, nevertheless, liability coverage for the interior of any dwelling, in a single limit amount of not less than One Million Dollars (\$1,000,000.00) covering claims for bodily injury or death and Two Hundred Fifty Thousand Dollars (\$250,000.00) covering all claims for property damage arising out of any one occurrence. Premium for public liability insurance shall be part of the common expense payable out of annual assessments provided under Article V hereof.

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

Section 3. Limitation on Hazards. Under no circumstances shall an Owner permit or suffer anything to be done or left in his dwelling which will increase the insurance rates on his dwelling or any other dwelling or of the Common Area.

ARTICLE X

ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

Declarant, its successors or assigns, shall have the right, without the consent of the members of the Association, within five years of the date of this Instrument to bring within the scheme of this Declaration additional properties to be developed substantially as the properties contained herein. However, neither Declarant nor its

successors and assigns shall be bound to make such additions. Such additions shall be made by filing in the Monroe County Clerk's Office a supplemental Declaration with respect to the additional properties, which shall extend the scheme of this Declaration to such properties. Such supplemental Declaration may contain additions and modifications to the covenants and restrictions contained in this Declaration which are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental Declaration revoke or modify the covenants established by this Declaration.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an Instrument signed by the then Owners of seventy-five percent (75%) of the land has been recorded, agreeing to change said covenants and restrictions, in whole or in part. This Declaration may be amended during the first 30-year period by an Instrument, signed by not less than ninety percent (90%) of the Owners, and thereafter by an Instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded in the Monroe County Clerk's Office to be Effective.

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

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all

restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____, 1983.

DOLOMITE PRODUCTS COMPANY, INC.

BY: _____

STATE OF NEW YORK)
COUNTY OF MONROE)
CITY OF ROCHESTER)

On this _____ day of _____, 1983, before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he resides in the _____; that he is the _____ of Dolomite Products Company, Inc., the corporation described herein, and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed hereto is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order.

NOTARY PUBLIC

EXHIBIT 2

CERTIFICATE OF INCORPORATION
OF
SHADOW PINES HOMEOWNERS' ASSOCIATION, INC.

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

JOHN M. ODENBACH, JR., being of the age of nineteen years or over, for the purpose of forming a corporation pursuant to Section 402 of the Not-for-Profit Corporation Law of New York, does hereby certify:

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

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

THIRD: The purposes for which the Corporation is formed are: To provide for the acquisition, construction, management, maintenance and care of association property and to do any act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors or officers except as permitted under the Not-for-Profit Corporation Law.

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

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

SIXTH: The territory in which the operations of the Corporation will principally be conducted is the Town of Penfield, in the County of Monroe, State of New York.

SEVENTH: The Secretary of State of the State of New York is hereby designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any notice required by law is: Shadow Pines Homeowners' Association, Inc., c/o Dolomite Products Company, Inc., 1150 Penfield Road, Rochester, New York 14625.

EIGHTH: The name and address of the registered agent which is to be the agent of the Corporation upon whom process against it may be served, is: John M. Odenbach, Jr., c/o Dolomite Products Company, Inc., 1150 Penfield Road, Rochester, New York 14625.

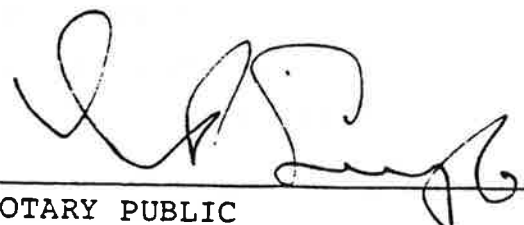
IN WITNESS WHEREOF, the subscriber has signed this Certificate this 4th day of November, 1983 and hereby affirms the statements contained herein are true under the penalties of perjury.


JOHN M. ODENBACH, JR.

STATE OF NEW YORK)
COUNTY OF MONROE)

On this 4th day of November, 1983, before me personally came JOHN M. ODENBACH, JR., to me known and known to me to be the person described in and who executed the foregoing Certificate of Incorporation, and he duly acknowledged to me that he executed the same.

LEON T. SAWYER
Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 30, 1985


NOTARY PUBLIC

CERTIFICATE OF INCORPORATION
OF
SHADOW PINES HOMEOWNERS' ASSOCIATION, INC.

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

JOHN M. ODENBACH, JR., being of the age of nineteen years or over, for the purpose of forming a corporation pursuant to Section 402 of the Not-for-Profit Corporation Law of New York, does hereby certify:

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

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

THIRD: The purposes for which the Corporation is formed are: To provide for the acquisition, construction, management, maintenance and care of association property and to do any act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors or officers except as permitted under the Not-for-Profit Corporation Law.

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

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

SIXTH: The territory in which the operations of the Corporation will principally be conducted is the Town of Penfield, in the County of Monroe, State of New York.

SEVENTH: The Secretary of State of the State of New York is hereby designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any notice required by law is: Shadow Pines Homeowners' Association, Inc., c/o Dolomite Products Company, Inc., 1150 Penfield Road, Rochester, New York 14625.

EIGHTH: The name and address of the registered agent which is to be the agent of the Corporation upon whom process against it may be served, is: John M. Odenbach, Jr., c/o Dolomite Products Company, Inc., 1150 Penfield Road, Rochester, New York 14625.

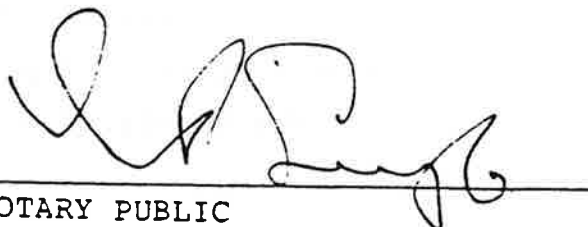
IN WITNESS WHEREOF, the subscriber has signed this Certificate this 4th day of November, 1983 and hereby affirms the statements contained herein are true under the penalties of perjury.


JOHN M. ODENBACH, JR.

STATE OF NEW YORK)
COUNTY OF MONROE)

On this 4th day of November, 1983, before me personally came JOHN M. ODENBACH, JR., to me known and known to me to be the person described in and who executed the foregoing Certificate of Incorporation, and he duly acknowledged to me that he executed the same.

LEON T. SAWYER
Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 30, 1985



NOTARY PUBLIC

FILING RECEIPT INCORPORATION (NOT FOR PROFIT)

CORPORATION NAME

SHADOW PINES HOMEOWNERS' ASSOCIATION, INC.

DATE FILED

11/07/83

DURATION & COUNTY CODE

P MNR

FILM NUMBER

0037314-3

CASH NUMBER

258981

NUMBER AND KIND OF SHARES

LOCATION OF PRINCIPAL OFFICE

PENFIELD

COMMENTS:

TYPE A
\$DC

ADDRESS FOR PROCESS

S/S THE CORP.
DOLOMITE PRODUCTS CO INC
1150 PENFIELD RD.
ROCHESTER NY 14625

REGISTERED AGENT

JOHN M. ODENBACH, JR.
DOLOMITE PRODUCTS CO INC
1150 PENFIELD RD.
ROCHESTER NY 14625

FEES AND/OR TAX PAID AS FOLLOWS:

AMOUNT OF CHECK \$ 00000.00

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

\$ 6.00 DOLLAR FEE TO COUNTY

\$ 050.00 FILING TAX

FILER NAME AND ADDRESS

HARRIS BEACH WILCOX RUBIN &
LEVEY
2 STATE ST.
ROCHESTER NY 14614

\$ CERTIFIED COPY

\$ 010.00 MISCELLANEOUS

TOTAL PAYMENT \$ 000000.00

REFUND OF \$

TO FOLLOW

BY-LAWS
OF
SHADOW PINES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

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

ARTICLE II
DEFINITIONS

Section I. "Association" shall mean and refer to Shadow Pines Homeowners' Association, Inc., its successors and assigns.

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

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

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

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any

Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

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

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

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held in the month of April following the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the same month as the first annual meeting, at a date and time to be fixed by the Board of Directors.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) directors nor more than nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. Members shall initially elect three (3) directors at the first annual meeting. The members shall elect one (1) director for a term of one year, one (1) director for a term of two years and one (1) director for a term of three years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three years. At the first annual meeting the director receiving the greatest number of votes shall serve a term of

three (3) years, the next greatest number shall serve a term of two (2) years and the next highest number shall serve a term of one (1) year.

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

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors no less than three months prior to each annual meeting of the members, to serve until such annual meeting and such appointment shall be announced to all members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VI
MEETINGS OF DIRECTORS

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

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

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

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members of their guests thereon, and to establish penalties for the infraction thereof;

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

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

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

(e) procure and maintain adequate liability and hazard insurance on the property owned by the Association. The Board of Directors shall, on an annual basis, review the amount of insurance coverage in order to assure that the Association and the owners are fully protected.

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

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

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

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

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

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

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

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

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

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

(g) cause the Common Area to be maintained;

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

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all

times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

President

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

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX
COMMITTEES

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

ARTICLE X
BOOKS AND RECORDS

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

ARTICLE XI
ASSESSMENTS

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

Amendment to by-laws per 2d amendment to offering plan

ARTICLE XII
MEMBERSHIP AND VOTING

The Association shall have two classes of voting memberships. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote, ~~for each Lot owned~~. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. ^{The only} Class B member~~s~~ shall be the Declarant, and ^{it} shall be entitled to one vote. ~~for each Lot owned~~. Class B membership shall cease and be converted to Class A membership on _____ or at such time as title to 9 Lots has been conveyed by Declarant, whichever first occurs. Until Class B memberships are converted to Class A memberships, Class A members shall not be entitled to vote for members of the Board of Directors.

ARTICLE XIII
CORPORATE SEAL

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

ARTICLE XIV
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of a quorum of members present in person or by proxy.

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

ARTICLE XII
MEMBERSHIP AND VOTING

The Association shall have two classes of voting memberships. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class B members shall be the Declarant, and shall be entitled to one vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on _____ or at such time as title to 9 Lots has been conveyed by Declarant, whichever first occurs. Until Class B memberships are converted to Class A memberships, Class A members shall not be entitled to vote for members of the Board of Directors.

ARTICLE XIII
CORPORATE SEAL

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

ARTICLE XIV
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of a quorum of members present in person or by proxy.

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

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Shadow Pines Homeowners' Association, Inc., a New York corporation, and

THAT the foregoing By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the day of , 198 .

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this day of , 198 .

Secretary

01 JUL 1986

*Original
Copy of Minutes*

WIEDMAN, VAZZANA & CORCORAN, P. C.
ATTORNEYS AND COUNSELLORS
5 SOUTH FITZHUGH STREET
ROCHESTER, NEW YORK 14614

FREDERICK WIEDMAN (1957)
FREDERICK WIEDMAN, JR.
JAMES G. VAZZANA
CHRISTOPHER H. CORCORAN

TELEPHONE 454-5850
AREA CODE 716

SANDRA E. VOLTA
PARALEGAL

June 30, 1986

Mr. William Tomlinson
Rockhurst Corporation
500 Helendale Road
Rochester, New York 14609-3109

Re: Shadow Pines HOA
Resubdivision of Lots 36 through 38

Dear Bill:

Please find enclosed the original Statement as to Action of the Board of Directors authorizing the title documents required by the resubdivision.

I'm sending it to you since you have the HOA's Corporate Minute Book.

Thank you again.

Very truly yours,

WIEDMAN, VAZZANA & CORCORAN, P.C.

Chris

Christopher H. Corcoran

CHC/ss
Enclosure
cc: Mr. George Thomson

Statement As To Action
of
Board of Directors
of
Shadow Pines Homeowners Association, Inc.

The undersigned, being all of the Directors of the above named corporation (the "Corporation"), do hereby adopt the following Resolutions, and the same shall be deemed adopted as if at a duly held meeting of the Board of Directors of the Corporation on the date hereof:

WHEREAS Section II of Shadow Pines Townhomes Subdivision is shown on a map filed in the Monroe County Clerk's Office in Liber 227 of Maps, page 64. Lots 36, 37, and 38 of Section II have been resubdivided as shown on a map filed in the Monroe County Clerk's Office at Liber 236 of Maps, page 78. In order to conform to the resubdivision, the Corporation wishes to transfer to Dolomite Products Company, Inc. the common area lying to the north of Lot 38, as shown on the original subdivision map, and acquire from Dolomite Products Company, Inc. the common area north of Lot R-38 as shown on the resubdivision map.

NOW, THEREFORE, IT IS RESOLVED, that Shadow Pines Homeowners Association, Inc. transfer to Dolomite Products Company, Inc. the common area lying to the north of Lot 38, with Shadow Pines Homeowners Association, Inc. receiving, in exchange,

a deed for the common area lying to the north of Lot R-38,
as shown on the resubdivision map; and it is further

RESOLVED, that the Board of Directors of this Corporation
and the Officers thereof are directed and authorized to take
the necessary steps and execute the necessary documents to
effectuate the transfer herein consented to and authorized.

DATED: 5/17/1986

Ronald A. Brookbank
RONALD A. BROOKBANK, Director

DATED: 5/17/1986

George A. Thomson
GEORGE A. THOMSON, Director

DATED: 5/17/1986

Betty W. Weilert
BETTY W. WEILERT, Director

DATED: 5/17/1986

Jane S. Hershey
~~RICHARD H. CONNORS~~, Director

DATED: 5/17/1986

Richard Fuller
RICHARD H. FULLER, Director

Certification of Resolutions

RICHARD FULLER

I, ~~BETTY W. WEILERT~~, Secretary of Shadow Pines Home-

owners Association, Inc., do hereby certify that the attached Resolutions were duly adopted by at least two-thirds (2/3) of the Board of Directors of that Corporation as of the date thereon and that the same are still in full force and effect.

IN WITNESS WHEREOF, I have made and subscribed this Certificate this 18 day of May, 1986.

Richard Fuller
~~BETTY W. WEILERT~~
RICHARD FULLER

SWORN TO before me

this 18 day of May, 1986.

Richard H. Connors

Notary Public
RICHARD H. CONNORS
Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 20, 1987

STATEMENT OF ACTION TAKEN IN LIEU OF THE
ORGANIZATION MEETING
OF
SHADOW PINES HOMEOWNERS' ASSOCIATION, INC.

The undersigned, being the sole incorporator of the above-named corporation (the "Corporation"), took the following action, as hereafter stated, in lieu of the organization meeting:

A copy of the Certificate of Incorporation together with the receipt issued by the Department of State were filed in the corporate records.

Bylaws regulating the conduct of the business and affairs of the Corporation were adopted and ordered filed in the corporate records.

The persons whose names appear below were named as directors to serve until the first annual meeting of the members of the Corporation:

John M. Odenbach, Jr.

David R. Fingar

Gardner C. Odenbach

Dated: *JANUARY 28*, ¹⁹⁸⁵~~1984~~



John M. Odenbach, Jr.

Sole Incorporator

STATEMENT AS TO ACTION
OF
BOARD OF DIRECTORS
OF
SHADOW PINES HOMEOWNERS' ASSOCIATION, INC.

The undersigned, being all of the directors of the above-named corporation (the "Corporation"), do hereby adopt the following resolutions, and the same shall be deemed adopted as if at a duly held meeting of the Board of Directors of the Corporation on the date hereof:

RESOLVED, that all of the acts taken and decisions made as set forth in the Statement of Action Taken in Lieu of the Organization Meeting, be and they hereby are, in all respects, approved, ratified and confirmed;

and it is further

RESOLVED, that the Offering Plan, a copy of which is annexed hereto, be and the same hereby is approved as the Offering Plan for the sale of membership interests in the Corporation;

and it is further

RESOLVED, that the persons whose names are set forth below, be and they hereby are, elected to the offices set forth opposite their respective names, to serve in such offices until the meeting of the Board following the first annual meeting of the members of the Corporation:

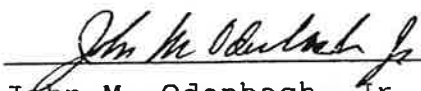
President: John M. Odenbach, Jr.
Vice President: David R. Fingar
Secretary/Treasurer: Gardner C. Odenbach

and it is further

RESOLVED, that the proper officer of the Corporation be and hereby is authorized to open a bank account in behalf of the Corporation with Marine Midland Bank, N.A., 19 West Main Street, Rochester, New York, and a resolution for that purpose on the printed form of said bank is ordered adopted and filed in the corporate records.

Dated:


, 1984



John M. Odenbach, Jr., Director



David R. Fingar, Director



Gardner C. Odenbach, Director

STATEMENT AS TO ACTION

OF

SHADOW PINES HOMEOWNERS ASSOCIATION,
INC.

THE UNDERSIGNED, being all of the Directors of the above-named corporation, (the "Corporation"), do hereby adopt the following resolutions, and the same shall be deemed adopted as if at a duly held meeting of the Board of Directors of the Corporation on the date hereof:

WHEREAS, the Corporation took title to certain real property situate in the Town of Penfield, County of Monroe and State of New York pursuant to a deed from Dolomite Products Company, Inc., to the Corporation, which deed was recorded in the Monroe County Clerk's Office at Liber 6484 of Deeds, page 312, said property being part of premises known as Shadow Pines Townhomes, Section I, as shown on a map filed in the Monroe County Clerk's Office in Liber 224 of Maps, page 72; and

WHEREAS, a resubdivision of Section I of Shadow Pines Townhomes was done pursuant to map filed in the Monroe County Clerk's Office in Liber 227 of Maps, page 84; and

WHEREAS, the foregoing resubdivision modifies the legal description of certain parcels conveyed to the Corporation by the foregoing deed, the extent of the modification being minute and, in fact, altering the size of such parcels by less than one one-hundredth (1/100) of an acre; and the Board being of the opinion that it is in the best interest of the Corporation to obtain a deed from Dolomite giving the Corporation title to

the foregoing parcel which is consistent with the foregoing resubdivision.

NOW, THEREFORE, it is

RESOLVED, that the Board authorizes the Officers of the Corporation to exchange deeds with Dolomite Products Company, Inc., so that the Corporation conveys to Dolomite title to the property received from Dolomite pursuant to the foregoing deed, and simultaneously and in exchange therefor, the Corporation receives a deed from Dolomite Products Company, Inc. for certain property lying within the foregoing subdivision, as it was modified by the foregoing resubdivision map.

And it is further

RESOLVED, that the Officers of the Corporation are hereby authorized to execute, deliver, and receive the documents necessary to achieve the foregoing.

DATED: , 1984.


JOHN M. ODENBACH, JR.


DAVID R. FINGAR


GARDNER C. ODENBACH

SUPPLEMENT TO
MANAGEMENT AGREEMENT

THIS AGREEMENT made in the Town of Penfield, State of New York, on the 25th day of MAY, 1984, by and between SHADOW PINES HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as the "Association"), and DOLOMITE PRODUCTS COMPANY, INC., (hereinafter referred to as the "Managing Agent").

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an agreement for the management, operation and supervision of the Properties hereinafter defined, and for certain other management functions by the Managing Agent with regard to the activities of the Association, dated _____, 1984 (the "Management Agreement"); and

WHEREAS, the parties wish to add additional property to the Properties covered by the Management Agreement and to increase the Managing Agent's compensation by reason of the additional properties, all pursuant to Article XI Section 1 of the Management Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby, mutually agree as follows:

1. Article I Section 4 is amended to include certain real property known as Shadow Pines Townhomes, Section II, as shown on a map of said Subdivision filed in the Monroe County Clerk's Office in Liber 227 of Maps, at page 64.

2. The first sentence of Article X Section 2 is deleted and the following is substituted in its place:

"The compensation of the Managing Agent for the calendar year 1984 shall be \$3,000.00. The compensation of the Managing Agent for the calendar year 1985 shall be \$7,000.00."

In all other respects, Article X Section 2 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under their hands and seals the day and year first above written.

ATTEST:

SHADOW PINES HOMEOWNERS'
ASSOCIATION, INC.

Christopher H. Loomer By: Walter R. Finger (SEAL)

ATTEST:

DOLOMITE PRODUCTS COMPANY, INC.

Christopher H. Loomer By: John M. Denbach Jr (SEAL)

