

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

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OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made the day of , 1987, by
OAK RIDGE ASSOCIATES, hereinafter called "Declarant".

WHEREAS, Declarant is the owner of certain real property in
the Town of Perinton, Monroe County, New York, more
particularly described in Schedule "A" attached hereto.

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment to the Common Area, including the 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 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 the individual members to the exclusive use of parking spaces and any sidewalks which may be provided for members upon the Common Area.

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

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

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

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

ARTICLE III

EASEMENTS

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

Section 2. Easements for Encroachments. Each Lot, and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, settling

and overhangs for all buildings constructed by Declarant. A valid easement for said encroachments, and for the maintenance of same, shall exist for so long as such encroachments shall stand and do exist. In the event that any structure containing two or more living units is partially or totally destroyed and then rebuilt, or is in need of repair, the Owners of the living units so affected agree that minor encroachments of parts of the adjacent living units on adjoining Lots or on the Common Area due to such construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

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

Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to any other residence. An easement is hereby reserved to Declarant to enter the Common Areas during the period of construction and sale of the Properties, or any additions to the Properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs and model units, provided that this does not unreasonably obstruct access by members of the Association.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting Rights. The Association shall have two classes of voting membership. Class A members shall be all members with the exception of the Declarant, and any other person or entity which acquires title to all or a substantial portion of the Properties for the purpose of developing thereon a residential community. Each Class A member shall be entitled

to one vote for each membership. When more than one (1) person holds an interest in any Lot, such persons shall constitute an organization which shall be a member entitled to cast one vote. The vote for such membership shall be exercised as the persons who constitute the organization shall among themselves determine, but in no event shall more than one vote be cast with respect to any one membership. Each person who is a part of such organization shall severally be entitled to the other rights and subject to the other obligations of membership. Class B members shall be the Declarant or its successors or assigns, and shall be entitled to one vote for each membership. The Class B membership shall cease and be converted into Class A membership on July 1, 1992, or when ninety percent (90%) of the Lots within the Association have closed and record title transferred, whichever is earlier. Prior to such date, Class A members shall not be entitled to vote for membership of the Board of Directors.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot by acceptance of a deed for such Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay as of the date of transfer of title to the Association annual maintenance assessments or charges, such assessments to be established and

collected as hereinafter provided. The annual maintenance assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Rate of Assessment. Maintenance assessments must be fixed at a uniform rate for all Lots. Once assessments have been established, during the period the Declarant owns more than forty-nine percent (49%) of the Lots, the maintenance assessment shall not be raised more than fifteen percent (15%) above the prior year's assessment except that an increase may be cumulative to the extent of the unused portion of the previous year or years' increases and the fifteen percent (15%) maximum increase.

Section 3. Due Dates for Annual Assessment. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless the Board otherwise provides, one-twelfth (1/12) of the annual maintenance assessment shall be due on the first day of each month. The Association or the Managing Agent shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or the Managing Agent

setting forth whether the assessments on a specified Lot have been paid.

The Owner shall pay a prorated share of one-twelfth (1/12) of the monthly assessment at the time of acceptance of the deed.

Section 4. Effect of Nonpayment of Assessment and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall become a lien against that Lot, and shall bear interest from the due date at the legal rate. The Association may bring an action at law against the Declarant or Owner personally obligated to pay the same, or may foreclose the lien against the home and Lot, and late charges, interest, costs and reasonable attorneys' fees for 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 the right and power to bring all actions against such Owner personally for the collection of each charge, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association the power of sale in connection with such lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire to hold,

lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

Section 6. Special Assessments. Special assessments may be levied upon a vote of two-thirds (2/3) of both Class A members and Class B members.

ARTICLE VI

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, including repair and maintenance of sanitary and storm laterals, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: Paint, repair, replacement and care of roofs and sidewalks, gutters, downspouts, patios, decks, exterior building surfaces, trees, shrubs, grass, and other exterior improvements including snow plowing of driveways and common walkways. Such exterior

maintenance shall not include glass surfaces or doors, screens, or screendoors. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance and repairs shall be added to and become a part of the assessment to which such Lot is subject. The above obligation does not include any maintenance or repairs caused by fire or other casualty to the premises owned individually by members of the Association.

ARTICLE VII

PARTY WALLS

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

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty

any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

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

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

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

ARTICLE VIII

USE OF PROPERTY

Section 1. Advertising and Signs. Except for signs erected by or with the permission of the Declarant in connection with the initial development, lease, or sale of Lots, no additional sign or other advertising device of any nature shall be placed for display to the public view on any Lot or other portion of the Properties (including temporary signs advertising property for sale or rent) except with the consent of the Board of Directors or the Architectural Committee if one has been appointed by the Board.

Section 2. Animals Including Birds and Insects. Except for fish or birds kept in a cage, and no more than two (2) dogs or two (2) cats, no animals shall be kept or maintained on any Lot or other portion of the Property except with the consent of the Board of Directors of the Association which may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, including birds and insects and (ii) prohibit certain types of animals, including birds or insects entirely. Notwithstanding the above, the Board of Directors of the Association shall have the right to require any Owner (or any tenant of any Owner, or any family member or guest of any Owner or tenant) to dispose of any animal, including birds or insects, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal 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, or if the animal could pose a threat to the health or safety of the Association members.

Section 3. Protective Screening and Fences. Any screen planting, fence enclosures, or walls initially developed on a Lot or other portion of the Properties shall not be removed or replaced with other than a similar type of planting, fence, or wall except with the permission of the Board of Directors or the Architectural Committee if one has been appointed. 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 Properties unless approved by the Board of Directors or the Architectural Committee if one has been appointed. Notwithstanding the foregoing, no fence, wall, or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 4. 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 (all of which are referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors. All such trash shall be kept in an enclosed building. 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 Board of Directors or the

Architectural Committee so as to provide access to persons making such pick-up. The Board of Directors or the Architectural Committee may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property. All incinerators or other facilities for the storage or disposal of Trash, shall be kept in a clean and sanitary condition.

Section 5. No Above Surface Utilities Without Approval.

No facilities, including without limitation, poles and wires for the transmission of electricity 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 Properties without the prior written approval of the Board of Directors or the Architectural Committee.

Section 6. 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 in 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 (i) be detrimental to or endanger the public health, safety, comfort, or welfare, (ii) be injurious to property, vegetation, or

animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulation or other governmental law, ordinance, or code.

Section 7. Dwelling in Other Than Residential Units. 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 Board of Directors.

Section 8. Television and Radio Antennas. No outside television antenna shall be erected on any Lot or other portion of the Property except with the consent of the Board of Directors or the Architectural Committee.

Section 9. Landscaping. After the transfer of title by the Declarant to a Lot or other portion of the Property, no landscaping (specifically including but not limited to the removal of trees) shall be performed on such Lot or other portion of the Property except with the permission of the Board of Directors or the Architectural Committee. The Board of Directors or the Architectural Committee in its discretion may adopt and promulgate rules and regulations regarding landscaping of the Property and the preservation of trees and other natural resources and wildlife upon the Property. The Board of Directors or the Architectural Committee may designate

certain trees, regardless of size, as not removable without written authorization. This Section shall not apply to the Declarant.

Section 10. Residential Use Only. Except as provided in Section 11 below, the Property shall be used only for residential purposes and purposes incidental and accessory thereto except that so long as the Declarant holds for sale any Lot or dwelling unit located on the Property or on the Additional Properties (whether or not subject to the Declaration) the Declarant may use one or more Lots or other portions of the Property for model homes and/or a real estate office.

Section 11. Commercial and Professional Activity on Property. No wholesale or retail business, including any salon, studio, laboratory, home industry, or medical or dental office, shall be conducted in or on any Lot or other portion of the Property, except (i) by the Declarant in conjunction with the initial construction, development, lease and sale of Lots and Units and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

Section 12. Outside Storage. Outside storage or parking of commercial or recreational vehicles, camper bodies, boats, and trailers shall be prohibited except as may be otherwise permitted by the Association's Board of Directors, (unless prohibited altogether by the applicable zoning requirements).

Section 13. Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Declarant, no work on any motor vehicles, boats, or machines of any kind shall be permitted outdoors on the Property, except with the consent of the Association's Board of Directors.

Section 14. Indoor Repair Work. All work with respect to the interior of any unit shall be done during normal work hours (8:00 A.M. to 6:00 P.M. Monday through Saturday) so as not to interfere with other owners use and enjoyment of their unit.

Section 15. Oversized, Commercial, or Unlicensed Vehicles. Unless used in connection with the construction or sale of Units by the Declarant, or maintenance of the Property, or unless otherwise consented to by the Board of Directors, the following shall not be permitted to remain overnight on the Property:

- a. commercial vehicles of a weight of two (2) tons or more;
- b. unlicensed motor vehicles of any type.

Section 16. Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted within the Property unless authorized by the Board of Directors or the Architectural Committee.

ARTICLE IX

INSURANCE AND CASUALTY DAMAGE

The Association will obtain and maintain in force and effect a policy of fire and other casualty insurance, in an amount, and with such coverage, as are acceptable to the Association, and with coverage adequate to cover the full replacement cost of any repair or reconstruction work on the Owner's property. An annual evaluation shall be made by the Board of Directors to determine the adequacy of the insurance. Each Owner will be issued a certificate from the master policy which will indicate the amount of coverage on the Owner's unit and will name the Owner and the Association as the insured.

In the event of damage or destruction by fire or other casualty insured against to any real property of the Owner, the Association shall receive the proceeds of such insurance, and make such proceeds available to the Owner for repair or replacement of the Owner's property. The Owner shall, upon receipt of notification of the availability of insurance proceeds, repair or rebuild such damaged or destroyed portions of the exterior of the Owner's property in a good workmanlike manner substantially the same as the original plans and specifications of said property. If the Owner refuses or fails to repair or rebuild the exterior within 30 days, the Association may repair or rebuild such exterior paying for the same from the insurance proceeds, and shall deliver to the Owner any excess insurance proceeds.

If the insurance proceeds are insufficient to complete the repairs, the Owner is required to reimburse the Association for the cost of such repairs or reconstruction, and the Association has a lien on the Owner's unit to secure such reimbursement. The lien is enforceable in the same manner as the lien for annual assessments.

The Association shall obtain and keep in full force and effect a policy of general liability insurance on the Common Area. The premium for this insurance shall be billed to the Association and the cost thereof shall be included in the annual assessment to the Owners.

Each Owner shall maintain their own policy of coverage insuring his contents, personal property and liability for injury occasioned to persons outside the Common Area.

ARTICLE X

ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Additions to the Property by the Association.

Annexation of additional property by the Association shall require the assent of two-thirds of both classes of members at a meeting duly called for this purpose on the same notice, and in the same manner as is required for meetings and voting by the By-Laws.

ARTICLE XI

GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect 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 , 1987.

OAK RIDGE ASSOCIATES

BY ROMBR MANAGEMENT, INC.

By: _____

2371N

CERTIFICATE OF INCORPORATION

CERTIFICATE OF INCORPORATION
OF
CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC.

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

HARTER, SECREST & EMERY
700 MIDTOWN TOWER
ROCHESTER, NEW YORK 14604-2070

CERTIFICATE OF INCORPORATION
OF
SYLVAN GLEN HOMEOWNERS ASSOCIATION, INC.

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

The undersigned, for the purpose of forming a corporation under Section 402 of the Not-for-Profit Corporation Law, hereby certifies:

1. The name of the corporation is Sylvan Glen Homeowners Association, Inc. (the "Corporation").

2. The purposes for which the Corporation is to be formed are to hold real property and to provide maintenance, preservation and architectural control of the residence lots and common areas within the Sylvan Glen Subdivision located in the Town of Perinton, County of Monroe, State of New York; to promote and protect the interests, health, safety and welfare of the residents within the above property and any additions thereto; and to enforce all covenants, easements, restrictions and agreements relating to or affecting said property.

In addition to the foregoing corporate purposes, the Corporation may do any other act or thing incidental to or in connection with the foregoing purposes or in the advancement thereof; and to do lawfully all and everything necessary, suitable and proper for the attainment of any of these purposes, the accomplishment of any of these objects, or the furtherance of any of the powers hereinabove set forth; and to

have, enjoy and exercise all of the rights, powers, privileges and exemptions which are now or may hereinafter be conferred upon not-for-profit corporations organized under the laws of the State of New York, as they now exist or may be amended or supplemented and to do lawfully all and everything necessary, suitable and proper for the attainment of any of these purposes, the accomplishment of any of these objects, or the furtherance of any of the powers hereinabove set forth; and to have, enjoy and exercise any and all rights, powers, privileges, and exemptions which are now or which may hereinafter be conferred upon not-for-profit corporations organized under the laws of the State of New York, as they now exist or may be amended or supplemented.

No part of the net earnings of the Corporation shall inure to the benefit of any member, trustee, director, officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation) and no member, trustee, officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

The foregoing clauses shall be construed both as objects and powers, in furtherance, and not in limitation, of the general powers conferred by the laws of the State of New York, and it is expressly provided that the enumeration herein of specific objects and powers shall not be held to limit or restrict in any way the general powers of the Corporation.

3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and is a Type A corporation under Section 201 (Purposes) of the Not-for-Profit Corporation Law. The limitations of the Corporation's purposes set forth in this Certificate of Incorporation are in compliance with its Type A status.

4. The office of the Corporation shall be located in the County of Monroe.

5. The Secretary of State of the State of New York is hereby designated as the agent of the Corporation upon whom process in any action or proceeding against it may be served. The post office address to which the Secretary of State shall mail a copy of process against the Corporation which may be served upon him is 86 Scio Street, Rochester, New York 14604.

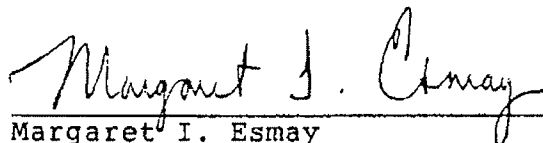
6. The names and addresses of the initial directors of the Corporation are:

Donald F. Morgan
86 Scio Street
Rochester, New York 14604

Joseph T. Scuderi
5794 Widewaters Parkway
Dewitt, New York 13214

Henry E. Snyder
86 Scio Street
Rochester, New York 14604

IN WITNESS WHEREOF, this Certificate has been signed by the subscriber this 10th day of April, 1987 and the subscriber does by her signature hereto affirm the truth of the statements contained herein under penalty of perjury.

A handwritten signature in cursive script, reading "Margaret I. Esmay", written over a horizontal line.

Margaret I. Esmay
700 Midtown Tower
Rochester, New York 14604

8209K

BY-LAWS AND HOMEOWNERS ASSOCIATION RULES

BY-LAWS
OF
CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Cedar Ridge Homeowners Association, Inc. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 923 Midtown Tower, City of Rochester, Monroe County, New York 14604, 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.

ARTICLE II
DEFINITIONS

Section 1. "Association" means Cedar Ridge Homeowners Association, Inc. and its successors and assigns.

Section 2. "Board" means the Board of Directors 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. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as all of the premises described in the Declaration of Covenants, Conditions and Restrictions of Oak Ridge Associates as "Properties" excepting therefrom the building Lots and the dedicated roads as shown on the map of the Properties filed in the Monroe County Clerk's Office.

Section 4. "Declarant" means Oak Ridge Associates, a New York limited partnership, and its successors and assigns if it acquires more than one undeveloped Lot for the purposes of development.

Section 5. "Declaration" means the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Clerk of the County of Monroe.

Section 6. "Director" means a member of the Board of Directors of the Association.

Section 7. "Lot" means any plot of land shown upon any recorded subdivision map or resubdivision map of the Properties.

Section 8. "Member" means those persons who become members of the Association as provided in the Declaration.

Section 9. "Owner" means 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 10. "Properties" means that certain interest in real property as described in the Declaration and such additions thereto as may thereafter be brought within the jurisdiction of the Association.

ARTICLE III
MEMBERSHIP AND VOTING

Members of the Association shall be divided into two classes for purposes of voting. Class A Members shall be all Owners, with the exception of the Declarant. Class A Members shall be entitled to one vote for each membership. When more than one person holds an interest in any Lot, all such persons shall be Class A 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 one membership. The Class B Member shall be the Declarant, which shall be entitled to one vote. Class B membership shall cease on July 1, 1992 or when ninety percent (90%) of the original Lots have been transferred, whichever is earlier. Until then, Class A Members shall not be entitled to vote for the election of members of the Board. The first meeting of Class A Members for the purpose of electing Directors shall be held within thirty (30) days of the transfer by the Declarant of ninety percent (90%) of the Lots as originally shown on the subdivision map or within thirty (30) days from July 1, 1992, whichever is earlier.

ARTICLE IV
MEETINGS OF MEMBERS

Section 1. Annual Meeting. After the first meeting of Class A Members, an annual meeting of the Members shall be held each year on the second Tuesday of September at the office of the Association or at such other place as specified in the notice of meeting.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association or by the Board, or upon written request of the Members who are entitled to vote fifty percent (50%) of 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 ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of 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. Waiver of Notice. Notice of meeting need not be given to any member who submits a signed waiver of notice thereof whether before, during or after a meeting, nor to any Member who attends the meeting without protesting prior to the conclusion thereof the lack of notice to him.

Section 5. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast at least fifty percent (50%) of the total number of votes entitled to be cast thereof by each class of membership shall constitute a quorum for any action except as otherwise provided in 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 6. 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 of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 7. Required Vote. Directors shall be elected by a plurality of the votes cast at a meeting of Members by the Members entitled to vote in the election. Any other corporate action to be taken by vote of the Members shall, except as otherwise required by law or the Certificate of Incorporation, be authorized by a majority of the votes cast at a meeting of Members by the Members entitled to vote thereon.

Section 8. Action Without Meeting. Whenever Members are required or permitted to take any action by vote, such action may be taken without a meeting by written consent setting forth the action so taken and signed by all of the Members entitled to vote thereon.

ARTICLE V 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) nor more than nine (9) Directors, all of whom shall be Members of the Association. The initial Directors of the Association named in the Certificate of Incorporation shall serve until their successors are elected at the first meeting of the Class A Members and shall have qualified.

Section 2. Term. Directors shall be divided into two classes as nearly equal in number as possible, for purposes of staggering their terms of office. Directors shall be elected for terms of two (2) years, except that at the first meeting of Members, an equal number of Directors shall be elected for one-year and two-year terms.

Section 3. Meetings. Regular meetings of the Board shall be held at such times as the Directors may from time to time determine. Special meetings of the Board shall be held at any time, upon call from the President of the Association or of any two of the Directors.

Section 4. Place of Meetings. Regular and special meetings of the Board shall be held at the principal office of the Association, or at such other place, within or without the State of New York, as may from time to time be determined by the Board or the person or persons authorized to call the meeting.

Section 5. Notice of Meeting. No notice need be given of a regular meeting of the Board. Notice of the place, day and hour of every special meeting shall be given to each Director by delivering the same to him personally or sending the same to him by telegraph or leaving the same at his residence or usual place of business, at least one (1) day before the meeting, or shall be mailed to each Director, postage prepaid and addressed to him at his last known address according to the records of the Association, at least three (3) days before the meeting. No notice of any adjourned meeting of the Board need be given other than by announcement at such meeting.

Section 6. Waiver of Notice. Notice of a meeting need not be given to any Director who submits a signed written waiver thereof whether before, during or after the meeting nor to any Director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

Section 7. Quorum. Two-thirds (2/3) of the entire Board shall be necessary to constitute a quorum for the transaction of business at each meeting of the Board. However, if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time without notice other than by announcement at the meeting, until a quorum shall attend.

Section 8. Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof at a duly held meeting may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. Such resolution and the written consents thereto by the members of the Board or committee shall be filed with the minutes of the proceedings of the Board or the committee.

Section 9. Personal Attendance by Conference Communication Equipment. Any one or more members of the Board or any committee thereof may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Section 10. Compensation. Directors as such shall not receive any compensation for their services.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board, on behalf of the Association, shall have power to:

(a) adopt and publish rules and regulations governing the use and maintenance of the common area, the personal conduct of the Members and their tenants, and invitees thereon, and to establish penalties for the infraction thereof;

(b) suspend the right to the use of the common areas except for ingress and egress over the Member's Lot, during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after a notice and hearing for a period not to exceed sixty (60) days for an infraction of published rules and regulations;

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

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

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

(f) acquire, encumber and dispose of property as provided for in the Declaration;

(g) employ a manager, an independent contractor and such other employees as it deems necessary and to prescribe their duties; and

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

Section 2. Duties. It shall be the duty of the Board 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 the Association, and to see that their duties are properly performed;

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

(i) establish the amount and starting day of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the 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 where the Association has a legal interest;

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

(g) cause the common area to be maintained; and

(h) cause a financial statement for the Association to be prepared and certified by the Association's independent public accountant following the end of each fiscal year.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President, a Vice President, 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, and subsequently at each annual meeting of the Board which shall be immediately following the adjournment of each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until such officer's successor has been elected or appointed and qualifies unless he or she shall sooner resign, be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect by majority vote 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 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 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 or she replaces.

Section 7. Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

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

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

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

(c) Secretary. The Secretary shall 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.

(d) Treasurer. 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; shall sign all checks and promissory notes of the Association; shall keep proper books of accounting; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and have delivered a copy of each to the Members.

ARTICLE VIII COMMITTEES

The Board may appoint a Nominating Committee. The Board may also appoint an Architectural and Property Review Committee of no less than two (2) nor more than four (4) Directors and may grant authority to them to approve, approve with conditions, or disapprove any application received, or to make recommendations to the Board, as provided in the Declaration. In addition, the Board shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the 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, where copies may be purchased at reasonable costs.

ARTICLE X 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 such date at the legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. In addition, the Association has the right to levy a late charge on delinquent accounts five (5) days after the assessment is due.

ARTICLE XI
CORPORATE SEAL

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

ARTICLE XII
TENANTS

Any lease of a building within the subdivision shall provide for full compliance by the tenant with the Declaration, these By-Laws, and the rules and regulations of the Association. Should a tenant be in violation thereof at any time, the Association may send the Owner of the building which said tenant occupies written notice of such violation by certified or registered mail, return receipt requested, at his or her address as set forth in the books and records of the Association. If the violation is not cured or eviction proceedings commenced against the tenant by the Owner at the Owner's expense within ten (10) days after the Owner has received notice of such violation, the Association may pursue any remedies which it may have.

ARTICLE XIII
INDEMNIFICATION

The Association shall indemnify any person made or threatened to be made a party to any action or proceeding by reason of the fact that such person or such person's testator or intestate is or was a Director or officer of the Association in the manner and to the maximum extent authorized or permitted by the Not-for-Profit Corporation Law of the State of New York, as amended from time to time; and the Association may, in the discretion of the Board, indemnify all other corporate personnel to the extent permitted by law.

ARTICLE XIV
AMENDMENTS

The Board shall have the power to adopt, amend or repeal the By-Laws of the Corporation by a two-thirds (2/3) vote of the entire Board at any meeting of the Board.

ARTICLE XV
CONSTRUCTION AND INTERPRETATION

Section 1. The Association shall have the right to construe and interpret the provisions of these By-Laws and in the absence of an adjudication by a

court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

Section 2. Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable Rules and Regulations regarding the administration, interpretation, and enforcement of the provisions of the Declaration and these By-Laws. In so adopting and promulgating such Rules and Regulations, and in making any finding, determination, ruling, or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules, or regulations, the Association shall take into consideration the best interests of the Owners and residents of the Properties to the end that the Properties shall be preserved and maintained as a high quality community.

Section 3. In the case of any conflict between the Certificate of Incorporation of the Association 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.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Cedar Ridge Homeowners Association, Inc., a New York not-for-profit corporation, and

THAT the foregoing By-Laws of said Association were duly adopted at a meeting of the Board of Directors thereof, held on the day of , 1987.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this day of , 1987.

, Secretary

disbursements for the new year based upon the 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 of Directors 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.

(q) When requested, rent a suitable meeting place, send notices to the unit owners and the members of the Board of Directors of the Association, prepare agendas and attend meetings of unit owners and the Board of Directors as provided in subparagraph (s).

(r) Prepare and send letters and reports as the Board of Directors may request.

(s) Attend a meeting of the Board of Directors at least once each quarter during normal business hours, and attend the annual meeting of unit owners. If the Board of Directors requires attendance after normal business hours, or more frequently than quarterly, a charge of Fifty Dollars (\$50) shall be paid to the Agent for each such meeting attended.

(t) Generally, do all things necessary or desirable as requested by the Board of Directors for the proper maintenance of the common areas.

FIFTH: 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 Associations' 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.

SIXTH: All funds collected by the Agent for the account of the Association will be deposited in a bank in the County of Monroe designated by the Association, and held in trust in a special account, to be entitled "The Cedar Ridge Homeowners Association 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.

SEVENTH: 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 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, 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, regulations, requirements, contract or award relating to the hours of employment, working conditions, wages and/or compensation of employees or former employees of the Association, or otherwise; 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 acceptable to the Agent in its reasonable judgment), workmen's

compensation and employer's liability insurance, 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, are pertinent to a claim. The Agent agrees to produce, at the appropriate place or places, at reasonable times, such witnesses as shall be requested by the Association or its attorneys. 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 gross negligence.

EIGHTH: If requested, the Agent, at the Association's expense, 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 Fifty Thousand Dollars (\$50,000) 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.

NINTH: If the Association shall fail or refuse to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or local authority, the Agent may terminate this Agreement upon forty-eight (48) hours written notice.

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 serve upon the Agent shall be mailed to 923 Midtown Tower, Rochester, New York 14604. Any notice required to be serve upon the Association shall be mailed to the President of the Association at the official address of the Association.

TWELFTH: The Board of Directors represents that it has authorized this Agreement on behalf of the Association. The members of the Board of Directors have no personal liability hereunder.

THIRTEENTH: This 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.

CEDAR RIDGE HOMEOWNERS
ASSOCIATION, INC.

Witness: Wes N. Forte

By: Mark R. Spinning V.P.

ROCHESTER MIDTOWN REALTY

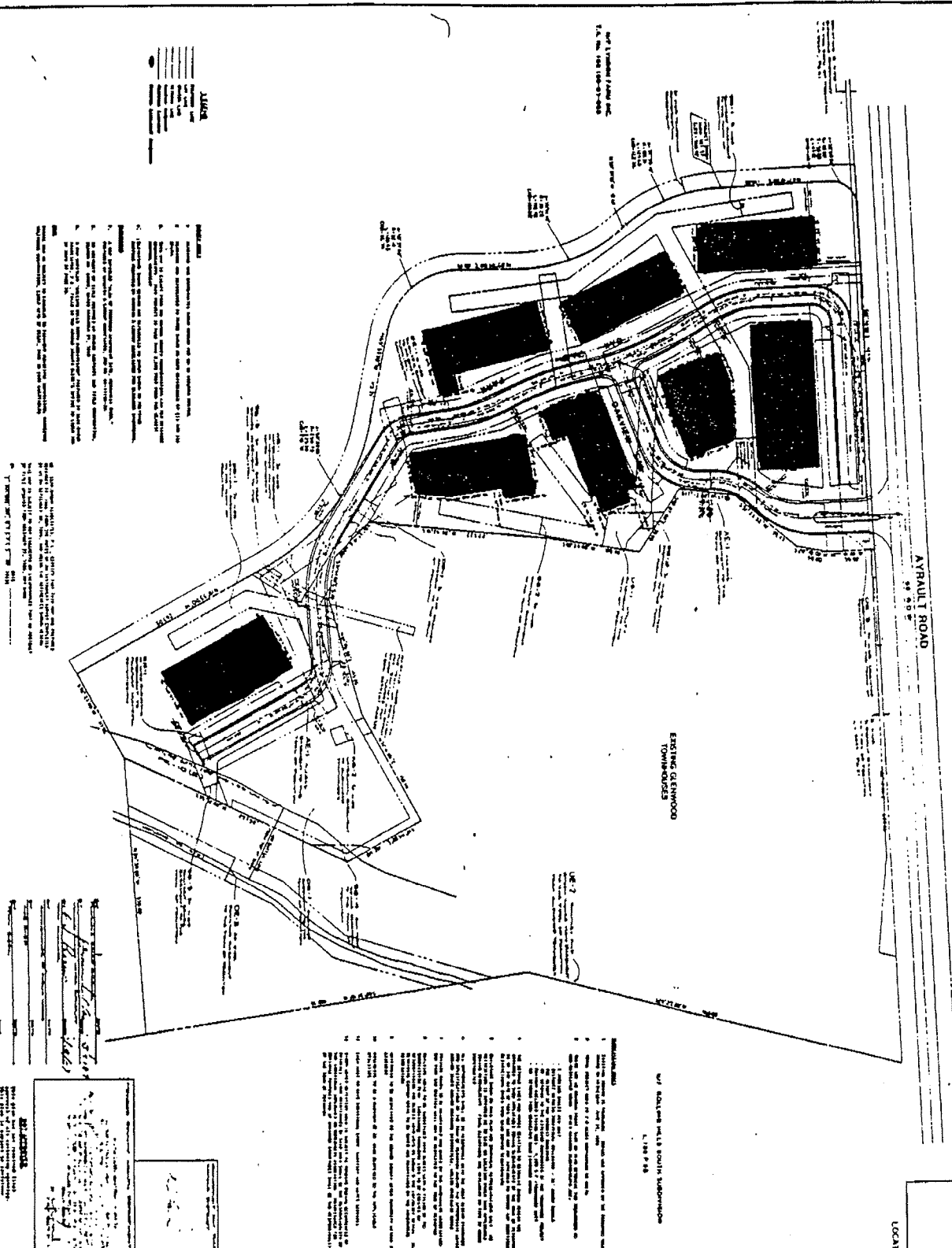
Witness: Wes N. Forte

By: Bruce E. Gianniny

2427N

PLOT PLAN

[Shaded Area] = Shaded Area = Individual units to be owned in fee
 [Unshaded Area] = Unshaded Area = Common area to be owned by the Homeowners Association



3094									
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5	5	5	5	5	5	5	5	5	5

NOTES
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
 2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTIONS.
 3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTIONS.
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LEGEND
 [Symbol] = Shaded Area = Individual units to be owned in fee
 [Symbol] = Unshaded Area = Common area to be owned by the Homeowners Association

GENERAL NOTES
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
 2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTIONS.
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 10. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTIONS.

Cedar Ridge
 SUBDIVISION PLAN
 TOWN OF PERMITS BOARD ED BY
 [Signature]
 [Date]

LEGEND
 [Symbol] = Shaded Area = Individual units to be owned in fee
 [Symbol] = Unshaded Area = Common area to be owned by the Homeowners Association

CEDAR RIDGE
 SUBDIVISION PLAN
 TOWN OF PERMITS BOARD ED BY
 [Signature]
 [Date]

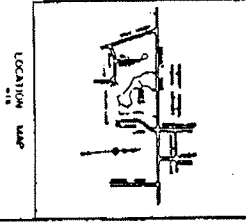
BEAR BROWN ASSOCIATES, P.C.
 ARCHITECTS
 1500 W. 13TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112

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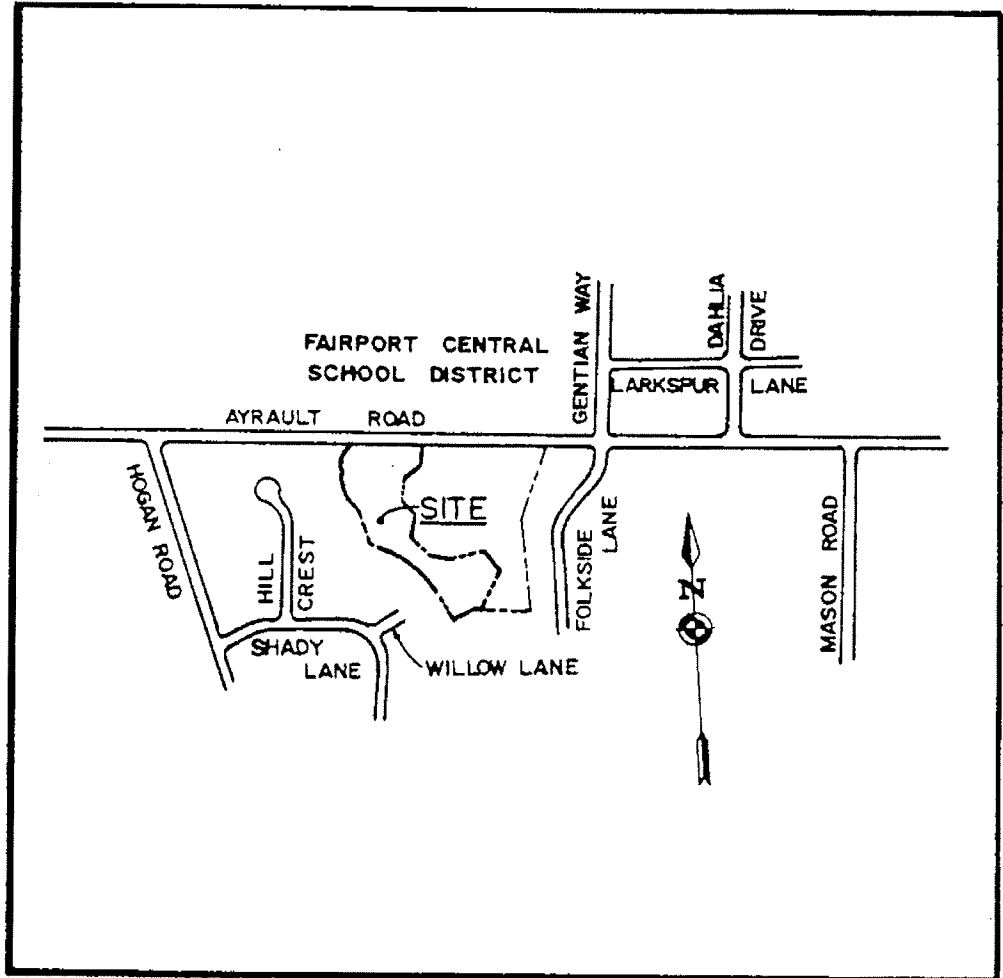


NO.	DATE	DESCRIPTION
1	NOV 1998	PRELIMINARY PLAN
2	NOV 1998	FINAL PLAN
3	NOV 1998	AS BUILT

TOWN LOT 17, TOWNSHIP 12 RANGE 4 T4S 4001 NO 12S 12E 22 004
 1500 W. 13TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112



AREA MAP



LOCATION MAP
N.T.S.

CEDAR RIDGE DEVELOPMENT

THIRD AMENDMENT TO OFFERING PLAN

CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC.
Ayrault Road, Town of Perinton, Monroe County, New York

Amount of Offering: \$7,700.00

The cost of membership in the Cedar Ridge Homeowners Association, Inc. is included in the purchase price of the homes. The number of homes being offered is thirty-two (32).

Name and Address of Sponsor: Oak Ridge Associates
923 Midtown Tower
Rochester, New York 14604

Name and Address of Selling Agent: Rochester Midtown Realty
923 Midtown Tower
Rochester, New York 14604

Date of the Offering Plan: June 26, 1987

This Plan may not be used after June 5, 1990 unless extended by amendment.

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL MEMBERSHIP INTERESTS IN THE HOMEOWNERS ASSOCIATION. 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.

This Third Amendment to the Offering Plan for the Cedar Ridge Homeowners Association, Inc. is filed for the sole purpose of disclosing the terms of the Housing Merchant Implied Warranty, summarized as follows:

The Housing Merchant Implied Warranty became effective March 1, 1989. It affects all newly constructed single-family homes and cooperatives and condominium units in buildings of five stories or less. This includes all homes in Cedar Ridge Homeowners Association, Inc. The Warranty covers:

(a) For one year, the home must be free from defects caused by workmanship or materials that do not meet the standards of the applicable building code; for items not covered by code, the construction must be in accordance with locally accepted building practices.

(b) For two years, the plumbing, electrical, heating, cooling and ventilation systems must be free from defects caused by unskillful installation.

(c) For six years, the home must be free from physical defects in the structural elements (foundation, floors, walls, roof, framing) which make it unsafe or unliveable.

The Warranty does not cover:

(a) A defect not caused by defective workmanship, materials or design.

(b) A patent defect which was obvious or would have been obvious upon inspection.

(c) Defects in items sold with the home, such as stoves, refrigerators, air conditioners, etc. There are implied warranties from the manufacturers of such goods which are described in other laws.

Purchasers must give notice of defects in their home in writing no later than thirty (30) days after the end of the warranty period.

The Housing Merchant Implied Warranty can be limited. However, the limited warranty cannot permit construction which is below code or below locally accepted building practices, and the limited warranty time periods cannot be shorter than those described above. In this offering plan the Housing Merchant Implied Warranty is not limited.

DATED: May 10, 1989

OAK RIDGE ASSOCIATES

SECOND AMENDMENT TO OFFERING PLAN

CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC.
Ayrault Road, Town of Perinton, Monroe County, New York

Amount of Offering: \$7,700.00

The cost of membership in the Cedar Ridge Homeowners Association, Inc. is included in the purchase price of the homes. The number of homes being offered is thirty-two (32).

Name and Address of Sponsor: Oak Ridge Associates
923 Midtown Tower
Rochester, New York 14604

Name and Address of Selling Agent: Rochester Midtown Realty
923 Midtown Tower
Rochester, New York 14604

Date of the Offering Plan: June 26, 1987

This Plan may not be used after February 26, 1990 unless extended by amendment.

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL MEMBERSHIP INTERESTS IN THE HOMEOWNERS ASSOCIATION. 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.

This Second Amendment to the Offering Plan for the Cedar Ridge Homeowners Association, Inc. is filed for the sole purpose of extending the time period for the offer for sale of homes in the Cedar Ridge Homeowners Association, Inc. for a period of twelve (12) months.

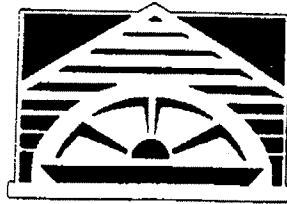
As of the date of the filing of this Second Amendment, the number of units which have closed in Cedar Ridge Homeowners Association, Inc. is 7, the number of Contracts which have not yet closed are 5, and the number of unsold units which remain is 20.

As of the date of the Second Amendment, the Board of Directors and Officers for Cedar Ridge Homeowners Association, Inc. is comprised of the following individuals: Robert V. Gianniny, President; Mark R. Gianniny, Vice President; Bruce E. Gianniny, Secretary/Treasurer.

Attached hereto as Exhibit A is a Projected Schedule of Receipts and Expenses for the fiscal year of operation in the Cedar Ridge Homeowners Association for the year September 1, 1988 through August 31, 1989. Attached as Exhibit B is the financial statement for the budget year September 1, 1987 through August 31, 1988.

DATED: December 30, 1988

OAK RIDGE ASSOCIATES



Cedar Ridge Townhomes
Cedar Ridge Drive
Fairport, New York 14450

546-4460

223-6456

**CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC.
PROJECTED SCHEDULE OF RECEIPTS & EXPENSES
FOR FISCAL YEAR COMMENCING 9-1-88**

32 Units
Completed Project

PROJECTED INCOME

Maintenance Charges
32 Units @ \$73.00 per unit

\$28,032.00

PROJECTED EXPENSES

Water	\$ 0.00
Electric	\$ 0.00
Management	\$2688.00
Repairs	\$ 250.00
Lawn Maintenance - Service	\$3500.00
Supplies	\$ 500.00
Snow Removal	\$3235.00
Refuse Removal	\$2900.00
Insurance	\$7250.00
Accounting	\$ 750.00
Legal	\$ 500.00
Taxes	\$1000.00
Reserve	\$4884.00
Contingency	\$ 575.00

TOTAL PROJECTED EXPENSES

\$28,032.00

FIRST AMENDMENT TO OFFERING PLAN

CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC.
Ayrault Road, Town of Perinton, Monroe County, New York

Amount of Offering: \$7,700.00

The cost of membership in the Cedar Ridge Homeowners Association, Inc. is included in the purchase price of the homes. The number of homes being offered is thirty-two (32).

Name and Address of Sponsor: Oak Ridge Associates
923 Midtown Tower
Rochester, New York 14604

Name and Address of Selling Agent: Rochester Midtown Realty
923 Midtown Tower
Rochester, New York 14604

Date of the Offering Plan: June 26, 1987

This Plan may not be used after December 30, 1988 unless extended by amendment.

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL MEMBERSHIP INTERESTS IN THE HOMEOWNERS ASSOCIATION. 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.

This First Amendment to the Offering Plan for the Cedar Ridge Homeowners Association, Inc. is filed for the sole purpose of extending the time period for the offer for sale of homes in the Cedar Ridge Homeowners Association, Inc. for a period of six (6) months.

As of the date of the filing of this First Amendment, the number of units which have closed in Cedar Ridge Homeowners Association, Inc. is 3, the number of Contracts which have not yet closed are 2, and the number of unsold units which remain is 27.

As of the date of the First Amendment, the Board of Directors and Officers for Cedar Ridge Homeowners Association, Inc. is comprised of the following individuals: Robert V. Gianniny, President; Mark R. Gianniny, Vice President; Bruce E. Gianniny, Secretary/Treasurer.

In the Offering Plan on Schedule A (Page 4) is a projected schedule of receipts and expenses for the first year of operation in the Cedar Ridge Homeowners Association for the year September 1, 1987 through August 31, 1988. As of the date of this First Amendment, that projected schedule remains accurate. A current financial statement for the budget year September 1, 1988 through August 31, 1989 will be prepared and distributed to all homeowners in Cedar Ridge Homeowners Association, Inc. and to any prospective purchasers.

DATED: June 17, 1988

OAK RIDGE ASSOCIATES