

MENDON SQUARE OFFICE PARK

Declaration & By-Laws



OFFERING PLAN

**MENDON SQUARE OFFICE
PARK ASSOCIATION, INC.**

This offering states the Offering Plan for membership in the Mendon Square Office Park Association, Inc., and to the Declaration of Covenants, Conditions, Easements and Restrictions applicable to all homes sold in the Mendon Square Office Park Association project.

**Mendon Square Office Park Association, Inc.
Rush-Mendon Road, Town of Mendon
County of Monroe, State of New York**

Approximate amount of offering: \$11,000.00

The cost of membership in the Mendon Square Office Park Association is included in the purchase price of the unit. This Offering is limited to not less than 11 units and not more than 89 units, each unit to be used for retail, office or commercial purposes only. The total square footage being offered for sale is 83,700 square feet.

Name and address of sponsor: Progressive Properties, Inc.
3455 Rush-Mendon Road
Honeoye Falls, New York 14472

Name and address of selling agent: Woodbridge Realty, Ltd.
32 North Main Street
Pittsford, New York 14534

Date of the offering plan: June 8, 1989

This plan may not be used after June 7, 1990, unless extended by amendment.

SEE PAGE (a) FOR SPECIAL RISKS TO PURCHASERS

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL MEMBERSHIP INTERESTS IN THE MENDON SQUARE OFFICE PARK 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.

MENDON SQUARE OFFICE PARK ASSOCIATION, INC.

DECLARATION
OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION, made the ____ day of _____, 1989, by PROGRESSIVE PROPERTIES, INC., a New York corporation with its principal office at 3455 Rush-Mendon Road, Honeoye Falls, New York 14472 hereinafter called "Declarant".

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

WHEREAS, Declarant wishes to subject the property to a Declaration of Covenants, Conditions, Easements and Restrictions for the benefit of all owners of property in this project;

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 Mendon Square Office Park Association, Inc., its successors and assigns.

Section 2. "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 Lots as shown on the map of the Properties filed in the Monroe County Clerk's Office as aforesaid.

Section 3. "Declarant" shall mean and refer to Progressive Properties, 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. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions as it may be amended from time to time or extended as provided herein.

Section 5. "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 6. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions

thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. "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.

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 reasonable 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 any 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 for ingress and egress over those portions of the Common Area 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 his tenants or contract purchasers who occupy 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. Other Easements. 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 Area, to maintain any utilities for which an easement has been granted. An easement is hereby reserved to Declarant to enter the Common Area 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 sale of lots, 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.

Section 3. Other Easements. There is hereby created a blanket easement, for the benefit of the Association and any utility companies providing services to the units, upon, across, over and under all of the Property, for ingress, egress, inspection, installation, replacement, repair and maintenance of

all utilities, including but not limited to water, septic systems, 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 equipment on the Property, and to affix and maintain electrical or telephone wires and conduits, septic system and water lines on or below any unit or land owned by any Owner.

Section 4. Association Easements. An easement is hereby granted to the Association, its officers, agents, and employees, including employees of any management company having a contract with the Association, over all of the Common Area, with the right to enter any unit upon reasonable notice, except in the case of an emergency, to perform the duties of maintenance and repair of the unit or to the Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to any other unit. An easement is hereby reserved to Declarant to enter the Common Area during the period of construction and sale of the Property, or any additions to the Property, 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 units, 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.

It is also permissible for the Association and any Managing Agent or other party performing work on behalf of the Association to hook up to the water spigots on the exterior of the units to water the Common Area and plantings without any reimbursement to the Owner for such use.

ARTICLE IV
COMMUNITY SEPTIC SYSTEM

Section 1. Ownership of System. Each Lot in the Property shall be serviced by a septic system and it shall be the obligation of the Association, and not the Owner of a Lot, to maintain, repair and/or replace the system(s) and any and all lines servicing the system(s). Ownership of the systems and all appurtenant lines and connections necessary for the operation of the systems shall be in the Association. Every Owner of a Lot in the Property shall own his Lot subject to the easement to the Association granted pursuant to Article III hereof for the Association to enter upon the Property for the purpose of providing routine and/or emergency maintenance and repair of the septic system.

Section 2. Right to Dedication. The Association shall have the right to dedicate to a municipality, at any time, such portions of the community septic system, upon such terms and conditions as the Association deems advisable or appropriate, upon receiving the affirmative vote of 75% of the then current

Owners at a duly called meeting for the purpose of acting upon such a dedication.

ARTICLE V
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 an office park. 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 Lot shall be exercised as the persons who constitute the organization shall among themselves determine. 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, 1994, or when 90% of the total square footage being offered for sale has sold and closed. Prior to such date, Class A members shall not be entitled to vote for membership on the Board of Directors.

Section 3. Department's Written Consent ?????? for Certain Actions Taken by Board of Directors. Notwithstanding anything to the contrary contained in this Declaration, so long as the Declarant holds title to any lot or dwelling unit on lands described in Schedule A to this Declaration (whether or not subject to this Declaration) but not longer than fifteen (15) years from the date of recording the Declaration, the Board of Directors may not, without the Declarant written consent, (i) except for necessary repairs or any repairs required by law, make any addition, alteration, or improvement to the Association Property, (ii) assess any amount for the creation of, addition to, or replacement of all or part of a reserve, contingency, or surplus fund in excess of an amount equal to the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the Association bears to the total amount of such initial budget of estimated expenses for the Association; or (iii) hire any employee in addition to the employees, if any, provided for in the initial budget of the Association, except as may be necessary to maintain the quantity or quality of services or maintenance; or (iv) enter into any service or maintenance contract for work not provided for in the initial budget of the Association, except for service or

maintenance to facilities not in existence or not owned by the Association at the time of the first conveyance of a Lot; or (v) borrow money on behalf of the Association; (vi) reduce the quantity or quality of services or maintenance of the property; or (vii) adopt a new annual budget. So long as the Declarant holds title to any lot or dwelling unit on lands described in Schedules A or B to this Declaration (whether or not subject to this Declaration), this Section shall not be amended without the written consent of the Declarant.

ARTICLE VI

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 will be fixed at a dollar cost per square foot of lot owned. Once assessments have been established, during the period the Declarant owns more than forty-nine percent (49%) of the total square footage offered for sale, 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 for each owner 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 for his property 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 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 or 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 VII

MAINTENANCE

Section 1. Association Responsibility. The Association is responsible for providing maintenance of the Common Area, including repair and maintenance of the road and of the septic system and storm laterals and for any retention pond which will service the Association. The Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: paint, repair, replace and maintain roofs and sidewalks, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, and other exterior improvements including snowplowing of driveways and common walkways. Such exterior maintenance shall not include glass surfaces of doors, screens, or screen doors. In the event that the need for maintenance or repairs is caused by the willful or negligent act of the owner, his 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 any property owned individually by a member of the Association.

Section 2. Owner's Responsibility. Each owner of property in this Association agrees to maintain their property in a manner equal to first class office space in Monroe County. If, after notice to such owner from the Board, such owner does not maintain such property in a first class manner, the Association shall have the right to cause the property to be properly maintained and to bill such owner for the cost thereof and such cost shall become a lien on such owner's property.

Before the Association shall have the right to take such action as referenced above, the Association shall first have notified in writing such Owner of the contemplated action to be taken by the Association and shall have given such Owner a reasonable opportunity to be heard.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the 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 non 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 from or 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 IX

CONSTRUCTION OF IMPROVEMENTS, ALTERATION
OF IMPROVEMENTS AND USE OF PROPERTY

Section 1. Approval of Improvements and Alteration to Originally Installed Improvements. All proposed improvements to be constructed on any of the lot(s) must first have the prior written approval of the Board of Directors before any construction may commence. A copy of the plans and specifications and any building blueprints and/or plans must be filed with the Board of Directors prior to the commencement of construction on any lot. A copy of the building permit issued by the Town shall also be on file with the Board of Directors.

Once initially approved improvements have been constructed, no exterior alteration, addition or modification to those improvements may be made by the lot owner or its successor without first obtaining the prior written approval of the Association. Before any such work may commence, an owner of a lot shall first furnish the Board with copies of all building plans which clearly show the proposed alterations and/or additions.

Section 2. 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 3. Animals Including Birds and Insects. Except for fish or birds kept in a cage, no animals shall be kept or maintained on any Lot or other portion of the Property except with the prior consent of the Board of Directors of the Association which may, from time to time impose reasonable rules and regulations.

Section 4. 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 Lot 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 5. 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 6. 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 7. 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 8. Occupancy in Other Than Office 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 an office on any Lot or other portion of the Property except with the consent of the Board of Directors.

Section 9. 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 10. Landscaping. After the transfer of title by the Declarant of 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.

Section 11. Office Use Only. Except as provided in Section X below, the Property shall be used only for retail, commercial or general office purposes and purposes incidental and accessory thereto.

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.

ARTICLE X

INSURANCE AND CASUALTY DAMAGE

Section 1. Fire and Casualty Insurance. The Association will obtain and maintain in force and effect a policy of fire and casualty insurance, in an amount, and with such coverage, as is acceptable to the Association, and with coverage adequate to cover the full replacement cost of any repair or reconstruction work on Owner's lot. An annual evaluation shall be made by the Board of Directors to determine the adequacy of the insurance. The cost of such insurance will be included as a part of the maintenance assessment in the annual budget. 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.

Section 2. Damage or Destruction. 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 plus any approved changes. 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 shall have a lien on the Owner's unit to secure such reimbursement. The lien shall be enforceable in the same manner as the lien for annual assessments.

Section 3. Liability Insurance. 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 its own policy of coverage insuring any building and its contents, personal property and liability for injury occasioned to persons on their Lot which is outside the Common Area.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration and Amendment. The Conditions, Covenants, Easements 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 _____, 1989.

PROGRESSIVE PROPERTIES, INC.

By:

Michael J. Francesco, Sr.

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this ____ day of _____, 19__, before me personally appeared Michael J. Francesco, Sr., to me, who, being by me duly sworn, did depose and say that he resides in Mendon, New York; that he is the President of PROGRESSIVE PROPERTIES, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

CERTIFICATE OF INCORPORATION

CERTIFICATE OF INCORPORATION
OF
MENDON SQUARE OFFICE PARK 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
MENDON SQUARE OFFICE PARK 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 Mendon Square Office Park Association, Inc. (the "Corporation").

2. The purposes for which the Corporation is to be formed are to provide maintenance, preservation and architectural control of the office building units and common areas within the Mendon Square Subdivision located in the Town of Mendon, 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 hereafter be amended or supplemented.

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.

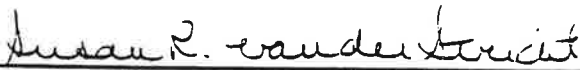
4. The office of the Corporation shall be located in the County of Monroe.

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 3455 Rush-Mendon Road, Honeoye Falls, New York 14472.

6. The names and addresses of the initial directors of the Corporation are Michael J. Francesco, Sr., Michael J. Francesco, Jr. and Louis P. Iacona, all with an address at 3455 Rush-Mendon Road, Honeoye Falls, New York 14472

7. No approvals or consents are required by law.

IN WITNESS WHEREOF, this Certificate has been signed by the subscriber this 28th day of September, 1988 and the subscriber does by her signature hereto affirm the truth of the statements contained herein under penalty of perjury.



Susan R. van der Stricht, Incorporator
700 Midtown Tower
Rochester, New York 14604

NYS DEPARTMENT OF STATE

FILING RECEIPT

INCORPORATION (NOT FOR PROFIT)

CORPORATION NAME

MENDON SQUARE OFFICE PARK ASSOCIATION, INC.

DATE FILED

09/30/88

DURATION & COUNTY CODE

P MONR

FILM NUMBER

B690646-4

CASH NUMBER

257158

NUMBER AND KIND OF SHARES

LOCATION OF PRINCIPAL OFFICE

TYPE A
*DC

ADDRESS FOR PROCESS

S/S THE CORP.
3455 RUSH-MENDON ROAD
HONEYE FALLS NY 14472

REGISTERED AGENT

FEES AND/OR TAX PAID AS FOLLOWS:

AMOUNT OF CHECK \$ _____

AMOUNT OF MONEY ORDER \$ 00060.00

AMOUNT OF CASH \$ _____

\$ 6.00 DOLLAR FEE TO COUNTY

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

FILER NAME AND ADDRESS

HARTER SECREST & EMERY
700 MIDTOWN TOWER
ROCHESTER NY 14604-2 070

REFUND OF \$

TO FOLLOW

300804-003 (8/84)

GAIL S SHAFFER - SECRETARY OF STATE

BY-LAWS AND OFFICE PARK ASSOCIATION RULES

BY-LAWS
OF
MENDON SQUARE OFFICE PARK ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Mendon Square Office Park Association, Inc. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 3455 Rush-Mendon Road, Honeoye Falls, Monroe County, New York 14472, 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 Mendon Square Office Park 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.

Section 4. "Declarant" means Progressive Properties, Inc., a New York corporation, 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 Property as 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 Property (as defined below).

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 Property including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Property" 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, 1994 or when ninety percent (90%) of the Lots have been transferred, whichever is earlier. Until then, Class A Members shall not be entitled to vote for the election of members to the Board. The first meeting of Class A Members for the purpose of electing Directors shall be held within thirty (30) days from the transfer by the Declarant of the lot which, when added to the lots which have closed, constitute ninety percent (90%) or more of the Lots as originally shown on the subdivision map or within thirty (30) days from July 1, 1994, whichever is earlier.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meeting. After the first meeting of Class A Members, an annual meeting of all 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 of the Association, 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 the Association shall be managed by a Board of not less than three (3) nor more than five (5) 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. At the first meeting of Members, which shall be held not later than six (6) months from the transfer of the first Lot, the Members shall elect either two (2) or three (3) Directors for a term of one (1) year and either one (1) or two (2) Directors for a term of two (2) years. Thereafter, the Members shall elect either two (2) or three (3) Directors in even numbered years for two (2) year terms and either one (1) or two (2) Directors in odd numbered years for two (2) 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 the 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 Property. 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;

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

(i) approve the annual budget as prepared by the Treasurer.

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 three (3) nor more than five (5) 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 purposes.

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: Mendon Square Office Park 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, at 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 Property to the end that the Property 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.

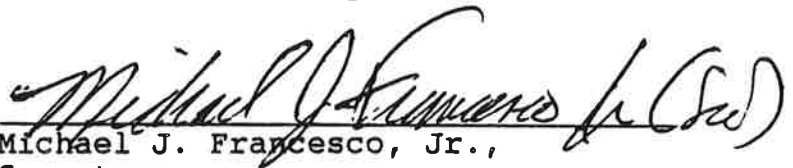
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Mendon Square Office Park 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 23rd day of MARCH, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this day of , 1989.

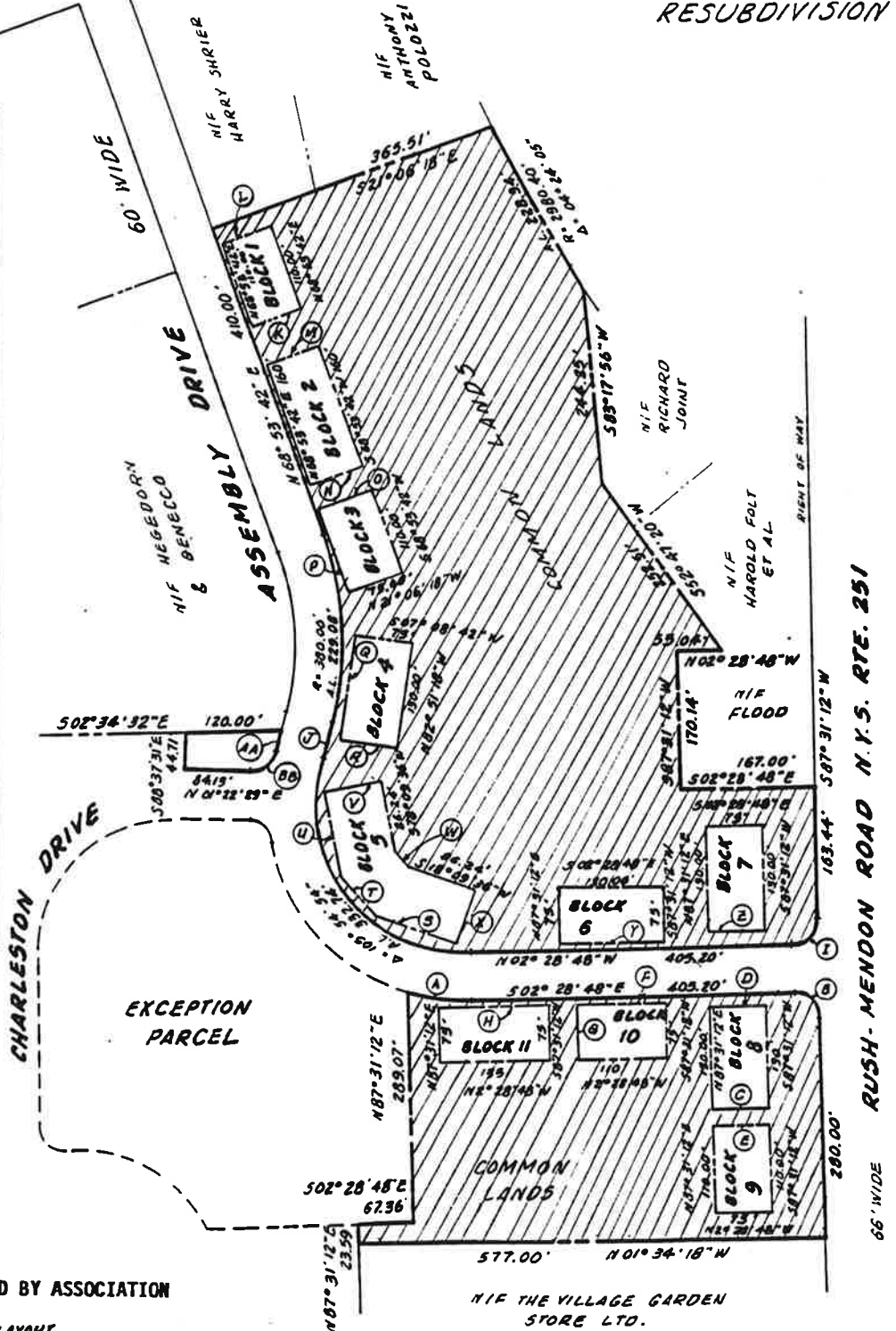

Michael J. Francesco, Jr.,
Secretary

PLOT PLAN

MAP OF COMMON
LANDS OF
SECTION I
MENDON SQUARE
RESUBDIVISION

N.Y.S. RTE 64 66' WIDE
RIGHT OF WAY

(A)	$\Delta 18^{\circ}02'53''$	A.L. 75.60	R 240
(B)	$\Delta 90^{\circ}$	A.L. 47.12	R 30'
(C)	$N 2^{\circ}28'48''N$	75.00'	
(D)	$S 2^{\circ}28'48''E$	75.00'	
(E)	$S 2^{\circ}28'48''E$	75.00'	
(F)	$S 2^{\circ}28'48''E$	110.00'	
(G)	$N 87^{\circ}31'12''E$	75.00'	
(H)	$S 2^{\circ}28'48''E$	135.00'	
(I)	$\Delta 90^{\circ}$	A.L. 47.12	R 30'
(J)	$S 76^{\circ}33'54''E$	58.33'	
(K)	$S 21^{\circ}06'18''E$	75.00'	
(L)	$N 21^{\circ}06'18''N$	75.00'	
(M)	$S 21^{\circ}06'18''E$	75.00'	
(N)	$N 21^{\circ}06'18''N$	75.00'	
(O)	$S 21^{\circ}06'18''E$	75.00'	
(P)	$N 68^{\circ}53'42''E$	110.00'	
(Q)	$S 82^{\circ}51'18''E$	130.00'	
(R)	$N 7^{\circ}08'42''E$	75.00'	
(S)	$N 18^{\circ}09'36''E$	106.34'	
(T)	$N 48^{\circ}09'36''E$	62.68'	
(U)	$N 78^{\circ}09'36''E$	106.34'	
(V)	$S 11^{\circ}50'24''E$	75.00'	
(W)	$S 40^{\circ}09'36''N$	22.49'	
(X)	$N 71^{\circ}50'24''N$	75.00'	
(Y)	$N 02^{\circ}28'48''N$	130.00'	
(Z)	$N 02^{\circ}28'48''N$	75.00'	
(AA)	$N 76^{\circ}33'54''N$	29.91'	
(BB)	$\Delta 77^{\circ}56'23''$	A.L. 40.81'	R 30'



COMMON AREA OWNED BY ASSOCIATION

REVISED 01-12-89 : NEW BLOCK LAYOUT

Scale	1 INCH = 200 FEET
Date	JULY 1988
Drawn By	OS
Checked By	

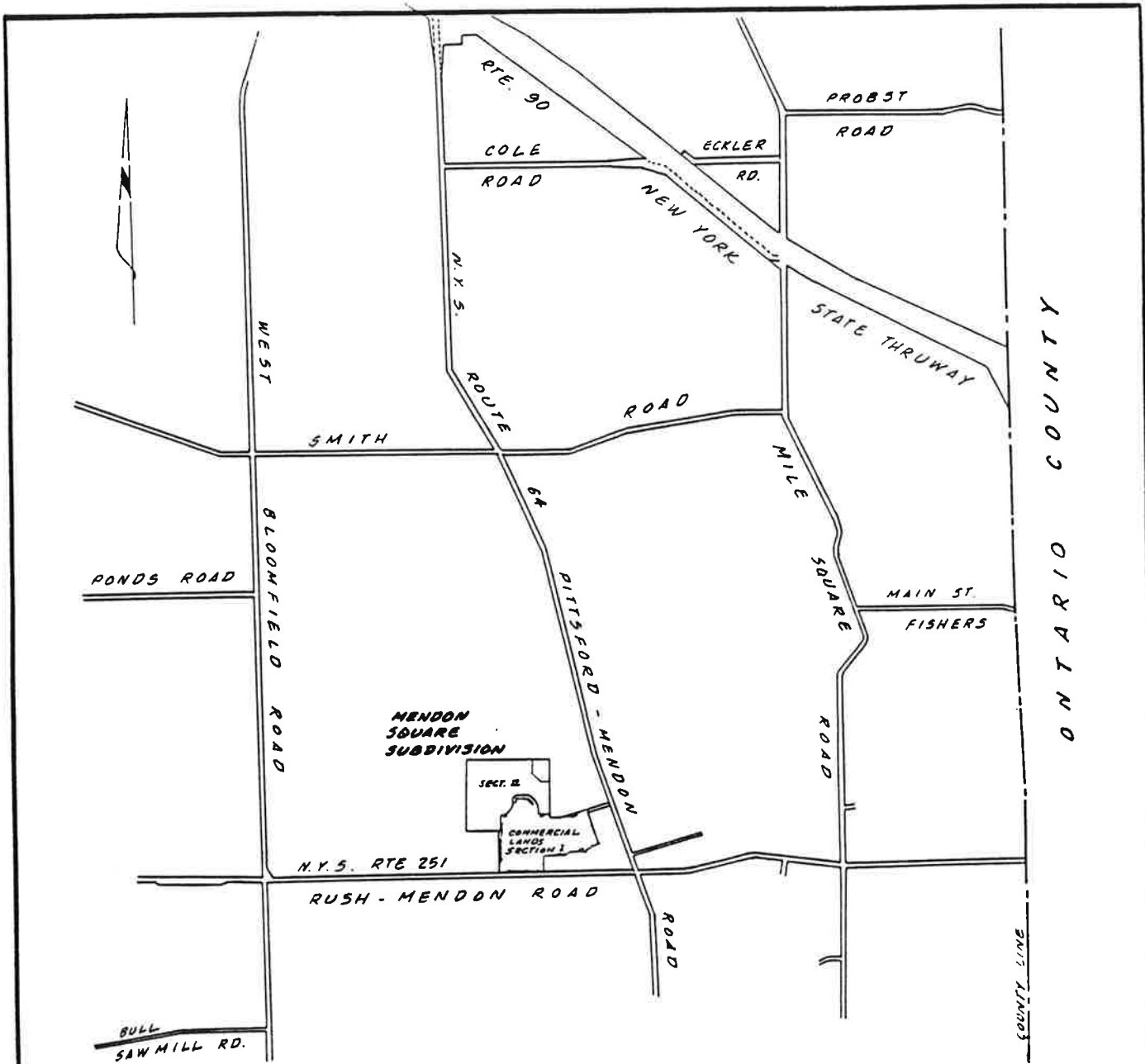
PA PASSERO ASSOCIATES P.C.
100 Liberty Pole Way, Rochester, NY 14604 (716) 325-1000

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE N.Y.S. EDUCATION LAW.

Architecture
Engineering
Surveying
Landscape Architecture

Job No. DWG. NO. 2
427113

AREA MAP



LOCATION MAP OF
MENDON SQUARE SUBDIVISION
 TOWN OF MENDON COUNTY OF MONROE STATE OF NEW YORK

CERTIFICATION INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE AGENCIES LISTED HEREON. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE N.Y.S. EDUCATION LAW.

Scale	N.T.S.
Date	MAY 19, 1988
Drawn By	DS
Checked By	



PASSERO ASSOCIATES P.C.

100 Liberty Pole Way, Rochester, NY 14604 (716) 325-1000

Architecture
 Engineering
 Surveying
 Landscape Architecture

Job No. 4271.13
 DWG. 1 OF 2

R E S O L U T I O N

WHEREAS, a Special Meeting of the Mendon Square Office Park Association, Inc. (the “Association”) was duly Noticed and Held pursuant to its Declaration of Covenants, Easements and Restrictions (the Declaration), and its By-laws on the 28th day of February, 2017, 5:30 p.m., at the Via Grisole, located Schoen Place, Pittsford, New York; and

WHEREAS, John Shuman, acting as Chairman of the Meeting and Thomas Carozza, acting as Secretary of the Meeting; it first being determined that a quorum of the Members of the Association pursuant to Article IV of the By-Laws, and of the Board of Directors being present in person or by proxy; and

WHEREAS, pursuant to Article XIV of the By-laws, the Board of Directors having the authority to adopt , amend or repeal the by-Laws of the Corporation by a two-thirds (2/3) vote of the entire Board; and

WHEREAS, for the purpose of encouraging and enhancing the development and equity of the subdivision for the betterment of the Association, the following Resolutions are being endorsed by the Board of Directors and submitted for approval by the Members, as follows:

1. That, as of March 1, 2017, and thereafter, Article X of the By-laws is amended to provide that no Member shall be entitled to vote with respect to any matter requiring the approval of Members unless said Member is current on all Association annual or special assessments due and unpaid as of the date said vote is scheduled to take place.
2. That, as of March 1, 2017, and thereafter, the Board of Directors shall have the authority to permit the revision and the filing of a re-subdivision map of any undeveloped Lot(s) within the subdivision, as defined in Article II of the By-laws, to permit the development of a Lot(s) of fewer square feet than as shown on the then current filed re-subdivision map. The Board of Directors shall have the further authority to reduce, suspend or otherwise modify the Association annual or special assessments charges for a period of time during construction, but in no event for more than one (1) year from acquisition of the Lot(s), pursuant to the

terms of the Declaration and By-laws.

3. That the action of the Board prior to August 31, 2016, to modify, suspend or adjust Association annual or special assessments, be affirmed.
4. A summary of this Resolution shall be appended to the By-laws of the Association, and become an official part thereof.

THEREFORE, IT IS HEREBY

RESOLVED: There being a quorum of the Members present in person or by proxy eligible to vote, the aforementioned Resolutions, numbered 1, 2, 3 & 4, were adopted by a majority of those present.

Votes: 12 Yea

0 Nay

Dated: February 28, 2017

Thomas Carozza as agent
Secretary of the Meeting
Property Manager.

RESOLUTION of BOARD OF DIRECTORS

WHEREAS, a Special Meeting of the Board of Directors (the “Board”) of the Mendon Square Office Park Association, Inc. (the “Association”) on the 28th day of February, 2017, 5:30 p.m., at the Via Grisole, located Schoen Place, Pittsford, New York ; and

WHEREAS, it being determined that all of the Board members were present in person or by proxy; and

WHEREAS, pursuant to Article XIV of the By-laws, the Board of Directors having the authority to adopt , amend or repeal the by-Laws of the Corporation by a two-thirds (2/3) vote of the entire Board; and

WHEREAS, the following Resolutions were proposed by the Board for adoption pursuant to Article XIV of the By-laws, to be submitted to the Members for approval, as follows:

1. That, as of March 1, 2017, and thereafter, Article X of the By-laws is amended to provide that no Member shall be entitled to vote with respect to any matter requiring the approval of Members unless said Member is current on all Association annual or special assessments due and unpaid as of the date said vote is scheduled to take place.
2. That, as of March 1, 2017, and thereafter, the Board of Directors shall have the authority to permit the revision and the filing of a re-subdivision map of any undeveloped Lot(s) within the subdivision, as defined in Article II of the By-laws, to permit the development of a Lot(s) of fewer square feet than as shown on the then current filed re-subdivision map. The Board of Directors shall have the further authority to reduce, suspend or otherwise modify the Association annual or special assessments charges for a period of time during construction, but in no event for more than one (1) year from acquisition of the Lot(s), pursuant to the terms of the Declaration and By-laws.
3. That the action of the Board prior to August 31, 2016, to modify, suspend or adjust Association annual or special assessments, be affirmed.

THEREFORE, IT IS HEREBY

RESOLVED: The entire Board being present in person or by proxy, unanimously adopted Resolutions, numbered 1, 2, & 3, as above; and it was further

RESOLVED, that this Resolution be submitted to the Members of the Association for approval at a Special Meeting called for that purpose.

Dated: February 28, 2017

Thomas Carrozza, as agent
Secretary of the Meeting
Property Manager