HOMEOWNERS ASSOCIATION OFFERING PLAN

HAMILTON PLACE ASSOCIATION, INC.
COGHLAN LANE, WILBURY ROAD AND ROSEVILLE DRIVE, PERINTON, MONROE COUNTY, NEW YORK.

THIS OFFERING WILL BE MADE IN A SINGLE PHASE CONSISTING OF 32 TOWNHOME LOTS. THE TOTAL VALUE OF THE FULLY IMPROVED COMMON PROPERTY OWNED AND MAINTAINED BY THE ASSOCIATION IS $6,400.00.

NAME AND ADDRESS OF SPONSOR AND SELLING AGENT:	PRIDE MARK HOMES, INC. 1501 Pittsford Victor Road, Suite 200 Victor, New York 14564 (585) 424-4444

THE DATE OF ACCEPTANCE FOR FILING IS ___, 2017.

THIS PLAN MAY NOT BE USED AFTER ___, 2018 UNLESS EXTENDED OR AMENDED.

SEE PAGE ONE FOR SPECIAL RISKS TO PURCHASERS.

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

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

PLEASE READ IT CAREFULLY.

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

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

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SPECIAL RISKS

1. **IN THIS OFFERING THE SPONSOR WILL CONTROL THE ASSOCIATION UNTIL THE EARLIER OF ALL LOTS OWNED BY THE SPONSOR ARE SOLD TO PURCHASERS OR 15 YEARS AFTER THE RECORDING OF THE DECLARATION. DURING SPONSOR'S CONTROL, PURCHASERS WILL NOT HAVE THE RIGHT TO VOTE ON MATTERS INVOLVING THE ASSOCIATION.** AS DEFINED IN THE DECLARATION, THE SPONSOR AND ALL LOT OWNERS SHALL AUTOMATICALLY BE DEEMED TO HAVE BECOME MEMBERS OF THE ASSOCIATION (SEE SECTION 3.02 OF THE DECLARATION SET FORTH IN PART II OF THIS PLAN). THERE SHALL BE TWO (2) CLASSES OF MEMBERSHIP. ALL OWNERS, WITH THE EXCEPTION OF THE SPONSOR, SHALL BE CLASS A MEMBERS. THE SPONSOR SHALL BE A CLASS B MEMBER. UNTIL ALL LOTS OWNED BY SPONSOR ARE TRANSFERRED, OR UNTIL 15 YEARS FOLLOWING THE RECORDING OF THE DECLARATION, WHICHEVER SHALL FIRST OCCUR, THE CLASS B MEMBERSHIP SHALL BE THE ONLY CLASS OF MEMBERSHIP ENTITLED TO VOTE. THEREAFTER, THE SPONSOR'S CLASS B MEMBERSHIP SHALL BE CONVERTED INTO A CLASS A MEMBERSHIP, AND ALL MEMBERS SHALL VOTE EQUALLY, I.E., ONE (1) MEMBER ONE (1) VOTE. SEE THE SECTION ENTITLED CONTROL BY SPONSOR, PAGE 20.

2. The Sponsor intends to improve the 32 Lots known as Hamilton Place Townhomes with single family attached homes. Construction commenced in November 2016 and, subject to demand and weather conditions, is anticipated to be completed by December 2020. The Sponsor will complete the subdivision improvements (that is the dedicated water service, sanitary and storm sewers). However, because of a variety of circumstances, including circumstances beyond the Sponsor's control, such as the number of people willing to purchase a home in the development, the availability of financing, and the general condition of the economy, the Sponsor gives no assurance that each Lot will be improved with a dwelling. See the section entitled Development and Description of Common Areas, page 7, and Hamilton Place Association, Inc. Estimate of Operating Expenses and Reserves, page 10.

3. If Purchaser fails to fulfill Purchaser's duties and obligations according to the terms of the Purchase Agreement, all deposits made by the Purchaser, up to a maximum of 10% of the purchase price excluding extras, may be retained by the Sponsor. In addition, the Purchaser shall pay Sponsor the full cost of all extras, upgrades and change orders that were commenced or ordered prior to the date of closing. Retention of any deposit shall limit Sponsor from commencing an action for damages or seeking any other remedies allowed in law or in equity. After Purchaser's default, Sponsor must make written demand for payment at least 30 days before forfeiture of the deposit may be declared. See Section 17 of the Purchase Agreement at page 36.

4. The Sponsor has or will be providing the Town of Perinton with an irrevocable Letter of Credit to secure the completion of public improvements, to wit: water mains, storm and sanitary sewers, all of which will be dedicated to the Town of Perinton upon their completion. The Sponsor has obtained construction loans sufficient to finance the construction of the subdivision improvements ($860,000.00) and individual Townhomes (revolving $2,000,000.00 loan limit) from Five Star Bank. The Sponsor intends to complete that portion of the public improvements servicing any Lot prior to the conveyance of said Lot as required by the Town of Perinton. See the sections entitled Development and Description of Common Areas, page 7, and Rights and Obligations of Sponsor, page 18.

5. The Sponsor is offering an express Limited Warranty in connection with the sale of Lots in Hamilton Place Townhomes. The Limited Warranty is in the amount of $100,000.00 and is extended to the first owner of the home. The Sponsor has adopted the "Residential Construction Performance Guidelines" published by the Rochester Home Builders Association. The complete terms of the Limited Warranty are set forth in Part II of this Plan as part of the form of Purchase Agreement for Individual Lots, pages 14 and 36.

6. Water service is required for watering Townhome lawns during the June through September watering season, as may be required. Each Lot Owner will furnish water required for his lawn from his external hosebib. Personnel providing the watering service will endeavor to draw water equally from each Lot Owner's hosebib, as averaged over a sustained time period; however, no assurances can be given that the amount of water drawn from each Lot Owner's hosebib will be equal, and personnel providing watering service may utilize the water from any individual hosebib at any one time to water the lawns of other Townhome Lots. See page 7.

7. The Association will be responsible for maintenance of vinyl siding, vinyl clad windows, insulated metal doors, overhead garage doors, aluminum gutters and downspouts, and masonry on individual townhomes. The foregoing items are owned the individual purchaser of a townhome, but are maintained by the Association. Replacement reserves have not been established for all items. Reserves have been established for roofing, and asphalt sealing and resurfacing. No amount appears as replacement reserves in the initial Association common charge budget for such items as wood surfaces and entry doors, vinyl siding, vinyl-clad windows, insulated metal doors, overhead garage doors, aluminum gutters and downspouts, and masonry. The foregoing list is given as an example and not in limitation. When items require replacement, a special assessment will be necessary to fund the cost of the capital improvement. See page 32.

8. A nominal provision has been made for real estate taxes on the Association Property; the tax assessor has advised the Sponsor that the value of the Association Property will be reflected in the assessments of the Lots. Should there be an assessment of the Association Property, nominal or otherwise, the Maintenance Assessments will necessarily be increased to fund the resulting taxes. See page 10.

9. Insurance carried by the Association for fire and all risk building coverage does not insure the personal property or dwelling contents of individual Lot Owners. Lot Owners are advised to obtain property insurance for personal property and dwelling contents, including upgrades installed by Sponsor or any other party, as well as liability coverage for accidents occurring in and about their dwelling. See the Section entitled Association, page 21.

10. The Sponsor will act as Managing Agent of the Association during the period of Sponsor control of the Association. For its services, the Sponsor will receive a fee of $18.00 per Lot per month, which amount is a reasonable market rate. In addition, the Sponsor will receive reimbursement for all out-of-pocket expenditures. The form of Management Agreement is set forth as an exhibit to this Offering Plan. This Management Agreement may be binding on the Association for up to 15 years, which is the maximum period of Sponsor control. See page 32 and 104.

The Association will indemnify and defend the Sponsor as Managing Agent against all suits brought in connection with the Association and from liability for loss of person or property. The Association will also pay all expenses of the Sponsor as Managing Agent in defending against such suits. See page 32.

11. The Sponsor reserves the right to modify the development concept from townhomes to detached homes or any other type of improvement, subject to obtaining applicable permits and approval by the Town of Perinton Planning Board. See page 4.

12. If a Lot Owner fails to maintain his home consistent with the guidelines established by the Association, the Association may perform maintenance not performed by the Lot Owner at the Lot Owners expense, the cost of said maintenance or restoration to be assessed against the defaulting Lot Owner and shall be deemed to be a common assessment, a lien against the Lot and collectable as such. See the Section entitled Association, page 21.

13. The common areas will consist of the entrance monument, right of way, driveways serving the Townhomes, drainage pond, and green space and landscaped areas. The Sponsor is obligated to complete construction of the Association property in accordance with the building plans and specifications identified in this Offering Plan. The common areas are now under construction and are scheduled to be completed on or about December 31, 2017, weather permitting. The Sponsor reserves the right to convey the common areas to the Association prior to the completion of those improvements which could be materially and adversely affected by the completion of the improvement of Lots or could impede the improvement of such Lots. The improvements to the common areas which may be incomplete at the time of conveyance of the common areas to the Association will include such items as landscaping and the asphalt paved areas. The Sponsor is obligated to complete construction of the common areas, but construction of the common areas is not secured by any letter of credit or completion bond. See page 7 and 18.

As set forth in Special Risk #7, the Association will be responsible for maintenance of vinyl siding, vinyl clad windows, insulated metal doors, overhead garage doors, aluminum gutters and downspouts, and masonry on individual townhomes. The foregoing items are owned the individual purchaser of a townhome, but are maintained by the Association.

14. A purchaser may purchase his home with mortgage financing, but the obligations and conditions of the commitment are the responsibility of the purchaser, and are not contingencies of the contract between the Sponsor and purchaser. Additionally, the purchaser is responsible to obtain a commitment which expires on or after the closing date set forth in the Purchase Agreement with the Sponsor. If the commitment expires before closing, it is the purchaser's obligation to have the commitment extended. The obligations of a purchaser under a Purchase Agreement are not conditioned on obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing. See page 16.

15. No bond or other security has been posted by the Sponsor to secure the performance of its obligations set forth in this Offering Plan, except as set forth in special risk #3 at page 1. Accordingly, the Sponsor's ability to meet such obligations could depend on its financial condition at the time it is called upon to perform. See page 18.

16. An Architectural Standards Committee shall be appointed by the Board of Directors for the purpose of enforcing certain provisions of the Declaration and controlling any change in use or any additions, modifications or alterations to any improvement within Hamilton Place Townhomes within guidelines and/or policies established by the Board of Directors. See page 24.

17. During Sponsor control (see Special Risk number 4), the Sponsor will not exercise veto power over the expenses in the Projected Schedule of Receipts and Expenses, nor over expenses required to (1) comply with applicable law or regulation; (2) remedy and notice of violation; (3) remedy any work order issued by an insurer; or (4) ensure the health and safety of the occupants of the building, provided such maintenance action is otherwise the obligation of the Association. During Sponsor control, Sponsor may exercise veto power over expenses other than those listed above in compliance with the terms and conditions of the Declaration. See page 21.

18. The Sponsor will comply with the Escrow Trust Fund provisions establish by the Attorney General. Deposits will be held in trust by the Sponsor's attorney. The name of the account is HAMILTON PLACE ESCROW ACCOUNT, located at M&T Bank, First Federal Plaza Office, Rochester, New York 14614. This bank is covered by federal bank deposit insurance. The maximum amount of insurance is $250,000.00 per account as of the date of this Offering Plan. If deposits in the aggregate are in excess of then applicable maximum amount, such deposits will not be federally insured in excess of the then applicable maximum amount. See page 14.

19. Owners of townhomes may lease their dwelling, subject to the Planning Board Approval for Hamilton Place Subdivision. As part of the approval for the subdivision, the Town of Perinton required that no owner of multiple units may lease more than one unit at any time. See page 6 and 14. The Sponsor does not intend to enter into "interim leases" or to enter into leases with options to purchase.

INTRODUCTION

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

Pride Mark Homes, Inc. (hereinafter referred to as "Sponsor"), is a New York corporation, with an office and principal place of business at 1501 Pittsford Victor Road, Suite 200, Victor, Monroe County, New York. The Sponsor acquired fee ownership of approximately 10.425 acres of land located in Perinton, Monroe County, New York, by deed recorded in the Monroe County Clerk's Office on October 7, 2016 in Liber 11765 of Deeds, at page 102. The Sponsor intends to develop the land as a residential community consisting of 32 single family townhomes with green space for the benefit of the single family townhome owners and residents.

The current concept plan for Hamilton Place Townhomes provides for 32 townhome building lots, together with green space. The townhome building lots are offered in connection with Hamilton Place Association, Inc. This offering plan is for Hamilton Place Association, Inc. (herein before and herein after "Association"). The property is referred to in this Offering Plan as "Hamilton Place." The property comprising Hamilton Place Townhomes is bounded by the Perinton Community Church, Dudley and Northside Elementary Schools, unimproved lands and existing single family homes. The immediate area surrounding Hamilton Place is devoted to residential uses, churches, education, farmland, and unimproved lands. Hamilton Place is located in the north east portion of the Town of Perinton, and is within 5± miles of Perinton's major retail district, and within 3± miles of the Village of Fairport business district.

The common areas will consist of the entrance monument, drainage pond, right of way, driveways serving the Townhomes, green space and landscaped areas. The common areas are anticipated to be completed by December 2017.

In addition to the attached garage for each Townhome, each Townhome will have a driveway approximately 16 feet wide for additional parking. Overflow parking is not provided within the common area.

The Sponsor plans to improve Hamilton Place with 32 single family attached townhomes on separate Lots. The Sponsor reserves the right to modify the development concept from townhomes to detached homes or any other type of improvement, subject to obtaining applicable permits and approval by the Town of Perinton Planning Board. A "Townhome" shall mean and refer to a residential dwelling constructed upon a given Lot and attached to at least one other Townhome by means of a party wall. A "Lot" shall mean and refer to any portion of Hamilton Place identified as a separate parcel on the tax records of the municipality, or shown as a separate lot upon any recorded or filed subdivision map. Purchasers of Lots within Hamilton Place are purchasing the Lot and the improvement constructed on it. The Townhomes shall be commonly referred to and known as "Hamilton Place Townhomes". All areas of Hamilton Place not contained within the perimeter of the building lots will be common areas and conveyed to the Association prior to the sale of the first Lot. The common area to be owned by the Association consists of 6.4± acres. The street known as Coghlan Lane, Wilbury Road and Roseville Drive will be private rights of way owned and maintained by the Association.

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

The purchase price of a Lot in Hamilton Place Townhomes includes the Townhome constructed on it, the exclusive right to use the improvements, walk and driveway associated with the Townhome, and the cost of the

Association property. Purchasers are advised that purchase prices are set by the Sponsor and are not subject to review or approval by the New York State Department of Law or any other governmental agency.

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

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

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

See page 23 for further discussion of Maintenance by the Association.

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

Lot Owners may improve their deck or patio area with the Sponsor's written consent, and thereafter when the Sponsor is no longer in control of the Association, the Association's consent. The specific area of the improvement, and the nature of the improvement and the materials used shall all be reviewed and approved before construction begins. The improvements shall not be attached to an adjoining Lot Owner's property, and the adjoining Lot Owner and Association shall not be obstructed from performing repairs and maintenance on the adjoining Townhome. The Lot Owner shall maintain the improvements in a clean and good condition, employing a high and proper standard, and in a manner equal to the maintenance standards of the Association. Upon the Lot Owner's failure to maintain, the Association may maintain the area or remove the improvement and restore the area to its original condition at the defaulting Lot Owner's

expense, the cost of said maintenance or restoration to be assessed against the defaulting Lot Owner and shall be deemed to be a common assessment, a lien against the Lot and collectable as such.

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

The Monroe County Sheriff's Department will provide police protection. The Fairport Volunteer Fire Department will provide fire protection. The Monroe County Water Authority will provide water service. The Monroe County Pure Waters District will provide sanitary sewer service. Storm sewers will drain to laterals dedicated to the Town of Perinton. Rochester Gas and Electric Company will provide electricity and gas. The cost of police and fire protection, sewer services and maintenance of dedicated improvements will be included in the Lot Owners real property tax. Electric, gas and water usage and pure waters service will be separately billed on the basis of consumption. Snow removal from paved areas and maintenance services are provided by the Association as discussed on the preceding page.

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

Owners of townhomes may lease their dwelling, subject to the Planning Board Approval for Hamilton Place Subdivision. As part of the approval for the subdivision, the Town of Perinton required that no owner of multiple units may lease more than one unit at any time. An investor purchaser of Lots for lease and subsequent resale, rather than occupancy, is required to register pursuant to General Business Law §352-e and to provide prospective purchasers with the Offering Plan and all amendments.

The Offering Plan as presented contains all of the detailed terms of the transaction as it relates to the Association. Copies of the Offering Plan and all Exhibits submitted to the Office of the Attorney General will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys at the property site whenever the on-site sales office is open and at the office of the Sponsor during normal business hours, and at the NYS Department of Law, 120 Broadway, 23rd Floor, New York, New York 10271.

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

DESCRIPTION OF COMMON AREAS AND FACILITIES TO BE OWNED OR MAINTAINED BY THE HOMEOWNERS ASSOCIATION

The Sponsor plans to improve Hamilton Place Townhomes 32 single family attached townhomes. Hamilton Place Townhomes consists of an entrance monument, drainage pond, right of way, driveways serving the Townhomes, green space and landscaped areas to be owned by the Association, and the townhome dwellings to be owned by individual purchasers. Other than an entrance monument and drainage pond, the common area is not improved by any structure or building. Construction of Hamilton Place Townhomes commenced in November 2016 and is anticipated to be completed by December 2020. A site plan showing the details of the proposed development is set forth in Part II of this Plan. The Sponsor will complete the subdivision improvements, that is the right of way, water service, storm and sanitary sewers, however, because of a variety of circumstances, including circumstances beyond the Sponsor's control, such as market acceptance of the development, the availability of financing, and the general condition of the economy, the Sponsor gives no assurance that each Lot will be improved with a dwelling. The Sponsor will construct homes as purchasers enter into binding purchase agreements. The Sponsor has not established a fixed or predetermined timetable.

In addition to the attached garage for each Townhome, each Townhome will have a driveway approximately 16 feet wide for additional parking. The driveways will be constructed to the following specifications: 6" stone base, 2" asphalt binder, and 1" asphalt top coat. No bond or other security has been posted by the Sponsor to secure the completion of the driveways (see Special Risk 15). The individual driveways will be maintained by the Association as a common area expense.

The construction time table for the completion of the first Townhome is estimated to be June 2017; the remaining townhomes will be completed as contracts for sale are entered into. The Sponsor does not intend to complete townhomes on speculation or without contracts of sale with purchasers. Construction commenced in November 2016 and, subject to demand and weather conditions, is anticipated to be completed by December 2020. The Sponsor will complete the subdivision improvements (that is the street, water service, sanitary and storm sewers). However, because of a variety of circumstances, including circumstances beyond the Sponsor's control, such as the number of people willing to purchase a home in the development, the availability of financing, and the general condition of the economy, the Sponsor gives no assurance that each Lot will be improved with a dwelling. Assuming normal demand by prospective purchasers, the Sponsor anticipates being done with the development in 2020. However, no guarantee can be made by the Sponsor.

All areas which are not contained within the perimeter of a Subdivision Lot will be known as common areas, and will be conveyed to the Association prior to the closing of title to the first Lot. The common areas will consist of the entrance monument, right of way, driveways serving the Townhomes, drainage pond, and green space and landscaped areas. The open space area to the north includes lawn area, a berm, and a landscape buffer. The open space area to the east will be a mix of lawn area and pine trees. The open space area to the south is lawn area with a natural tree buffer. The open space area to the west includes lawn area, pine trees, and a maintenance free vinyl fence. There is a retention pond in the southwest portion of the open space. Open space areas will consist of natural grasses, both current and newly installed site landscaping, and will be managed and maintained by the Association. Other than an entrance monument, the common area is not improved by any structure or building. The Sponsor reserves the right to convey the common areas to the Association prior to the completion of the common areas and those improvements which could be materially and adversely affected by the completion of the improvement of Lots or could impede the improvement of such Lots. The improvements to the common areas which may be incomplete at the time of conveyance of the common areas to the Association will include such items as the landscaping and the asphalt paved areas. The incomplete items will be completed by the Sponsor, but are not secured by any letter of credit or completion bond.

The streets known as Coghlan Lane, Wilbury Road and Roseville Drive will be owned by the Association. Lot Owners will have access to this street directly from their individual driveways (see paragraph above for construction specifications). Coghlan Lane, Wilbury Road and Roseville Drive will be constructed in accordance with plans and specifications required by the Town of Perinton. The roadways will be constructed of 12" crusher run stone base, 3" of asphalt binder course, and 1" asphalt top course. The roadway will be 20' wide with an 18" concrete gutter on both sides.

The water mains, hydrants, valves, and all other appurtenances are within a dedicated easement and shall be owned and maintained by the Monroe County Water Authority. Water mains will be constructed in accordance with plans and specifications required by the Monroe County Water Authority. The water system will make the connection to the existing water main on High Street Extension on the east side of Coughlan Lane. This connection will be made with a 12"x12"x8" tapping sleeve and valve. The community will be served by 8" Class 51 Ductile Iron Pipe water main installed within the dedicated easement. The dedicated portion of the water services from the water main to the control valve will be 1" Type K Copper. The private portion from the control valve to the private water meter will be 1" Polyethylene Plastic. Each unit will be provided with an individual service and usage will be metered on an individual unit basis by the Monroe County Water Authority. Individual homeowners shall be responsible for the maintenance of their own individual water service from the easement line to their home.

The sanitary sewers will be dedicated to and maintained by the Town of Perinton. The sanitary sewers will be constructed in accordance with plans and specifications required by the Town. The entire development area associated with Hamilton Place Subdivision will be located within the newly extended Town of Perinton Consolidated Sanitary Sewer District #8 (extension #64). Each unit will be served by a four (4) inch PVC SDR-21 sanitary lateral that ties into a PVC SDR-35 sanitary sewer main with a diameter of eight (8) inches. The sanitary sewer system within the easement shall be owned and maintained by the Town of Perinton, which includes the 8" mains and manholes. Individual homeowners shall be responsible for the maintenance of their own individual sanitary lateral from the easement line to their home.

The storm drainage system will be constructed in accordance with the standards of the Town of Perinton and New York State Department of Environmental Conservation. The storm drainage system within the easement shall be owned and maintained by the Town of Perinton. The storm sewer mains will consist of 12" and 18" Smooth Interior Corrugated Polyethylene Pipe. The storm drainage system includes single wall concrete manholes of 4' and 5' diameter. All roof downspouts from the duplexes will be hard piped to the underground stormwater conveyance system. The storm sewer laterals will 6" SDR 35. Individual homeowners shall be responsible for the maintenance of their own individual storm lateral from the easement line to their home and if necessary, installation and maintenance of sump pumps to drain the sump to the storm lateral. The private roadways and adjacent lawn areas have been graded to direct surface runoff to various storm inlets. The storm drainage system will convey drainage to the stormwater management facilities. The storm water retention pond is controlled by a pond outlet control device. Storm sewers, inlets, manholes and stormwater management facilities related control structures within easements for drainage purposes will be owned and maintained by the Town of Perinton.

The Sponsor has or will be providing the Town of Perinton with an irrevocable Letter of Credit to secure the completion of public improvements, to wit: water mains, storm and sanitary sewers, all of which will be dedicated to the Town of Perinton upon their completion. No bond or other security has been posted by the Sponsor to secure the performance of its other obligations set forth in this Offering Plan. Accordingly, the Sponsor's ability to meet such obligations could depend on its financial condition at the time it is called upon to perform. (See Special Risk 3.)

At the time of its conveyance to the Association, the common property will be free and clear of all liens and encumbrances, except: (i) those created by or pursuant to the Declaration, (ii) easements and rights of way granted to governmental authorities for drainage, sewers, and other municipal purposes, (iii) public utility easements, and (iv) sewer, drainage or utility easements which may be granted in the future.

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

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

Immediately east of Hamilton Place Townhomes are two single family lots, known as Lots 33 and 34, Hamilton Place Subdivision. Lot 33 will be improved by Sponsor with a newly constructed single family detached home, and offered for sale to the general public. Lot 34 is improved by an existing single family home and is owned by Susan Brooks, the existing occupant. Lots 33and 34 are not part of the Association.

SCHEUDLE A
ESTIMATE OF OPERATING EXPENSES AND RESERVES
FOR THE FIRST TWELVE MONTHS OF OPERATION COMMENCING
JUNE 1, 2017 AND ENDING MAY 31, 2018

This estimate is prepared as of June 1, 2017, which date is a reasonable projection of when the first closing is to occur. This estimate of operating expenses and reserves has been made by the Sponsor and is based upon quotations obtained by Sponsor. This estimate cannot be construed as an assurance of actual expenses and is based merely upon information available to the Sponsor at the time of preparation.

A nominal provision has been made for real estate taxes on the Association Property; the tax assessor has advised the Sponsor that the value of the Association Property will be reflected in the assessments of the Lots. Should there be an assessment of the Association Property, nominal or otherwise, the Maintenance Assessments will necessarily be increased to fund the resulting taxes.

These operating expenses are based upon the cost of operating the project with 32 Lots transferred to third party purchasers. Each Lot transferred by the Sponsor is assessed 1/32th of the total costs of operations.

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

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

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

Schedule A
Hamilton Place Townhomes
Projected Schedule of Receipts and Expenses -
First Year of Operations Commencing June 1, 2017 and Ending May 31, 2018

	32 Units	Notes
PROJECTED INCOME		
MAINTENANCE CHARGES		
$204.89/ unit / month based on 32 units	$ 78,677.00	1
Total	$ 78,677	
PROJECTED EXPENSES		
ADMINISTRATIVE		
Legal	$ 250	2
Audit	$ 1,250	3
Office Exp.	$ 250	4
Insurance	$ 12,730	5
Management	$ 6,912	6
CONTRACTED SERVICES		
Landscape/Grounds	$ 20,878	7
Snow removal	$ 12,258	8
Gutter Cleaning	$ 1,000	9
Refuse	$ 3,318	10
Lawn Fertilization and Weed Control Program	$ 5,035	11
REPAIRS AND MAINTENANCE		
Townhomes	$ 500	12
Grounds	$ 200	13
Supplies	$ 100	14
Electric	$ 75	15
TAXES		
Property taxes	$ 400	16
Federal/State income taxes	$ 275	17
RESERVE FUND		
Road Sealing	$ 1,024	18
Road Resurfacing	$ 1,075	18
Driveway Sealing	$ 978	19
Driveways Resurfacing	$ 1,614	19
Roofing	$ 6,535	20
Siding/Gutters/Trim	0	21
Painting/Staining	$ 1,920	22
Entrance Signs	$ 100	23
TOTAL	$ 78,677	

Footnotes to Projected Budget

1. The Sponsor has made this estimate of operating income and expense. This estimate is based upon the first twelve-(12) months of operation of the Association commencing on or about June 1, 2017. This estimate is based on 32 units; the entire project is 1 phase. The estimate cannot be construed as an assurance of final expenses, and it is based on information available at the time. This estimate is prepared as of June, 2017, which date is a reasonable projection of when the first closing is to occur. The projected completion is December 2020.

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

3. Audit fees for annual audit as projected by Jeffers and Bernie, C.P.A's (Michael Jeffers), with an address of 331 N. Union Street, Spencerport, NY 14559. Fee includes the full audit, published audit statements to the Board of Directors, Owners, and preparation of all tax returns.

4. Office expenses include postage, copies, printing, payment cards or coupons, envelopes, supplies, long distance phone. This estimate is provided by the Kenrick Corporation, 3495 Winton Place, Building D, Rochester, New York 14623, 585-424-1540.

5. Insurance is based on estimates by Scott Danahy Naylon, LLC with an address of 300 Spindrift Dr. Buffalo, NY 14221

    A. The insurance quote of $12,730 is for 32 units and includes the following coverage: $4,608,000 Property Value, $1,000,000 Liability limit, $1,000,000 Umbrella and $1,000,000 Directors & Officers.

    B. The insurance policy provides that:
    Each homeowner is an additional insured party;
    There will be no cancellation without notice to the Board of Directors;
    A waiver of subrogation is included;
    A waiver of invalidity due to acts of the insured and homeowners, and
    A waiver of pro-rata reduction if homeowners obtain additional coverage.

    C. The following items are not included in the budget and are available at additional cost:
    Rent insurance; Water damage; Excess liability; Auto liability, and Garage keeper's liability.

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

6. Management fees are based on $18.00 per unit, per month. This estimate is provided by the Sponsor. This includes all accounting services including collection of monthly fees, paying all bills, annual budget preparation, attendance at monthly meetings, site inspections, fund management and periodic reserve fund studies, site supervision of contracted work, drafting maintenance bid specifications and bid procurement, delinquent account monitoring and collections, annual management letter, rules enforcement, provide professional advice guiding and reporting to a volunteer Board of Directors. (refer to the management contract)

7. This is based on bids from Property Care, Inc. with an address of 68 O'Connor Rd, Fairport, New York 14450. Services include weekly mowing of 32 units, bed maintenance, pruning & shaping, weekly clean up, spring and fall clean-up, $20,878 including applicable tax.

8. Snow removal seasonal contract for the driveways servicing the townhomes. This is based on seasonal bids from Property Care, Inc. with an address of 68 O'Connor Rd, Fairport, New York 14450. The estimate is for plowing at 2 inches of snowfall; with minimal salting or de-icing included, plus applicable tax. The main roads are private and owned by the association. This budget has been increased over the bid amount in preparation for salting and storms. Owners are responsible for their own sidewalks.

9. Budget for annual gutter cleaning. This should be completed late in the fall, after the leaves have come off the trees. This will not be required on all buildings due to the proximity of trees in the community.

10. Refuse is quoted by Youngblood Disposal Services, with an address of 35 Deep Rock Rd, Rochester, NY 14624. Service is quoted for weekly pick-up of refuse and the recycling blue box. The estimate includes a 96 gallon refuse tooter with secure lid and recycling bin for each residence.

11. Chemical applications for lawn fertilizer, lawn pest and weed control. Estimate provided by One Step Tree and Lawn Care Company, with an address of 4343 Buffalo Road, North Chili, New York 14514

12. Townhome maintenance is a category for routine repairs that is projected by Kenrick Corporation, 3495 Winton Place, Building D, Rochester, New York 14623, 585-424-1540.

13. Grounds maintenance includes occasional driveway repairs; storm clean-up of tree debris, maintenance of the creek area, occasional plant replacement, and so on as based on the experience of Kenrick Corporation, 3495 Winton Place, Building D, Rochester, New York 14623, 585-424-1540.

14. Supplies are for materials not supplied by other contractors and used by day workers in completing outside maintenance and repairs. This estimate is provided by the Kenrick Corporation, 3495 Winton Place, Building D, Rochester, New York 14623, 585-424-1540.

15. Street Light Electric: There are seven street lights in the community. The electric usage is based on number of street lights at current rate from Fairport Municipal Electric.

16. Estimates of School, State, Town, County taxes on vacant parcels of common areas of the Association noted on the site plans. This information is based on the estimated assessed value of $10,000 provided by the Perinton Town Assessor, together with current rates per thousand. The school tax rate per thousand is $23.51; the town tax rate per thousand is $4.95 and the county tax rate per thousand is $36.16.

17. Estimates of NYS Income tax to be paid by a not-for–profit corporation.

18. Roads are private. Useful life expectancy is 20 years. The topcoat of drive 30,700 sq. ft. x $.70 per sq. ft. is $21,490/ 20 years = $1,075 per year allocation to resurface in the future. Sealing maintenance is projected to occur more frequently at 3-year intervals. 30,700 sq. ft. at .10 cents per sq. ft. for quality sealer hand brushed is $3,070/ 3 years = $1,024 per year allocation.

19. Driveways are private. Useful life expectancy is 20 years. The topcoat of drive 29,340 sq. ft. x $1.10 per sq. ft. is $32,275 20 years = $1,614 per year allocation to resurface in the future. Sealing maintenance is projected to occur more frequently at 3-year intervals. 29,340 sq. ft. at .10 cents per sq. foot for quality sealer hand brushed is $2,934/ 3 years = $978 per year allocation.

20. Roofing materials have a projected life of 30 years. Replacement estimates are based on approximately 35 square of roofing per townhome. There are a total of 1,120 square or equivalent of 112,000 sq. ft. of roofing in the community. The replacement cost is 112,000 at $1.75 or $196,000/30 years = $6,535 per allocation for future re-roofing.

21. The useful life of vinyl siding, stone veneer accents, aluminum gutters, aluminum and vinyl trim/fascia is 50 years and no projections are anticipated at this time for replacement. Routine maintenance is covered in the operations portion of the budget. Notwithstanding the above, in coming years common charges may be increased to cover these items.

22. Painting trim materials not wrapped in aluminum, front doors. Projected costs for 32 units, based on current bids is $300.00 per unit x 32 units = $9,600 / 5 years = $1,920 per year. This estimate is provided by the Kenrick Corporation, 3495 Winton Place, Building D, Rochester, New York 14623, 585-424-1540.

23. Entrance signage is a masonry sign requiring minimal maintenance. Sign replacement/cleaning/maintenance is budgeted over 30 years. Current sign cost estimate for monument sign is $3000/30 = $100/yr. This estimate is provided by the Kenrick Corporation, 3495 Winton Place, Building D, Rochester, New York 14623, 585-424-1540.

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LEASING

A Lot Owner may lease any Townhome upon terms and conditions they feel appropriate, subject to the Planning Board Approval for Hamilton Place Subdivision. As part of the approval for the subdivision, the Town of Perinton required that no owner of multiple units may lease more than one unit at any time. The Sponsor will not lease Townhomes to purchasers prior to closing title to their townhome since Townhomes will be built as contracts are obtained. The Sponsor does not intend to enter into "interim leases" or to enter into leases with options to purchase. However, Sponsor will construct model Townhomes and complete Townhome buildings and it is possible that a Townhome will be leased prior to sale to a third party tenant occupant. The Sponsor agrees that any sale of a townhome unit will be made free of any rights of prior tenants, and that the prior lease of the unit will be terminated in accordance with its terms prior to the transfer of title.

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

PROCEDURE TO PURCHASE AND TRUST FUND PROVISIONS

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

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

The Escrow Agent:

The law firm of Woods Oviatt Gilman LLP, with an address at 700 Crossroads Building, 2 State Street, Rochester, New York 14614, telephone number 585-987-2800, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Louis M. D'Amato and Kelley Ross Brown, each may act independent of the other. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at M&T Bank, located at First Federal Plaza, Rochester, New York 14614 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Hamilton Place Escrow Account ("Escrow Account"). The maximum amount of insurance is $250,000.00 per account as of the date of this offering. If deposits in the aggregate are in excess of then applicable maximum amount, such deposits will not be federally insured in excess of the then applicable maximum amount.

All Deposits received from Purchaser shall be in the form of checks, money orders, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Hamilton Place Escrow Account.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

The account will be an Interest-On-Lawyer's-Account ("IOLA") pursuant to Judiciary Law Section 497. Interest earned will not be the property of the purchaser, Sponsor or Escrow agent, but rather will be paid to the New York State IOLA Fund. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The Escrow Agent shall maintain all records concerning the Escrow Account for seven years after release of the escrow funds. Upon dissolution of the Escrow Agent law firm, the former partners of the firm shall make appropriate arrangements for the maintenance of the records by one them or by a successor firm and shall notify the Office of the Attorney General of such transfer.

The Purchase Agreement:

The Purchase Agreement is attached in Part II of the Plan. The relevant escrow trust fund provisions are included in Paragraph 4 of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser:

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within fifteen (15) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

Release of Funds:

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement upon closing of title to the home; or

(b) in a subsequent writing signed by both Sponsor and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the

Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the home is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) the Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

Waiver Void:

Any provision in the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

General Terms and Conditions beyond the Escrow Account:

In addition to the above requirements of the Attorney General, under Section 71-a(3) of the New York State Lien Law YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE. Before the use of any surety bond or letter of credit in lieu of the above escrow provisions, the Sponsor must first apply to the Attorney General and disclose the terms of such alternate security in an amendment to this Offering Plan.

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

Per the Purchase Agreement (see page 45), a purchaser's obligation to purchase is not contingent on obtaining mortgage financing. A purchaser may purchase his home with mortgage financing, but the obligations and conditions of the commitment are the responsibility of the purchaser, and are not contingencies of the contract between the Sponsor and purchaser. Additionally, the purchaser is responsible to obtain a commitment which expires on or after the closing date set forth in the Purchase Agreement with the Sponsor. If the commitment expires before closing, it is the purchaser's obligation to have the commitment extended. The obligations of a purchaser under a Purchase Agreement are not conditioned on obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing.

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

Within five business days after a purchaser delivers an executed Purchase Agreement together with the required deposit, the Sponsor will either accept the offer to purchase, or reject the Purchase Agreement and refund the deposit. If the Sponsor fails to act within five business days, the purchaser may provide Sponsor with written notice that the purchase offer is null and void, and the deposit will be returned to the purchaser.

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

If Purchaser fails to fulfill Purchaser's duties and obligations according to the terms of the Purchase Agreement, all deposits made by the Purchaser, equal to 10% of the purchaser price excluding extras, may be retained by the Sponsor. In addition, the Purchaser shall pay Sponsor the full cost of all extras, upgrades and change orders that were commenced or ordered prior to the date of closing. See Section 17 of the Purchase Agreement.

The Sponsor anticipates the first Lot closing to occur on or about December 1, 2015. If a date set for closing is delayed 12 months or longer, the purchaser shall be offered rescission in accordance with the requirements of the Attorney General.

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

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

Pursuant to the Housing Merchant Implied Warranty statute of the State of New York, the Sponsor is offering an express Limited Warranty in connection with the sale of Lots in Silverton Glenn Townhomes. The Limited Warranty is in the amount of $100,000.00 and is extended to the first owner of the home. The Limited Warranty provides for Basic Coverage of one (1) year that the home will be free from latent defects that constitute defective workmanship performed by the builder, an agent of the builder or subcontractor of the builder; defective materials provided by the builder, an agent of the builder or subcontractor of the builder, or defective design, provided by an architect, landscape architect, engineer, surveyor or other design professional engaged solely by the builder. Workmanship, materials and design will be considered defective if they fail to meet the New York State Uniform Fire Prevention and Building Code or the Accepted Standards attached to the Limited Warranty. In addition to the above, the Limited Warranty provides for a two (2) year Major System Coverage of the plumbing, electrical, heating, cooling and ventilation systems of the home which have been installed by the builder. Finally, the Limited Warranty includes a six (6) year Major Structural Defect Coverage warranting that the home is free from a latent defect resulting in actual physical damage to a load bearing portion of the home making the home unsafe, unsanitary or otherwise unlivable. Load bearing portions of the home are the foundation and footings, beams, girders, lintels, columns, walls and partitions, floor systems and roof framing systems. The complete terms and conditions of the Limited Warranty are set forth on page 56 of the Offering Plan. A copy of the statute governing the Limited Warranty is set forth at page 61 of the Offering Plan. Notwithstanding the above, per General Business Law Section 777-b(4)(e)(i), the Sponsor's is obligated to construct the homes in accordance with all applicable codes, filed plans and specifications and local accepted building practices for items which are not covered by codes.

TERMS OF SALE TO THE ASSOCIATION

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

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

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

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

RIGHTS AND OBLIGATIONS OF THE SPONSOR

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

1. Defend and Indemnify. The Sponsor shall defend any suits or proceedings arising out of Sponsor's acts or omissions, and will indemnify the Association and Lot Owners.

2. Survival after Closing. All representations under this Offering Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

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

4. Financing. The Sponsor has obtained adequate financing for the construction of the Association property. The Sponsor's lender is Five Star Bank, with its principle local office located at 55 North Main Street, Warsaw, New York 14569. The Sponsor has not obtained any bonds securing its obligations under this Offering Plan.

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

The Sponsor will complete construction of the common areas and other facilities that are vital to the health and safety of the Lot Owners prior to the conveyance of the Lot, subject to the terms of this Offering Plan, including the public utilities and Coghlan Lane, Wilbury Road and Roseville Drive. If the Town of Perinton permits occupancy, and if the incomplete items are not vital to the health and safety of the Lot Owners, such as final pavement of driveways and landscaped areas, then closing may occur. The Sponsor anticipates that the project to be completed by December 2020.

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

7. Conveyance of Common Areas and Title Insurance. Prior to the transfer of title to any Lot, the Sponsor will file the Declaration and convey, by full warranty deed, the Association Property to the Association and furnish the Association with a policy of title insurance covering such property from a title company authorized to do business in New York. The policy covering the common areas shall be in the amount of the offering, which is $6,400.00.. Such policy will be furnished at Sponsor's sole cost and expense, and shall evidence marketable title. The lien of any construction loan mortgage will be released from the common areas prior to the transfer of title to the Association.

The common area is to be improved by an entrance monument, drainage pond, right of way, driveways serving the Townhomes, green space and landscaped areas. Prior to transfer to the Association, the Sponsor will assign to the Board of Directors of the Association any manufacturer's warranties with respect to such improvements.

8. File Subdivision Map and Declaration. The Sponsor will file a subdivision map in the office of the Monroe County Clerk and the Town of Perinton prior to the conveyance of the first Lot in Hamilton Place Townhomes, which map shall show the Lots upon which the dwellings are or will be located. The Sponsor will file the declaration and will convey Association property to the Association in a particular phase or section prior to closing title to the first home or lot in that phase or section. The Association property will be released from the provisions of any land or construction loan mortgages prior to closing title to the first home or lot. The Sponsor will complete construction of all streets, sidewalks and parking facilities serving a home or the building in which the home is located and any other facilities that are vital to the health and safety of the owners prior to closing title to the home. If the municipality permits occupancy, closing may occur if such facilities are not vital to the health and safety of the owners.

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

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

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

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

13. Dissolution or Liquidation. In the event of the dissolution or liquidation of the Sponsor, or the transfer of three (3) or more Lots to a purchaser who does not occupy such Lots, the principals of the Sponsor will provide reasonably, financially responsible entities or individuals who will assume the status and all of the obligations of the

Sponsor for those Lots under the Offering Plan, applicable laws or regulations. If the original Sponsor is dissolved or liquidated, the principals of the Sponsor will guaranty the obligations of the successor sponsor.

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

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

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

The Sponsor is not obligated to construct a minimum number of homes. The Sponsor is not obligated to improve or construct Association common area other than as above set forth. The Sponsor will construct homes in each related phases as Purchase Agreements are received and accepted. See Special Risk Number 1.

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

CONTROL BY SPONSOR

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

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

Sponsor may exercise veto power over expenses other than those described above, as set forth in the Declaration, for a period ending not more than five years after the closing of the first Townhome or whenever the unsold Townhomes constitute less than 25 percent of the unsold Townhomes, whichever is sooner.

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

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

HAMILTON PLACE ASSOCIATION, INC.

Hamilton Place Association, Inc. was formed on May 23, 2016 when its Certificate of Incorporation was filed under the Not-for-Profit Corporation Law of the State of New York. The purpose of the Association is to own and maintain the Association property and otherwise promote the residential character of the development for the mutual benefit of all property owners. The Association is a corporation as defined in subparagraph (5) of paragraph (a) of section 102 of the aforementioned law. The Certificate of Incorporation is set forth in Part II of this Plan. The Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (hereinafter referred to as the Declaration), which is set forth in Part II of this Plan, provides the framework and procedures by which the Association, upon conveyance of common properties to it by the Sponsor, will maintain and administer the lands and the facilities comprising the Association property. The Association will own an entrance monument, drainage pond, right of way, green space and landscaped areas. The By-Laws which shall govern the operation of the Association are set forth in Part II of this Plan.

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

The maximum number of Townhomes is 32.

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

Summary of the Declaration.

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

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

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

Article III - The Association Structure, Membership and Voting Rights

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

Membership shall be converted into Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote.

Article IV - Property Rights and Easements

Every Member shall have:

a) A right of easement and enjoyment in Association property;

b) An easement of ingress and egress by foot over Association property, and by vehicle over paved Association property built and intended for such purpose;

c) An easement to use and maintain all pipes, wires, conduits, drainage areas and public utility lines servicing such Member's Lot and located on other Lots or on the Association property;

d) An easement over Association property and over the property of any adjacent Lot for performance of routine maintenance on a Member's Townhome;

e) An easement of ingress and egress by foot over the side and rear 10 feet of all Lots for routine and necessary maintenance purposes.

f) An easement of ingress and egress by foot and vehicle for the use and enjoyment of the paved common access drives.

These rights and easements shall be in common with other Members of the Association and are subject to the rights of the Association (i) to promulgate rules and regulations relating to the use, operation and maintenance of Association property; (ii) to grant easements or rights of way to utility corporations or governmental entities; (iii) to transfer Association property upon the consent of two-thirds (2/3) of all Members; (iv) to charge reasonable fees for the use of Association property; (v) to enter into agreements for the sharing of facilities with other associations, cooperatives or condominiums upon the consent of two-thirds (2/3) of all Members. Such rights shall be subject to the rights of the Sponsor (i) to have or grant easements and rights of way for access to, and utility lines for, the development of the Lots and (ii) to use the Association property for a sales center and parking area for prospective purchasers. The rights of each Member shall further be subject to the right of any other Member to maintain and use the pipes, wires, conduits, etc. servicing such other Member's Lot.

The Association shall have:

a) The right to use electricity for *incidental* maintenance of Association property without charge;

b) The right to use water without charge;

c) An easement to permit the maintenance, repair and replacement of paved areas, light standards, signs and other property of the Association;

d) An easement for access to each Lot for the maintenance, repair and replacement of the exterior of the dwellings and the storm water, sanitary and utility laterals, either because it is the Association's duty or because the Owner has failed to perform his obligations;

e) An easement for access to each Lot for the maintenance, repair and replacement of any pipes, wires, conduits, drainage areas, utility lines and facilities and cable television lines and facilities located on any Lot and servicing any other Lot;

f) An easement over the Lots for placement, maintenance, repair and replacement of utility banks, telephone and cable television pedestals.

Article V - Assessments

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

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

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

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

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

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

Article VI - Maintenance by the Association

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

a) Maintenance of the entrance monument and lighting, and those landscaped areas within the perimeter of Townhome Lots and Association property.

b) With respect to the Townhomes, including garages, the Association shall repair and replace the exterior siding, gutters, downspouts and roofs. The Association shall paint the wood surfaces of trim, windows and doors, and seal or stain decks. The Association shall not repair or replace windows, skylights, window panes, doors, garage doors, storm doors, decks, or maintain, repair or replace porches, stone pavers or stoops, patios or concrete walks. Exterior items that are vinyl coated and

require no or low level maintenance will be maintained in accordance with manufacturers' recommendations. The Association shall not be responsible for the removal of snow from roofs.

c) With respect to the other improvements on the Townhome Lots, the Association shall stain, repair and replace fences or railings and decks initially installed by the Sponsor, but shall not repair or replace spalling concrete walks, stoops or porches, and shall repair those portions of sewer, water, and storm water utility laterals (limited, however, to repair necessitated by leakage or structural failure) servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality or other entity. A lateral shall be deemed to terminate at the outer surface of the foundation wall.

d) Plowing of snow from the paved areas, excluding walks.

e) Obtain and maintain (i) fire and casualty insurance on the Townhomes, (ii) fire, casualty and liability insurance on the Association property and (iii) directors' and officers' liability insurance for the officers and directors of the Association. (See Sections 9.01 and 9.03 of the Declaration for specific types of coverage obtained by the Association and coverage which is not obtained by the Association.)

f) Enforcement of restrictive covenants and establishment of rules and regulations governing the use of the Association Property and the conduct of the Lot Owners.

g) Maintenance, including repair and replacement, as necessary, of the Association property, including paved areas, walks, signs, and those portions of sewer, water, and storm water utility laterals (limited, however, to repair necessitated by leakage or structural failure) servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality or other entity. A lateral shall be deemed to terminate at the outer surface of the foundation wall.

h) Replace landscape plant material, including trees and shrubs, which lie over the easement granted to a public agency for sewers and water services, in the event these landscape materials are damaged or destroyed in the course of maintenance or repair by others.

Article VII - Architectural Controls

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

Article VIII - Party Walls and Encroachments

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

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

Article IX - Fire and Casualty Insurance, Reconstruction

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

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

Fire and casualty coverage shall be for the unit value of each Townhome, including the wall to wall carpeting, lighting fixtures, bathroom fixtures, built-in appliances, wall coverings, and all machinery servicing the Lots and common facilities, excluding the land, foundations, the personal property of Lot Owners and occupants, and any improvements or alterations (including upgrading of appliances, kitchen cabinets, carpeting or lighting fixtures, built-ins and wall coverings) made by present or prior Lot Owners or occupants, and Lots for which the Sponsor is not paying full Maintenance Assessments as provided in Section 5.04 of the Declaration. The policies shall not provide for coinsurance. For additional provisions, endorsements and coverage see Section 9.01 of Declaration. The policies shall provide that adjustment of loss shall be made by the Board of Directors of the Association.

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

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

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

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

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

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

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

Article X - General Covenants and Restrictions

There are general prohibitions against the following unless the consent of the Architectural Committee and/or Board of Directors, where applicable, has first been obtained:

a) Placing or displaying for public view any advertisement or sign, other than a professional shingle indicating the name of a firm or person and such person or firm's profession, unless the size, materials, design, style and color of which has been first approved by the Architectural Committee, and a permit issued by the Town of Perinton.

b) The Association may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of pets and (ii) prohibit certain types of pets entirely. Pets may be allowed outdoors only when accompanied by a responsible person, and dogs shall be leashed. Provided an Owner obtains the prior written consent of the Association, an underground pet containment system may be installed. Assuming the Owner has installed an underground pet containment system, a pet may be let outdoors within the area of the underground pet containment system in the company of a responsible person, but need not be leashed. No above ground or visible pet containment enclosures shall be permitted. The Association shall have the right to require any Owner, any tenant of any Owner, or any family member or guest of any Owner or tenant to dispose of any pet, if, in the opinion of the Association, acting in its sole discretion, such pet is creating a nuisance because, e.g., the Owner does not clean up after the animal, the animal is too noisy or the animal is not properly controlled. Dogs and cats must be cleaned up after by their owners.

c) Construction of walls or fences other than chain link fences.

d) Using a temporary building, trailer, basement, tent, shed or garage as a dwelling.

e) Outside antennas or dishes, subject to Association consent which shall be in compliance with Federal regulations.

f) Removal of any tree or shrub (this restriction shall not apply to the Sponsor).

g) Operation of a snowmobile.

h) Use of the property for wholesale or retail business or service occupations in conflict with applicable municipal laws and ordinances.

i) Outside storage for more than one 72 consecutive hour period per month of a commercial or recreational vehicle, unlicensed vehicle, camper, boat, truck or trailer.

j) Outdoor performance of repair work (other than minor servicing) on any motor vehicle, boat or machine.

k) Outdoor drying or airing of any clothing or bedding outside of enclosed private yards.

1) Oil and mining operations.

m) Noxious or offensive activities;

n) Keeping out of doors overnight any commercial vehicle weighing two (2) or more tons or any unlicensed vehicle in excess of a 72 hour period;

o) Construction of chain link fences;

p) Owners of townhomes may lease their dwelling, subject to the Planning Board Approval for Hamilton Place Subdivision. As part of the approval for the subdivision, the Town of Perinton required that no owner of multiple units may lease more than one unit at any time.

Article XI - Enforcement, Amendment and Duration of the Declaration

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

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

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

The Declaration shall continue in full force and effect until December 31, 2030 and shall be extended, as then in force, automatically and without further notice, for successive periods of ten (10) years.

Management and Operation.

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

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

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

The initial Board of Directors will be composed of James R. Barbato, Helen Barbato and James P. Barbato. The initial officers of the Association are James P. Barbato, President; James R. Barbato, Vice-president; Helen Barbato, Secretary and Treasurer. James P. Barbato, the sole principal and shareholder of the Sponsor, is the son of James R. Barbato and Helen Barbato. The business address of these individuals is 1501 Pittsford Victor Road, Suite 200, Rochester, New York, 14623.

As long as the Sponsor has unsold homes or Lots which are offered for sale pursuant to the Offering Plan, Sponsor shall amend the plan whenever there is a change in the budget or when one year has passed since the last budget

was updated, and include the prior year's certified financial statements, if such are provided to homeowners pursuant to the terms of this Offering Plan.

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

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

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

Membership and Voting Rights.

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

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

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

Assessments.

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

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

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

The lien of the Assessments shall be subordinate to the lien of any purchase money first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment.

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

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

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

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2 State Street, Rochester, New York 14614
P 585.987.2800 F 585.454.3968

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November 1, 2016

Pride Mark Homes, Inc.
1501 Pittsford Victor Road, Suite 200
Victor, New York 14564

Attn: Mr. James P. Barbato

Re: Hamilton Place Association, Inc.

Gentlemen:

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

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

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

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

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

1. It must be organized and operated for exempt function purposes;

2. At least 60% of its gross income must be received as membership dues, fees, or assessments from the Lot Owners;

3. At least 90% of the association's expenditures must be for the acquisition, construction, management, maintenance and care of association property;

4. No part of the association's earnings may inure to the benefit of any individual except through a rebate of excess membership dues or directly through the acquisition or upkeep of association property;

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

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

The Association will be subject to a franchise tax imposed under Article 9-A of the New York Tax Law. The Association will not be exempt from New York sales taxes.

Enforceability of Declaration Provisions: The provisions of the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (the "Declaration") when recorded will be legal and valid. We do not assure future enforceability if the applicable law changes. The case law with respect to enforceability of covenants, conditions and restrictions, such as are contained in the Declaration, is constantly developing. In addition, the enforceability of some provisions of the Declaration will depend on factors other than the actual text of the document such as the establishment, reasonableness, dissemination, timeliness and uniformity of enforcement of rules, regulations and architectural standards by the homeowners association.

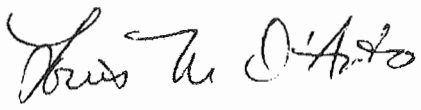
Site Plan Approval: We have received copies of the Perinton Town Board Resolution, dated May 4, 2016 and based upon this information, it is our opinion that if Hamilton Place is built in accordance with the plans and specifications, it will conform to applicable zoning ordinances and statutes.

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

We understand that this letter will be made part of Hamilton Place Association, Inc. Offering Plan.

Very truly yours,

WOODS OVIATT GILMAN LLP



Louis M. D'Amato

LOCAL GOVERNMENT APPROVAL

On May 4, 2016, the Perinton Town Board approved the Zoning, Final Subdivision and Site Plan for Hamilton Place Townhomes. The Sponsor will provide the Association with a preliminary subdivision map and with a filed subdivision map when received.

WORKING CAPITAL FUND

This offering does not involve a working capital fund.

RESERVE FUND

The Association's reserve fund is part of the common charge assessment as discussed in the Budget Section of this Plan. See pages 6 and 27 regarding maintenance, as well as page 11 for the common charge information discussing maintenance. It is believed the reserve fund is sufficient to meet the Association's reserve fund needs based on the level of service discussed in the Budget Section of this Plan. However, if additional funds are required, the Association may consider borrowing funds from an institutional lender or assessing members a special assessment. Interior and exterior maintenance of the Townhomes is discussed in detail elsewhere in this Offering Plan.

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

MANAGEMENT AGREEMENT

The Sponsor will act as Managing Agent of the Association during the Sponsor's period of control of the Board of Directors. Sponsor's experience in this area includes the past and/or continuing management of Amberwood Homeowners Association, Inc., Meadowbrook Homeowners Association, Inc., Mayfair Park Homeowners Association, Inc., The Greens Townhomes Owners Association, Inc., Arbor Ridge Association, Inc., and Arbor Creek Association, Inc., through the acts of its principle, James P. Barbato. For its services, the Sponsor will receive a fee of $18.00 per Lot per month, which amount is a reasonable market rate. In addition, the Sponsor will receive reimbursement for all out-of-pocket expenditures. The form of Management Agreement is set forth as an exhibit to this Offering Plan.

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

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

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

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

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

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

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

IDENTITY OF PARTIES

SPONSOR

Pride Mark Homes, Inc., a New York corporation, with its principal office and business address of 1501 Pittsford Victor Road, Suite 200, Victor, New York 14564. Pride Mark Homes, Inc. was incorporated May 5, 1980.

The sole principal of Sponsor is James P. Barbato, President, with a common business address of 1501 Pittsford Victor Road, Suite 200, Suite 6D, Rochester, New York, 14623. James P. Barbato is president of the corporation and is responsible for day to day operations, arranging interim and permanent financing for projects, and for personnel management at the managerial level. Jim grew up on the job site and formed an appreciation for hard work while on a framing crew for his father. He graduated in 1995 from the University of Buffalo with a Bachelor's degree in Economics, and earned his Executive MBA from Simon Business School in 2008. Jim continues to carry the values that his father instilled in him while adapting homebuilding to the evolving needs of our community. Pride Mark Homes has flourished into a complete general contracting company; building apartments, light commercial, assisted living and skilled nursing facilities. Pride Mark Homes has developed 20 neighborhoods and built more than 1500 homes.

Jim is a licensed NYS Real Estate Broker. With this knowledge, Sponsor will act as the selling agent for this Offering Plan.

The Sponsor and its principal participated in the development of the following, and all filings with the Attorney General's Office are current:

1. Arbor Creek Association, Inc. (NYS Attorney General Filing No. H15-0004), Perinton, New York, an association for which a valid offering plan is on file with the Attorney General's Office (initial filing date October 30, 2015). Lot sales are ongoing and Sponsor has paid in full all common charge and other financial obligations due and payable.

2. Arbor Ridge Association, Inc. (NYS Attorney General Filing No. H09-0019), Perinton, New York, an association for which a valid offering plan is on file with the Attorney General's Office (initial filing date March 15, 2010). All lot sales are complete and Sponsor has paid in full all common charge and other financial obligations due and payable.

3. The Greens Townhomes Homeowners Association, Inc. (NYS Attorney General Filing No. NA12-0090), Henrietta, New York, an association for which a valid no action letter is on file with the Attorney General's Office (initial filing date November 7, 2013). Lot sales are in process and Sponsor has paid in full all common charge and other financial obligations due and payable.

Neither the Sponsor, nor any principal, has been convicted of any felony. Neither the Sponsor, nor any principal, been the subject of any prior bankruptcy, conviction, injunction or judgment that may be material to this Offering Plan.

CONSULTANTS

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

Budget Review

Kenrick Corporation, 3495 Winton Place, Building D, Victor, New York 14564, 585-424-1540. Kenrick Corporation has been managing real estate properties since 1982, and currently manages 35 developments, including apartments, condominium and homeowner associations. There is no relationship, financial or otherwise, between the Sponsor and the Kenrick Corporation.

Survey and Engineering

The DDS Companies ("DDS"), 45 Hendrix Road, West Henrietta, New York 14586. DDS is an engineering firm with principals licensed by the State of New York. The DDS Companies Engineering Division is a full service civil engineering firm that specializes in land planning, civil site design, surveying, and entitlement services in support of land development projects. The Construction, Utilities, Engineering, and Environmental Divisions of The DDS Companies have engaged in a wide range of projects throughout New York, Pennsylvania, Ohio, and West Virginia. There is no relationship, financial or otherwise, between the Sponsor and DDS.

Legal Counsel

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

Managing Agent

In accordance with the terms of the Offering Plan, the Sponsor will act as Managing Agent for the Association during the initial period of development.

REPORTS TO MEMBERS

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

1. An annual certified financial statement to be received at the Annual Meeting. The Association's annual financial statement will be certified while the Sponsor is in control of the Board of Directors.

2. Notice of the Annual Meeting, to be given not less than ten (10) days or more than 30 days before the date of the Annual Meeting.

3. A copy of proposed budget for the Association 30 days before the date a new monthly common charge becomes effective. While the Sponsor is in control, the budget will be certified by an expert as to adequacy.

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

DOCUMENTS ON FILE

Copies of this Offering Plan and all exhibits or documents filed with the New York State Attorney General shall be available for inspection by prospective purchasers and by any person who shall have purchased securities

offered by this Offering Plan or who shall have participated in the offering of such securities, at the on-site office of the Sponsor and shall remain available for inspection for a period of six (6) years from the date of transfer of the first Lot.

GENERAL INFORMATION

Pending Litigation

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

Non-Discrimination

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

Right to Rescind

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

No Offering to Minors

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

No Prior Offering

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

No Contracts Binding Association

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

Offering Plan is Fair Summary

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

PURCHASE AGREEMENT

THIS AGREEMENT made the_____ day of _____, 201__ by and between PRIDE MARK HOMES, INC. having an office at 1501 Pittsford Victor Road, Suite 200, Victor, New York 14564 ("Seller") and

_____, residing at

_____ ("Purchaser").

In consideration of the mutual promises herein made, Seller agrees to sell and Purchaser agrees to purchase the premises described below for the price and upon the terms and conditions set forth below.

1. PREMISES: Those certain premises located in the Town of Perinton, County of Monroe and State of New York, known and having a mailing address of

_____, and designated as Lot No. _____ of the Hamilton Place Subdivision, on a map filed in the Monroe County Clerk's Office.

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

2. PRICE: Purchaser shall pay to Seller for the premises the following sum:

Initial Base Price	$_____
Extras Per Exhibit B—Pricing Worksheet	+_____
Total Purchase Price	$_____

The Purchaser shall pay the sum of $_____ upon executing this Agreement.

The Purchaser shall pay the sum of $_____ upon removal of all contingencies, and the balance of the Total Purchase Price, plus extras and less credits, shall be paid upon delivery of the deed.

Due to market conditions and volatile supply and demand pressures on building materials and/or labor costs outside of the control of the Seller, which may cause an increase in raw material and/or labor costs to the Seller, ***Seller advises Purchaser that the purchase price set forth above is guaranteed if all contingencies are removed from this Contract within 45 days from the date Seller and Purchaser sign this contract.*** If the 45 day purchase price guarantee is not met, Seller shall notify Purchaser of the increase in purchase price by means of a written change order, and Purchaser shall have five (5) calendar days to accept the increased purchase price. If the increased purchase price is not accepted by the Purchaser, either party shall have the option of terminating this contract, and any deposit shall be refunded to the Purchaser.

3. DWELLING: Seller agrees to sell and Purchaser agrees to purchase the

_____, now on the premises or to be constructed on the premises in accordance with plans and specifications on file in the office of Pride Mark Homes, Inc., in accordance with Exhibit A attached, including the Extras requested by Purchaser. Purchaser understands that he may make changes and alterations in the plans provided that such changes are made prior to the start of construction and are listed on a change authorization form signed by Purchaser and Seller.

Purchaser understands that the model home constructed by Seller may contain furnishings, carpeting and special features and fixtures which are not included in, and which are or may be more expensive than, those included in the property which Purchaser is purchasing.

Seller reserves the right to: (i) make changes or substitutions of materials or construction for items as set forth in the plans and specifications, provided any such changes are of comparable value and quality; (ii) determine the grading, elevation, location and design of all plots, dwellings, decks, heat pumps and landscaping to fit into the general pattern of the project; and (iii) determine elevation and location of foundations, driveways and streets to conform to topographical conditions.

Seller has the option to change grades, foundations and footings and setback of the dwelling if underground conditions are such that the original placement makes it inadvisable to construct where originally agreed upon. Underground conditions can be the result of rock, water, soil type or any other condition which in the judgment of Seller would necessitate a change in elevation or setback, or result in extraordinary construction costs or necessitate unusual construction methods. If underground conditions are severe and unusual costs or construction methods would be incurred, Seller shall have the right to cancel this contract by written notice to Purchaser.

Seller will attempt to preserve trees on the site. Seller, however, shall not be responsible for trees which die after closing or for removal of such trees.

4. DEPOSITS: The law firm of Woods Oviatt Gilman LLP, as attorneys, with an address at 700 Crossroads Building, 2 State Street, Rochester, New York 14614, telephone number 585-987-2800, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Louis M. D'Amato and Kelly Ross Brown. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

The Escrow Agent has established the escrow account at M&T Bank, located at First Federal Plaza Office, Rochester, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Hamilton Place Town Homes Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000. Any deposits in excess of $250,000 will not be insured.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Hamilton Place Town Homes Escrow Account.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement/Escrow Agreement.

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

Fund. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within fifteen (15) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit:

(a) upon closing of title to the townhome; or
(b) in a subsequent writing signed by both Sponsor and Purchaser; or
(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the townhome is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) the Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or
(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

Any provision of the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

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

5. RISK OF LOSS: Risk of loss or damage to the premises until transfer of title shall be assumed by the Seller. If any damage to the premises occurs prior to transfer of title and Seller determines that it cannot repair or restore such loss or damage, this Agreement shall terminate without any further liability of one party to the other, and Purchaser shall have his deposits returned in accordance with paragraph 4 of this Agreement.

6. SURVEY: Seller shall furnish at Seller's expense an instrument survey made by a land surveyor duly licensed by the State of New York, showing the premises above described and the location of all buildings, improvements and other structures affecting the premises.

7. DEED: At closing, Seller shall deliver to Purchaser a warranty deed, with lien covenant, conveying marketable title in fee simple, free and clear of all liens and encumbrances except as provided in this Agreement.

8. SEARCHES: Seller agrees to provide an abstract of title, guaranteed tax search and a United States District Court search to the time of transfer, showing marketable title as provided in this Agreement. The searches will be provided to Purchaser's attorney at least fifteen (15) days prior to transfer.

9. CERTIFICATE OF OCCUPANCY: At the time of closing, Seller agrees to deliver to Purchaser a Certificate of Occupancy, subject to weather related items.

10. INSPECTION: Prior to closing, Purchaser shall have the right to inspect the premises upon reasonable notice to the Seller.

11. POSSESSION: Purchaser shall have possession and occupancy of the premises from and after the date of delivery of the deed.

□ Check if paragraph 12 is applicable

12. MORTGAGE LOAN FOR PURCHASER: This Agreement is contingent upon Purchaser obtaining and accepting within 30 days from date of this Agreement a written

commitment for a mortgage loan in an amount not to exceed $_____, at an interest

rate not to exceed _____%, for a term of _____ years, from a lending institution. The contingencies of the mortgage commitment shall not be contingencies of this Agreement, and shall be the sole responsibility of the Purchaser. Issuance and acceptance of the written commitment by the Purchaser shall be a waiver and satisfaction of this contingency. If Purchaser cannot obtain and accept such commitment within the stated period, then either Purchaser or Seller may cancel this Agreement by giving written notice to the other. In that event, this Agreement shall be null and void and both parties released from any and all liabilities. Deposits, with interest if any, shall be returned to the Purchaser less the full cost of all Extras described in Exhibit B attached which were commenced, at the written request of Purchaser, prior to receipt by Seller of advice of the disapproval of the mortgage. In the event the cost of the Extras commenced by Seller exceeds the amount of the deposits, Purchaser shall promptly remit to Seller the difference.

13. ADJUSTMENTS AT CLOSING: There shall be prorated and adjusted as of the date of transfer of title: water charges, pure water charges, current taxes computed on a fiscal year basis, rents, and Association assessments. Purchaser will accept title subject to, and will pay, all assessments and installments of assessments for local improvements which are not payable as of date of delivery of deed and which, if any, appear on the current tax rolls.

14. COSTS: Purchaser shall pay for any fees incurred in recording of the deed and mortgage and for the New York State Mortgage Tax. Seller shall pay the cost of the required Real Estate Transfer Tax Stamps to be affixed to the deed. Purchaser shall pay for the fee and mortgagee title insurance policy, as may be required. Purchaser agrees to reimburse Seller upon transfer of title for the Town of Perinton Recreation Fee, the Water Meter Fee, and the Sewer Tap In Fee.

15. CLOSING: After removal of all contingencies, Seller shall notify Purchaser of the appropriate time to meet with the Seller's representative and begin making selections pursuant to the Seller's selection sheets and schedule. Failure to complete all selections by

_____ will cause a delay in the completion date contained in this paragraph 15, and/or at Seller's option, Seller may complete selections on behalf of Purchaser and this Agreement shall continue in full force and effect.

The Seller estimates construction to begin on or about _____, 201___. The Seller shall have no obligation to commence construction until all contingencies are satisfied and removed in writing signed by the Purchaser and delivered to the Seller, and Purchaser has paid all required deposits. Seller shall not be obligated to commence construction until Seller has received non-contingent contracts for two units within the subject building. If construction is not commenced within 45 days of the estimated construction start date, provided all contingencies have been removed from this Agreement in writing and Purchaser has paid all required deposits, Purchaser shall have the option of selecting another townhome unit.

The dwelling shall be completed and ready for occupancy (the "Occupancy Date") on or about the latter of (y)

_____ months from the "Commencement Date" (defined below) and (z) _____, 201___. The Commencement Date shall be the last date on which each of the following shall have been accomplished: the commencement of construction, the removal of all contingencies, the payment of all required deposits, and the completion of all selections. Seller, in its sole discretion, may begin construction prior to the Commencement Date. In the event the framing of the building of which this dwelling forms a part is completed on the date this Agreement is accepted by the Seller, the Occupancy Date shall be _____ months from the last date on which the Purchaser removed all contingencies, paid all required deposits and completed all selections (the "Interior Build Date"). Seller will provide Purchaser with a written notice confirming the Commencement Date or Interior Build Date, as applicable, which notice shall also confirm the Occupancy Date.

The Occupancy Date may be delayed due to circumstances beyond the Seller's control, including, but not limited to adverse weather, material shortages, strikes, labor troubles, damage by fire or other casualty, theft, governmental restrictions, or delay in receipt of materials special ordered for Purchaser, in which event the closing date shall be extended accordingly without liability to Seller.

Purchaser agrees to accept transfer of title and make all payments provided for herein within ten (10) days of being notified of completion. Transfer of title shall be completed at the offices of Woods Oviatt Gilman LLP or at the office of the mortgagee's attorney.

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

The parties agree that the residence shall be deemed complete for closing when a Certificate of Occupancy is issued. Seller shall complete construction of all streets, sidewalks and parking facilities serving the Purchaser's home prior to closing title, but if incomplete, the Seller may close on the Purchaser's home if the town permits occupancy. All incomplete work shall be itemized before closing at a meeting between Purchaser and Seller. Purchaser agrees that the full purchase price will be paid at closing and no amounts will be withheld by Purchaser from Seller for incomplete work.

If there is a lender involved in this transfer, and the dwelling or its environs shall not be fully completed at the time set by the Seller for the closing of title, the incomplete item(s) will not constitute an objection to closing provided that the lending institution granting Purchaser's mortgage issues an inspection report and an escrow fund is deposited by the Seller with the lending institution if required under its report, and further provided that Purchaser shall have the right to delay the closing of title until a temporary Certificate of Occupancy has been issued. The escrow fund shall be paid by the lending institution directly to the Seller when the lending institution, in its sole discretion, deems the items for which the escrow is held to be completed. Purchaser shall receive credit at closing for any funds so held in escrow.

If there is no lender involved in this transfer, and the dwelling or its environs shall not be fully completed at the time set by the Seller for the closing of title, the incomplete item(s) will not constitute an objection to closing provided the Town of Perinton has issued a temporary or final Certificate of Occupancy. The parties shall establish a list of incomplete items, which shall provide for the manner of completion and the estimated time of completion. No escrow will be held for punch list items. If an incomplete item has a cost of completion in excess of $1,000.00, then a written escrow for that item will be established with Seller's attorney.

16. FAILURE TO DELIVER OR REJECTION OF TITLE: Should Seller be unable to or fail to deliver title to the premises in accordance with the provisions of this Agreement, or in the event that Purchaser raises objection to Seller's title or to any improvements, which, if valid, would render the title unmarketable, or render the present or intended use of the improvements illegal (being in violation of any effective law, ordinance, regulation or restriction) Seller shall have the right to cancel this Agreement. Seller shall cancel by giving written notice of cancellation to Purchaser and it is agreed that Seller's liability shall be limited to the return of Purchaser's deposits, with interest if any, and upon their return, this Agreement shall become null and void; provided, however, if Seller shall be able within a reasonable length of time to cure the objection or if either party secures a commitment for title insurance at standard rates

to insure against the objection raised or title insurance acceptable to Purchaser, Purchaser shall pay the cost of the title insurance and this Agreement shall continue in full force and effect.

17. PURCHASER'S FAILURE TO TAKE TITLE: Upon the Purchaser's failure to take title or the Purchaser's failure to make prompt and proper application for his mortgage, this Agreement shall become null and void and the deposits, with interest if any, up to a maximum of 10% of the purchase price excluding Extras, shall belong to the Seller, in addition to which the Purchaser shall pay Seller the full cost of all Extras in Exhibit B which were commenced or ordered prior to the date of closing, and reasonable attorneys' fees and court costs, if incurred to enforce Seller's remedies, all of which shall be liquidated damages.

32. REPRESENTATIONS: This Agreement constitutes the entire agreement between Seller and Purchaser and supersedes all prior or other agreements and representations in connection with the sale and purchase. Purchaser has not relied on any representation as to size, dimensions or other characteristics of the lot, site landscaping, dwelling or the Association, except as presented in the Offering Plan. Purchaser agrees that by acceptance of the deed, Purchaser (a) will be a member of the Homeowners Association and thus liable for Association assessments, and (b) will own his property subject to rights of the Association in accordance with the Declaration. This Agreement cannot be modified except in a writing signed by both parties. All the terms, covenants, provisions, conditions and agreements set forth or provided for shall be binding upon and inure to the benefit of the parties and their assigns.

19. MERGER: Delivery and acceptance of a deed by Purchaser shall be full compliance by the Seller with all the terms of this Agreement and a release by the Purchaser of any and all rights, obligations, claims or causes of action against the Seller, except as set forth in the Limited Warranty. The dwelling shall be regarded as completed in accordance with plans and specifications except for the specific items which Seller agrees, prior to closing, will be completed or repaired.

20. ASSIGNMENT: This Agreement may be assigned by Seller, but may not be assigned by Purchaser without Seller's written consent.

21. LIMITED WARRANTY: THE SELLER MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, NO HOUSING MERCHANT IMPLIED WARRANTY, NO IMPLIED WARRANTY OF FITNESS, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS CONTRACT OR THE HOME AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS PROVIDED IN THE LIMITED WARRANTY ANNEXED TO THIS CONTRACT. THE EXPRESS TERMS OF THE LIMITED WARRANTY ARE HEREBY INCORPORATED IN THIS CONTRACT AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE THEREOF. SELLER DOES NOT WARRANT CONSUMER PRODUCTS INSTALLED WITHIN THE HOME, INCLUDING BUT NOT LIMITED TO ANY HEAT PUMP, FURNACE, AIR CONDITIONING SYSTEM, SMOKE DETECTOR, METERS, WATER HEATER, RANGE, DISHWASHER, REFRIGERATOR, AND DISPOSAL. SELLER SHALL PROVIDE AND ASSIGN TO PURCHASER THE MANUFACTURER'S WARRANTY FOR ALL CONSUMER PRODUCTS INSTALLED BY SELLER IN THE HOME PURSUANT TO THIS AGREEMENT.

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

22. ADDENDA TO THIS CONTRACT: Attached to and made a part of this Agreement are the following:

Exhibit A - Building Specifications.
Exhibit B - Pricing Worksheet
Exhibit C - Floor Plan
Exhibit D -

□ Check if paragraph 23 is applicable

23. NO OUTSIDE BROKER COMMISSIONS: Purchaser represents that no broker has been contacted or engaged in connection with the procurement of this Agreement. Should this representation be contrary to fact, Purchaser shall pay any commission due and hold the Seller harmless from any claim or liability therefor arising out of the act or inaction of the Purchaser. This representation shall survive the closing and delivery of the deed to Purchaser. Reliance Associates, Inc. is the Listing Broker retained by Seller. Seller will pay the listing broker commission. James P. Barbato is a licensed New York brokers acting on their own behalf.

□ Check if paragraph 24 is applicable

24. OUTSIDE BROKER COMMISSIONS: Purchaser represents that no broker other than

_____ has been contacted or engaged in connection with the procurement of this Agreement. Should this representation be contrary to fact, Purchaser shall pay any commission due any other broker and hold the Seller harmless from any claim or liability therefor arising out of the act or inaction of the Purchaser. This representation shall survive the closing and delivery of the deed to Purchaser. Seller agrees to pay the named broker a commission in the amount of three percent (3.00%) of the initial base price upon transfer of title. Seller shall not be obligated for the broker's commission if this transaction shall fail to close for any reason whatsoever. Reliance Associates, Inc. is the Listing Broker retained by Seller. Seller will pay the listing broker commission. James P. Barbato is a licensed New York brokers acting on their own behalf.

25. LIFE OF OFFER: This offer is good until the ____ day of _____, 201__, at which time it shall be null and void.

26. PURCHASER'S ATTORNEY APPROVAL: This Purchase Agreement is contingent upon Purchaser securing attorney's approval within one week of acceptance by Purchaser and Seller. Failure of Purchaser's attorney to either approve or disapprove within one week shall be deemed an approval.

THE PURCHASER ACKNOWLEDGES THAT A WRITTEN COPY OF THE TERMS OF THE LIMITED WARRANTY HAVE BEEN PROVIDED FOR THE PURCHASER'S EXAMINATION PRIOR TO THE TIME OF THE PURCHASER'S EXECUTION OF THIS CONTRACT.

IN WITNESS WHEREOF, the Purchaser has caused this instrument to be duly executed the day and year first above written.

_____
Purchaser

_____
Witness

_____
Purchaser

ACCEPTANCE

Seller hereby accepts this offer and agrees to sell on the terms and conditions set forth.

Dated:_____ Pride Mark Homes, Inc.

_____ By:_____
Witness

The undersigned broker/agent hereby executes this Agreement to acknowledge its consent to the terms herein concerning the outside brokerage commission.

Dated:_____

_____ _____
Witness Broker/Agent

ESCROW AGENT ACCEPTANCE

The Escrow Agent agrees to the terms and conditions above set forth with respect to the Deposit and Escrow Account.

Woods Oviatt Gilman LLP, as attorneys

DATED:_____ By: _____

GENERAL INFORMATION

Buyer's Name: _____

Buyer's Address: _____

Buyer's Phone Number: _____ Fax Number: _____

Seller's Attorney:

Louis M. D'Amato, Esq.
Woods Oviatt Gilman LLP
700 Crossroads Building
Two State Street
Rochester, New York 14614
Phone 585-987-2823
Fax 585-987-2923

Buyer's Attorney:

_____

_____

_____

Phone _____

Fax _____

EXHIBIT D
SALE CONTINGENCY

Lot No. _____ of Hamilton Place Subdivision, Perinton, Monroe County, New York.

The undersigned hereby agrees that the Purchase Agreement dated _____, 201__, is hereby modified as follows:

The Purchase Agreement is contingent upon Purchaser securing a firm contract for the sale

of his property located at _____

no later than _____, 201___. If Purchaser is unable to obtain a firm contract for the sale of his property by such date, then either Purchaser or Seller may cancel the Purchase Agreement by written notice to the other.

If Seller receives and accepts another purchase offer, Seller shall notify Purchaser in writing (the "Bump Notice") that Seller desires to accept the other purchase offer subject to the non-performance of this Purchase Agreement, and Purchaser will then have 24 hours (the "Bump Period") to remove this sale contingency by written notice to the Seller. Upon receipt of the Bump Notice, Purchaser may only remove this sale contingency if Purchaser provides Seller with evidence of a non-contingent mortgage commitment and immediately available funds totaling the purchase price of the dwelling (the "Purchase Ability"). If Purchaser does not remove this sale contingency and provide Seller with evidence of Purchase Ability after receiving the Bump Notice, Purchaser's rights under the Purchase Agreement shall terminate following passing of the Bump Period, the deposit with interest, if any, shall be refunded, and Seller shall be free to proceed with the other purchase agreement. Purchaser may not evidence Purchase Ability if Purchaser's mortgage loan commitment requires, or may require, the sale and transfer of Purchaser's property, and or the completion of any other requirement (excepting only the execution of routine loan documents) as a condition of the mortgage lender disbursing the mortgage loan proceeds.

Except as modified by the above paragraphs, the original terms and conditions of the Purchase Agreement are hereby ratified and remain in full force and effect.

Dated: _____, 201__.

_____
Purchaser

_____
Purchaser

PRIDE MARK HOMES, INC.

Dated: _____, 201__.

BY:_____

LIMITED WARRANTY

NAME OF PURCHASER(S): _____

ADDRESS OF PURCHASER(S): _____

_____

ADDRESS OF HOME WARRANTED: Lot ____, Hamilton Place Subdivision, Perinton, New York

NAME OF BUILDER: Pride Mark Homes, Inc.

ADDRESS OF BUILDER: 1501 Pittsford Victor Road, Suite 200
Victor, New York 14564

WARRANTY DATE: Transfer of Title

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

ACKNOWLEDGEMENT OF RECEIPT:

_____
SIGNATURE

_____
SIGNATURE

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

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

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

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

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

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

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

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

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

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

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

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

(b) defective materials provided by the Builder, an agent of the Builder or subcontractor of the Builder; or

(c) defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by the Builder.

Workmanship, materials, and design will be considered defective if they fail to meet or exceed the New York State Uniform Fire Prevention and Building Code or the Accepted Standards adopted and published by the Rochester Home Builder's Association, Inc. as of the date of this Warranty ("Accepted Standards"). The Builder agrees to correct stated deficiencies as described in the Accepted Standards.

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

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

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

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

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

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

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

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

(b) defective materials provided by the Builder, an agent of the Builder or subcontractor of the Builder; or

(c) defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by the Builder.

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

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

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

(a) Loss or damage caused by workmanship performed by any person other than the Builder, an agent of the Builder, or a subcontractor of the Builder.

(b) Loss or damage caused by defective materials supplied by any person other than the Builder, an agent of the Builder, or a subcontractor of the Builder.

(c) Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by the Builder.

(d) Patent defects including defects show on the Final Inspection Sheet and defects which an examination of the Home prior to the transfer of the deed or occupancy of the Home would have revealed.

(e) Defects in outbuildings including but not limited to detached garages and detached carports (excluding outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the Home); site located swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including but not limited to sodding, seeding, shrubs, trees and plantings); off-site improvements or any other improvements not a part of the Home itself.

(f) After the first year Basic Coverage, concrete floors of the basements and concrete floor of attached garages that are built separately from foundation walls or other structural elements of the Home.

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

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

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

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

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

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

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

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

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

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

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

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

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

(n) Normal wear and tear and normal deterioration.

(o) Insect damage.

(p) Bodily injury or damage to personal property.

(q) Failure of the Builder to complete construction of the Home.

(r) Loss or damage which arises while the Home is being used primarily for nonresidential purposes.

(s) Loss or damage due to abnormal loading on floors by the Purchaser or occupant which exceeds design loads as mandated by the New York State Uniform Fire Prevention and Building Code.

(t) Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair.

(u) Consequential damages (except where required by New York State law).

(v) Any claim not filed in a manner set forth below in paragraph 8 entitled, "Step By Step Claims Procedures".

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

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

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

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

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

8. Step By Step Claims Procedures.

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

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

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

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

9. Legal Actions.

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

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

10. General Provisions.

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

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

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

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

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

NOTICE OF WARRANTY CLAIM FORM

Dear Home Owner:

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

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

Name: _____

Address of Home Warranted: _____

_____

Home Phone: _____

Work or Day Phone: _____

Warranty Date: _____

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

Signature: _____ Date: _____

Signature: _____ Date: _____

FORM OF DEED TO THE ASSOCIATION

WARRANTY DEED

This indenture, made this _____, 201___ between **Pride Mark Homes, Inc.**, a corporation organized under the laws of the State of New York, with an office and place of business located at 1501 Pittsford Victor Road, Suite 200, Victor, New York 14564, party of the first part, and **Hamilton Place Association, Inc.**, a corporation organized under the laws of the State of New York, with an office and place of business located at 1501 Pittsford Victor Road, Suite 200, Victor, New York 14564, party of the second part,

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

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

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

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

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises. To have and to hold the premises herein granted unto the party of the second part, his successors and assigns forever.

And said party of the first part covenant as follows:

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

SECOND. That said party of the first part will forever warrant the title to said premises.

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

Tax Account No.:
Tax Mailing Address:

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

Pride Mark Homes, Inc.

By:_____
James P. Barbato, President

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

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

_____
Notary Public

Engineer's Description:

Hamilton Place Duplexes

Hamilton Place Subdivision
Town of Perinton
Monroe County, New York

November 2016

PROJECT:	**Hamilton Place Subdivision** **255 Hamilton Road** **Perinton, NY 14450**
DEVELOPER:	**Pride Mark Homes Inc.** **1501 Pittsford Victor Road** **Suite 200** **Victor, NY 14564**
PREPARED BY:	**DDS Companies** **45 Hendrix Road** **West Henrietta, NY 14586**

1. Location of Property and General Site Features

Pride Mark Homes Inc., is proposing development at 255 Hamilton Road, Perinton, NY 14450 (T.A. #153.016-0001-002), consisting of sixteen (16) new duplex homes (32 units), one (1) new single family home and one (1) existing single family home, whereas the duplexes will be "for-sale". This 10.425-acre property is currently zoned as Residential Class B. This lot is located at the southwest corner of High Street Extension and Hamilton Road. Three (3) new 20-foot wide private roads are proposed, and will be known as, Coghlan Lane, Roseville Drive and Wilbury Road. Coghlan Lane will be the single point of ingress/egress and will intersect High Street Extension (Town Road) ±760' west of Hamilton Road (Town Road). There are no federal/state wetlands or streams located on this property.

The new duplexes, single family home and the existing single family home will account for 4.001 acres of land while the new Hamilton Place Homeowners' Association parcel will be 6.424 acres, and will encompass the new roadways and stormwater management facilities. The new single family home and existing single family home will not be part of the homeowner's association.

Stormwater treatment for this development will meet the requirements of the Town of Perinton and the NYSDEC SPDES General Permit for stormwater discharge, GP-0-15-002. This project will result in an increase in impervious area, and will require the use of stormwater management practices to control both the peak flow of runoff exiting the site and to provide a mechanism for treating a specific quantity of the runoff. At this site, the minimum stormwater run-off will be treated using a bio-retention area and micro-pool pond. These facilities will be located in the southwest corner of the Hamilton Place Homeowners' lands.

The site features and proposed construction improvements are shown on DDS Engineers, LLP drawings 15-1071-C0 through 15-1071-C12. The Town of Perinton Planning Board granted final approval on the Subdivision and Site Plans at their regularly scheduled meeting on May 4, 2016.

2. Description of Lands of the Hamilton Place Homeowners' Association

Common HOA lands include 6.424 acres. These lands include common area for the proposed sanitary and storm sewer easement to the Town of Perinton, the proposed water main easement to Monroe County Water Authority, the proposed gas & electric easement to Rochester Gas and Electric and Fairport Electric. Additionally these lands will be used for the proposed private roadways associated with the development. The Homeowners' Association will be responsible for the maintenance of all common and landscaped areas.

3. Pavements

   a. Individual Duplex Driveways:

      The Hamilton Place Association will maintain the individual driveways for all lots, which are to be 17+/- feet wide by 40+/- feet long. The Homeowners' Association shall be responsible for maintenance of such items as snow removal, pavement repairs, and periodic resurfacing.

   b. Other Pavements within the duplex portion of the development:

The new roadways servicing the new duplexes will be privately owned and maintained. Therefore, the Homeowners' Association shall be responsible for the maintenance of this road to include such items as snow removal, pavement repairs, and periodic resurfacing.

4. Soil Conditions

No test pits have been performed on the site to date. However, research completed using the USDA – Natural Resources Conservation Service has provided the following information:

Main Soils: "A" – The site consists of wood/grass combination and brush areas.

- HfB
  - Hilton fine sandy loam (11.6%) – B/D
  - Depth to water approx. 20" to 40"
- HlB
  - Hilton loam (22.0%) – B/D
  - Depth to water approx. 20" to 40"
- Mn
  - Minoa very fine sandy loam (0.3%) – B/D
  - Depth to water approx. 10"
- OnB
  - Ontario loam (7.2%) – C
  - Depth to water approx. 40" to 60"
- PgB
  - Palmyra gravelly loam (58.9%) – A
  - Depth to water greater than 80"

5. Public Utilities

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

a. Water Distribution System:

The water distribution system will be constructed in accordance with the most recent standards of the Monroe County Water Authority. The system shall provide services for both domestic and firefighting purposes. The water mains, hydrants, valves, and all other appurtenances within the dedicated easement shall be owned and maintained by the Monroe County Water Authority.

Each unit will be provided with an individual service and usage will be metered on an individual unit basis by the Monroe County Water Authority. Individual homeowners shall be responsible for the maintenance of their own individual water service from the easement line to their home.

b. Sanitary Sewer System:

The sanitary sewer system will be constructed in accordance with the most recent standards of the Town of Perinton. The entire development area associated with Hamilton Place Subdivision will be located within the newly extended Town of Perinton Consolidated Sanitary Sewer

District #8 (extension #64). Each unit will be served by a four (4) inch PVC SDR-21 sanitary lateral that ties into a PVC SDR-35 sanitary sewer main with a diameter of eight (8) inches. The sanitary sewer system within the easement shall be owned and maintained by the Town of Perinton, which includes the 8" mains and manholes. Individual homeowners shall be responsible for the maintenance of their own individual sanitary lateral from the easement line to their home.

c. Storm Drainage System:

The storm drainage system will be constructed in accordance with the most recent standards of the Town of Perinton and New York State Department of Environmental Conservation. The storm drainage system within the easement shall be owned and maintained by the Town of Perinton.

All roof downspouts from the duplexes will be hard piped to the underground stormwater conveyance system. Individual homeowners shall be responsible for the maintenance of their own individual storm lateral from the easement line to their home and if necessary, installation and maintenance of sump pumps to drain the sump to the storm lateral.

The private roadways and adjacent lawn areas have been graded to direct surface runoff to various storm inlets. The storm drainage system will convey drainage to the stormwater management facilities. Storm sewers, inlets, manholes and stormwater management facilities related control structures within easements for drainage purposes will be owned and maintained by the Town of Perinton.

d. Gas Service:

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

e. Electric Service:

Fairport Electric will provide all units with electric service. All electric services will be installed using underground conduits and will be maintained by the appropriate agency by easement.

f. Telephone Service:

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

g. Television Cable Service:

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

h. Landscaping Areas:

The maintenance of the lawn and landscaped shall be the responsibility of the Hamilton Place Association. The lands to be maintained by the Hamilton Place Association are indicated on

Hamilton Place Subdivision Plan drawing 15-1071-C3 as prepared by DDS Engineers, LLP as described in Section 2 above.

i. Lighting:

The proposed development will have seven (7) post-top light fixtures which will receive power from the Fairport Electric power supply and will be equipped with light detecting sensors in order to operate. The Hamilton Place Homeowners' Association will own and maintain these light fixtures.

j. Sidewalks & Trails:

The concrete sidewalk located along the new private roads and the new nature trail proposed along the outside of the new stormwater management facility will be owned and maintained by the Hamilton Place Homeowners' Association.

The new woodchip trail connecting the new pond trail to the existing Beechwoods Park nature trail will be owned and maintained by the Town of Perinton.

6. Refuse Disposal

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

DDS Engineers, LLP

By:

Name: Sean G. Donohoe

Title: President, DDS Companies

License No.: 071486

Architect's Description:

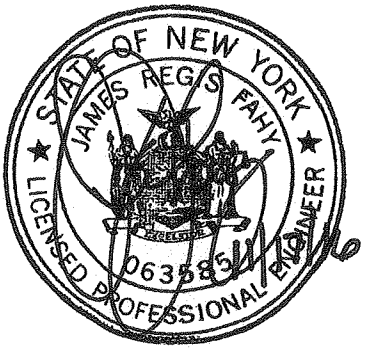
Hamilton Place Association, Inc.

Hamilton Place Residential Community
Town of Perinton
Monroe County, New York

Prepared for:
Pride Mark Homes
1501 Pittsford-Victor Road
Victor, NY 14564

Prepared by:
James Fahy Design
2024 W. Henrietta Road, Suite 5D
Rochester, NY 14623

November, 2016



I. **Building Specifications**

EXTERIOR DOORS
A. Entry Doors: Therma-Tru Classic Craft or Thermatru Smooth Star Doors
B. Sliding Glass Door – Andersen 100 Series Sliding Door

WINDOWS
A. United Windows New Construction Series 5500

EXTERIOR FINISHES
A. Roofing: IKO Cambridge 40 year shingle or equal
B. Siding: Coventry by Alside or equal
C. Soffits: Alside Vinyl Soffit or equal
D. Fascia: Aluminum
E. Trim: LP Smart Trim
F. Stone: United Lightweight Stone
G. Gutters: 5" K-Aluminum Factory Finish with 2" x 3" square downspouts as required, connected to storm sewer
H. Decking: Timbertech Decking with RDI Metal Railing System

SITEWORK
A. Per Site Plans prepared by DDS Engineering, the project civil engineer

II. **Exterior Townhouse Building Materials Warranties**

Building Material	**Warranty**
Roofing – IKO Cambridge	- 40-year, limited transferable warranty - 10-year Algae Resistance warranty against streaking and discoloration caused by airborne algae - 110 mph wind-resistance warranty - (Full warranty attached to this document)
Vinyl Siding, Soffit, and Accessories - Coventry by Alside	- Alside 50 year limited warranty - Alside warrants to the property owns that its vinyl; siding, soffit and accessory products ("vinyl siding products') will not peel, flake, blister or corrode under normal and proper use as a direct result of a manufacturing defect. - 50 year limited warranty against manufacturing defects. - Alside warrants its vinyl siding products again excess fade beyond normal weathering if reported. - Alside warrants that its vinyl siding

	products will resist damage caused by hail. - This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty. (Full warranty attached to this document)
Decking and Rail - TimberTech decking - RDI Metal Works Railing	- Decking - 10 year limited commercial warranty(Full warranty attached to this document) - Railing - 15 year limited residential warranty(Full warranty attached to this document)
Rain Carrying System - Seamless Englert, Inc. aluminum gutters and downspouts	- Limited 20 year pro-rated non-transferable warranty covering labor and materials. (Full warranty attached to this document)
Doors - Therma-Tru Classic Craft Fiberglass - Therma-Tru Smooth Star Fiberglass - Andersen 100 Series Sliding	**Thermatru Doors** - Residential Lifetime Limited Warranty.(Full Classic-Craft warranty attached to this document) - The Smooth-Star® patio door system 20-year limited warranty. (Full Smooth-Star warranty attached to this document) **Andersen Door** - Sliding Door has a 20 glass warranty and 10 year warranty from defects in manufacturing, materials, and workmanship.(Full warranty is attached to this document)
Windows - United Windows New Construction Series 5500	- The limited warranty period for windows and doors (including glass and hardware) shall be for 10 years from the original purchaser. This limited warranty is transferable. (Full United Window warranty attached to this document)
Trim - LP SmartSide Trim	- Prorated 50 year limited warranty. (Full LP SmartSide and Trim warranty attached to this document)
Exterior Stone - United Stone Veneer	- 50 Year Limited Warranty. (Full United Stone warranty attached to this document)
Overhead Door - Clopay Gallery Series Overhead Door	- Limited 10 year Warranty. (Full Clopay warranty attached to this document)

Limited Warranty Information for Asphalt Shingles

Owner's Name: _____

Address: _____

_____

Contractor's Name: _____

Address: _____

_____

Phone #: _____

Contractor's Signature: _____

Date of Application: _____
(mm) (dd) (yy)

Product Applied: _____

Color: _____

Contract Price: _____

Number of Bundles: _____

Complete and retain for your records - do not send to IKO.

Note: This Limited Warranty form does not constitute proof of product purchase.

IKO Asphalt Shingle Limited Warranty

Congratulations on your purchase of IKO asphalt roof Shingles. Your choice gives you a roof backed by over 60 years of experience in making high quality products for homes across North America.

This brochure explains the details of the limited warranty IKO provides on your Shingles after they have been installed on your roof. Read it carefully to ensure you are well-informed about the warranty coverage for your purchase. Also, remember that your contractor or roofer is not an employee or representative of IKO. This limited warranty can only be changed if such change is in writing and signed by an authorized corporate officer of IKO. IKO is not bound by any guarantees, warranties or representations or any change to this limited warranty made by your contractor, roofer or by any other person not an authorized corporate officer of IKO. IKO's Limited Warranty and your coverage is detailed in this booklet (the "Limited Warranty"). If you have questions about that coverage, contact IKO directly for assistance.

There are many terms in this Limited Warranty that have specific meanings. For your convenience some of the terms are defined below:

"AR" means that this product contains a preservative to prevent discoloration by algae. Shingles which are covered by the Limited Algae Resistance Warranty set out herein provide for the cleaning of discoloration on the exposed face of certain Shingles should that discoloration be caused by certain algae growth. Only Shingles shown as "AR" in the Information Tables, and Armourshake, Cambridge, Crowne Slate, Cambridge IR (with Armourzone), Dynasty (with Armourzone), RoofShake HW and Royal Estate Shingles are covered by a Limited Algae Resistance Warranty. See the section titled "Limited Algae Resistance Warranty" for more details on this coverage.

"High Wind Application" means the installation of Shingles using the specific instructions that appear on the Shingle wrapper. Some local building codes may require additional fasteners. For "High Wind Application" of all IKO Shingles, except for Cambridge IR (with Armourzone) and for Dynasty (with Armourzone), additional fasteners are required during installation. Please check your local building code and the application instructions specific to your Shingles for proper nailing and application requirements.

"IKO" in the United States means IKO Industries Inc. / in Canada it means IKO Industries Ltd.

"Iron Clad Protection" means the limited non prorated coverage provided by the IKO Limited Warranty during the Iron Clad Protection Period. Please read the section titled "IKO Iron Clad Protection Period" for more details on this coverage. The length of the Iron Clad Protection period for each Shingle is listed in the Information Tables.

"Iron Clad Protection Period" means the initial period of the Warranty Period during which IKO provides Iron Clad Protection coverage. Please read the section titled "IKO Iron Clad Protection Period" for more details. The length of the Iron Clad Protection period for each Shingle is listed in the Information Tables.

"Limited Warranty" means the limited warranties and your coverage provided by IKO for your Shingles as expressly set out in this document, and are the only warranties being provided by IKO.

"Maximum Liability" means the maximum obligation of IKO under the Limited Warranty, as described in the sections titled "Iron Clad Protection Period", "Beyond Iron Clad Protection Period", "Limited Wind Resistance Warranty" and "Limited Algae Resistance Warranty" whichever is applicable. Please read each of these sections carefully for more details.

"Owner" means the individual owner(s) of the single family residential home at the time that the Shingles were installed on that building. If you purchase a new residence from the builder of the home and are the first person to live in it, IKO will consider you to be the Owner, even though the Shingles had already been installed.

"Purchase" or "Purchased" means the retail purchase of the Shingles covered by this Limited Warranty.

"Shingle" or "Shingles" means the IKO asphalt shingle product identified in this Limited Warranty that was installed on the roof of the building owned by the Owner.

"Square" means 100 square feet of roof area.

"The Information Tables" means collectively the Limited Warranty Information Table and the Limited Lifetime Warranty Information Table below.

In addition to any other specific conditions set forth in this Limited Warranty, the "Warranty Conditions" are standard conditions that must be met for your IKO warranty to be valid. The Warranty Conditions include:

- The Shingles were properly installed, in strict accordance with both IKO's written installation instructions and local building code requirements; and
- The person making the Warranty claim is the Owner of the Shingles, or the person to whom the Limited Warranty was validly transferred as set out herein. For details on Warranty Transfers, please read "Transferability of Warranty" below; and
- The Shingles have a manufacturing defect that has resulted in a leak; and
- The repair or replacement must be with IKO Shingles and must be completed on the same building/structure to which the Shingles covered under this Limited Warranty were originally applied.

Depending on the type of Shingles used on the Owner's roof, other conditions described herein may also apply in order for the IKO warranty to be valid or applicable.

Limited Warranty Information Table

Name of Shingle	Warranty Period (months)	IKO "Iron Clad Protection Period" (months)	Reduction Figure (first 180 months) n*	Reduction Figure (after 180 months) m*	Maximum Liability/ Dollar Limit per Square	Standard Application/ High Wind Application Warranty (mph) [km/h]	Algae Resistance[4] Warranty (months)
Armourshake[2]	Limited Lifetime[1]	180	Refer to Chart A	Refer to Chart A	95	110/130 [177/210]	120
Cambridge[2]	Limited Lifetime[1]	180	Refer to Chart A	Refer to Chart A	40	110/130 [177/210]	120
Cambridge Cool Colors[3]	Limited Lifetime[1]	180	Refer to Chart A	Refer to Chart A	40	110/130 [177/210]	N/A
Crowne Slate[2]	Limited Lifetime[1]	180	Refer to Chart A	Refer to Chart A	95	110/130 [177/210]	120
Cambridge IR (with Armourzone)[2]	Limited Lifetime[1]	180	Refer to Chart A	Refer to Chart A	75	130 [210]	120
Dynasty (with Armourzone)[2]	Limited Lifetime[1]	180	Refer to Chart A	Refer to Chart A	40	130 [210]	120
RoofShake HW[2]	Limited Lifetime[1]	180	Refer to Chart A	Refer to Chart A	40	110/130 [177/210]	120
Royal Estate[2]	Limited Lifetime[1]	180	Refer to Chart A	Refer to Chart A	45	110/130 [177/210]	120
Marathon Ultra AR[2]	360	60	n/225	m/900	30	60 [97][5]	60
Marathon 25	300	60	n/225	m/600	30	60 [97][5]	N/A
Marathon 25 AR[2]	300	60	n/225	m/600	30	60 [97][5]	60
Marathon 20	240	36	n/225	m/300	30	60 [97][5]	N/A

Chart A – Limited Lifetime Warranty Information Table for Armourshake, Cambridge, Cambridge Cool Colors, Crowne Slate, Cambridge IR (with Armourzone), Dynasty (with Armourzone), RoofShake HW and Royal Estate Shingles

Warranty Period	IKO "Iron Clad Protection Period"	Reduction Figure for months 181-206	Reduction Figure for months 207-480	Reduction Figure for months 481+
Limited Lifetime[1]	180	n/260	384/480	432/480

[1]For any non-individual owner, such as a corporation, religious entity, condominium, government entity or homeowner association, or for any non-single family residential home, the Warranty Period for these Shingles is limited to 40 years.

[2]Hip & Ridge Shingles used for installation of these Shingles must be Marathon Ultra AR, IKO Ultra HP, IKO Hip & Ridge 12, IKO Hip & Ridge Plus or an IKO approved equivalent product.

[3]Hip & Ridge Shingles used for installation of these Shingles must be IKO Ultra HP or an IKO approved equivalent product.

n* - refers to the number of months that have passed since the Shingles were installed on the building.

m* - refers to the number of months greater than 180 that have passed since the Shingles were installed on the building.

[4]Algae Resistant - With the exceptions of Cambridge Cool Colors Arctic White, Desert Gold, and Valley Oak, these articles contain a preservative to prevent discoloration by algae. Cambridge Cool Colors Arctic White, Desert Gold, and Valley Oak do not have Algae Resistance Warranty coverage.

[5]In Canada the Wind Warranty for Standard Application is 70mph [112 km/h] and the High Wind Application Warranty is 80mph [129 km/h]. There is no High Wind application Warranty for Marathon shingles in the U.S.

EXAMPLE - A manufacturing defect resulting in leaks is found in January 2034 in Shingles Purchased with a 25 year limited warranty. The Shingles were purchased in January 2016; 18 years, or a total of 216 months have elapsed since Purchase. IKO's warranty obligation will be reduced by (180/225 = .80) + (36/600 = .06) = .86. So IKO's maximum obligation would be 14% (100 - 86) of the cost of the replacement Shingles.

Asphalt Shingle Limited Warranty

LIMITED WARRANTY

IKO provides a Limited Warranty to the original Owner of its Shingle products. The coverage provided by this Limited Warranty is subject to the terms and conditions listed herein. This Limited Warranty is intended to provide coverage only to the Owner and only for a manufacturing defect that results in leaks. The Limited Warranty starts on the day that the original installation of the Shingles on the roof is completed, and coverage is limited to the length of time listed in the Information Tables for the specific Shingles product installed on the Owner's roof (the "Warranty Period"). The Limited Warranty provides the Owner specific legal rights, but the Owner may also have other legal rights. Those rights will vary from state to state or province to province. In situations where the coverage given includes a dollar value, it is meant to be given in the currency of the country in which the building is located.

IRON CLAD PROTECTION PERIOD

IKO offers Iron Clad Protection as set out below for every Shingle listed in the Information Tables. The length of the Iron Clad Period varies by Shingle product. Refer to the Information Tables to find the Iron Clad Protection Period for your Shingles. The Iron Clad Period starts on the day of installation of the Shingles on the Owner's roof. This coverage is limited to the amount of time shown in the Tables for your Shingles. During the Iron Clad Protection Period, IKO will, at its option, either repair or replace affected Shingles if all Warranty Conditions are met (the "Iron Clad Protection").

If there is a valid claim during the Iron Clad Period, IKO's Maximum Liability is limited to the reasonable cost of placing new Shingles on the Owner's roof. This means that IKO will supply replacement Shingles similar to those already on the roof, plus a reasonable allowance for the cost of applying the new Shingles. Other costs, such as flashings, metal work, vents or repair of any other damages or expenses incurred or claimed, removal of the existing Shingles from the roof (tear-off), and disposal of the existing Shingles, are not covered by the Iron Clad Protection or by other terms of the Limited Warranty, including during the Iron Clad Protection Period.

BEYOND IRON CLAD PROTECTION PERIOD

Once the Iron Clad Period expires, the Limited Warranty provides certain outlined coverage to the Owner for the remainder of the Warranty Period outlined in the Information Tables for the Shingle product on your roof (the 'Beyond Iron Clad Protection Period"). This coverage during the Beyond Iron Clad Protection Period will apply only if the Warranty Conditions have been met.

During the Beyond Iron Clad Protection Period, IKO's Maximum Liability is the prorated portion of the replacement Shingles required at the time the claim was reported to IKO. Alternatively, if IKO decides it cannot reasonably provide replacement Shingles, IKO may offer coverage based upon the prorated value of the maximum liability per Square shown in the Information Tables. Other costs, including labor, tear-off and disposal of the existing Shingles, other Shingles, roof, flashings, metal work, vents or repair of any other damages or expenses incurred or claimed are not covered by the Limited Warranty. The formula used to calculate the coverage available is shown in the Information Tables.

LIMITED WIND RESISTANCE WARRANTY

For Armourshake, Cambridge, Cambridge Cool Colors, Crowne Slate, Cambridge IR (with Armourzone), Dynasty (with Armourzone), RoofShake HW and Royal Estate Shingles only, during the first 15 years after they are installed on the Owner's roof, the IKO Shingles carry a Limited Warranty for wind "blow-off" for Shingles lost from the roof due to wind gusts not exceeding certain maximum speeds (a "Limited Wind Resistance Warranty"). Each type of these Shingles carries a maximum wind resistance limit for this coverage. Please refer to the Information Table for the wind speed limits for the Shingles on your roof.

For all other Shingles, during the first 5 years after they are installed on the Owner's roof, the IKO Shingles carry a Limited Wind Resistance Warranty for wind "blow-off" for Shingles lost from the roof due to wind gusts not exceeding certain maximum speeds. Each type of these Shingles carries a maximum wind resistance limit for this coverage. Please refer to the Information Tables for the wind speed limits for the Shingles on your roof.

For the shingles specified in the Limited Warranty Information Table above, the use of a High Wind Application will increase the limit of the maximum wind resistance under the Limited Wind Resistance Warranty (a "High Wind Resistance Limited Warranty"). The wind speed limits for the High Wind Resistance Limited Warranty for those Shingles are listed in the Information Tables. If additional nails as listed are used for the following Shingles, the maximum wind speed increases to one hundred thirty (130) mph (two hundred ten (210) km/h), for Marathon products it increases to 80 mph [129 km/h], in Canada only;

(i) three (3) additional (8 in total) nails for Crowne Slate,

(ii) two (2) additional (6 in total) nails for Cambridge, Cambridge Cool Colors, Cambridge IR (with Armourzone), RoofShake HW and Royal Estate, and for Canada only Marathon Ultra AR, Marathon 25, Marathon 25 AR, and Marathon 20.

(iii) one (1) additional (6 in total) nail for Armourshake.

In addition, for the High Wind Resistance Limited Warranty to apply, IKO starter strip shingles must be installed at all eaves and rakes, and IKO Hip and Ridge shingles or approved equivalent must be used on all hips and ridges. Rake application of starter strip shingles not required for Cambridge IR (with Armourzone) and for Dynasty (with Armourzone) Also:

(i) the Limited Wind Resistance Warranty will only apply if: (a) the Shingles were installed using roofing nails (not staples) in strict accordance with the instructions on the wrapper and (b) for installations in Canada during the fall, winter or in cool weather, the Shingles have been manually sealed at the time of installation, and for installations at all other times in Canada, and at all times in the U.S., the Shingles have been manually sealed at the time of installation, or have had the opportunity to seal down;

(ii) the High Wind Resistance Limited Warranty will only apply if: (a) the Shingles were installed using roofing nails (not staples) in strict accordance with the instructions on the wrapper and (b) for installations in Canada, the Shingles have been manually sealed at the time of installation, and (c) for installations in the U.S., the Shingles have been manually sealed at the time of installation, or have had the opportunity to seal down. Manual sealing is not required in the state of Florida. For Cambridge IR (with Armourzone) and for Dynasty (with Armourzone) in Canada provision (b) does not apply if the shingles have had an opportunity to seal down.

Shingles that are installed in cool seasons or weather may not seal until weather conditions are adequate to allow the self seal down strip to activate. Please see the NO WARRANTY COVERAGE FOR WIND DAMAGE BEFORE SELF SEALING STRIPS SEAL paragraph in this Limited Warranty for more information regarding the self sealing strip. Please consult your roofer, shingle dealer, the product packaging or our website at www.iko.com for more information on the application instructions for your Shingles.

For valid claims under the Limited Wind Resistance Warranty (where the warranty conditions are satisfied), IKO's Maximum Liability is to provide replacement Shingles for those Shingles lost from the roof due to 'blow-off', or alternatively, IKO will pay for the reasonable cost of manually sealing unsealed Shingles. Other costs, such as labor, tear-off, removal or disposal costs of Shingles, other shingles, roof, flashings, metal work, vents or repair of any other damages or expenses incurred or claimed, are not covered by the Limited Wind Resistance Warranty or otherwise.

NO LIMITED WIND RESISTANCE WARRANTY COVERAGE FOR WIND DAMAGE BEFORE SELF-SEALING STRIPS SEAL

All Shingles that contain a factory applied self sealing strip must be subjected to direct sunlight and warm temperatures for several days before full sealing will occur. Shingles installed in the fall or winter may not seal until the following spring. Shingles which do not receive direct sunlight, or which are not exposed to adequate surface temperatures may never seal. Damage to the factory self sealing strip by dust, sand or foreign matter will prevent the sealing strip from activating. This is the nature of shingles and failure to seal down under such circumstances is not a manufacturing defect. IKO will not be responsible for any blow-offs or wind damage that may occur prior to thermal sealing having occurred. After the Shingles have sealed, the Limited Warranty that commenced at installation will cover wind damage or blow-offs, in accordance with the terms listed in the "Limited Wind Resistance Warranty" section of this booklet.

LIMITED ALGAE RESISTANCE WARRANTY

(Note that products covered by this section contain a preservative to prevent discoloration by algae)

Some IKO Shingles carry a Limited Warranty against discoloration caused by the development of blue-green algae on the exposed face of the Shingles (Please refer to the Information Tables to see whether your Shingles carry this coverage and for the period of coverage provided). If there is a valid claim under the Limited Algae Resistance Warranty, (where all the Warranty Conditions are satisfied), IKO's Maximum Liability is to provide the Owner with a labor payment certificate. The certificate will pay the reasonable costs of cleaning the affected Shingles up to a maximum value of $15 per Square. This maximum value will be prorated based upon the number of months that the Shingles have been installed on the Owner's home at the time the claim is filed, divided by the maximum period of coverage listed in the Information Tables.

NON-TRANSFERABILITY OF LIMITED WARRANTY

This Limited Warranty provides rights to, and can only be enforced by the original Owner, or to a person to whom the Limited Warranty is allowed to be and is validly transferred as detailed below in the section titled "Limited Transferability of Limited Warranty". No other person or business can claim coverage or has rights under the Limited Warranty. In addition, IKO does not provide any warranty for Shingles purchased in Canada and installed in the United States or elsewhere not in Canada. Also, IKO does not provide any warranty for Shingles purchased in the United States and installed in Canada or elsewhere not in the United States.

LIMITED TRANSFERABILITY OF LIMITED WARRANTY

The Limited Warranty for your Shingles is intended to primarily provide coverage only to the original Owner of the Shingles. Certain limited provisions of the Limited Warranty and only for a limited period, as outlined below, may be transferred by the original Owner to the next property owner only once during the Limited Warranty period, and only during the first 10 years of the Warranty Period. If the original Owner dies, the Limited Warranty cannot be transferred to the Owner's estate or to anyone else. In the absence of a permissible and valid transfer of the Limited Warranty as set out herein, the Limited Warranty ends on the sale or other transfer of the property.

To transfer certain provisions of the Limited Warranty from the original Owner during the first 10 years of the Warranty Period, the Owner must complete the following steps:

- Notification of a request for transfer must be received in writing by IKO at the Warranty Services Office. Both the Canadian and US Office addresses are listed below in the section entitled "Notification of Claims". Notification must be received within 30 days of the completion of the real estate transfer.
- The transfer request must attach the original Proof of Purchase for the Shingles, and a copy of the property transfer documents.
- The transfer request must also include payment in full of a $100 transfer fee to complete the transfer.

Except for Armourshake, Cambridge, Cambridge Cool Colors, Crowne Slate, Cambridge IR (with Armourzone), Dynasty (with Armourzone), RoofShake HW and Royal Estate Shingles, upon the sale or transfer of the property, the Iron Clad Protection Period shall automatically terminate and for an allowable and valid transfer of the Limited Warranty, the IKO Shingles will then be covered for a limited Beyond Iron Clad Protection Period on a prorated basis for the Shingles only for a period of two (2) years following the transfer of the property. Please see the Limited Warranty Information Table for the method used to calculate the Limited Warranty coverage for the two (2) year period. The Reduction Figure for these Shingles will be n/225.

For Armourshake, Cambridge, Cambridge Cool Colors, Crowne Slate, Cambridge IR (with Armourzone), Dynasty (with Armourzone), RoofShake HW and Royal Estate Shingles, if the transfer of the Limited Warranty occurs within the first 7 years (84 months) after installation, the remaining Iron Clad Protection Period will remain intact. See the section titled "Iron Clad Protection Period" for more information. If the transfer takes place more than 7 years after installation, the Iron Clad Protection Period shall automatically terminate and coverage will be calculated on a prorated basis for the Shingles, using the formula shown in the Information Tables. (The Reduction Figure in Chart A for months 85-120 shall be n/260.) Regardless of when the transfer occurs, the Warranty Period for a transferred Limited Warranty for Armourshake, Cambridge, Cambridge Cool Colors, Crowne Slate, Cambridge IR (with Armourzone), Dynasty (with Armourzone), RoofShake HW and Royal Estate Shingles is limited to 15 years from the date of original installation.

EXCLUSIONS AND LIMITATIONS

Except as and limited to what is explicitly set out in this Limited Warranty with respect to the Limited Wind Resistance Warranty and the Limited Algae Resistance Warranty, the coverage under this Limited Warranty is only for manufacturing defects that result in a leak of the Shingles on the Owner's roof, and for no other cause whatsoever. Conditions that do not result in a leak, or are not due solely to a manufacturing defect in the Shingles are not covered by the Limited Warranty or otherwise.

As a result, and without limiting the generality of the foregoing, IKO will not have any liability or obligation under the Limited Warranty or otherwise for the following:

1. Any damage that occurs during or after any improper application process, including one that fails to follow IKO's printed application instructions;
2. Any variation in the color or shading between installed Shingles on the building, including the fading or weathering of colored granules used in any of IKO's Shingle blends, backsurfacing transfer between Shingles, or asphalt staining of Shingles. IKO reserves the right to discontinue or modify any of its products, including the color blend of any Shingles, without notice to the original Owner. IKO will not be liable for any costs as a result of such modification or discontinuance of any product;
3. Any damage to the interior or exterior of any building, or any property or contents within or outside any building;
4. Any damage caused by Acts of God or other causes beyond IKO's control, including, without limitation, lightning, gale or wind (except for the coverage in the Limited Wind Resistance Warranty), hail, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the roof, or any other causes. This exclusion does not apply to ordinary wear and tear of Shingles caused by the elements;
5. Any damage caused by settlement, distortion or cracking of the roof deck, walls or foundation of a building. This includes failure in the materials used as a roof base, or by the presence of people, animals, machinery, equipment or any traffic of any kind on the roof;
6. Any damage caused by buckling of Shingles. The installation of Shingles on dimensional lumber (including shiplap or board decks) is not recommended as it may cause buckling of Shingles;
7. Any damage that arises after the roof is altered following the original installation of the Shingles. This includes any alteration including structural additions, changes, or replacement; or equipment installations (including but not limited to, signs, water towers, fan housings, air conditioning equipment, solar heaters, water heaters, television and /or radio antennas, satellite dishes, skylights, and equipment or machinery of any kind);
8. Any costs incurred for any, work, repairs (whether temporary or permanent) or replacements not authorized in advance in writing by IKO;
9. Costs incurred for materials, repairs or replacements where materials produced by someone other than IKO (unless authorized in advance in writing by IKO to do so);
10. Any damage that arises from any cause other than a manufacturing defect that results in a leak;
11. Any discoloration or damage due to the presence of mold, mildew, fungus, algae, biological growth or pollutant or other matter on the Shingles or roof (except for the coverage in the Limited Algae Resistance Warranty);
12. Any damage or distortion caused by inadequate ventilation either at the eaves or on the rooftop of the building. This includes failure of ventilation caused by blocked, non operative or defective vents or any other condition that renders the ventilation system ineffective. Roof system ventilation should meet local building code standards for total vent area. Ventilation must also be distributed evenly between the rooftop and the eaves of the building;
13. Any costs related to the replacement of the Shingles that is not expressly covered in this Limited Warranty. This means that unless otherwise explicitly set out in this Limited Warranty, the Limited Warranty does not cover the cost of installation, application, tear-off, removal and disposal of Shingles, other shingles, roof flashings, metal work, vents or repair of any other damages caused by or associated with any leakage, or any other costs or expenses the Owner may incur or claim;
14. Any costs related to the removal of any asbestos present in the roof on which the Shingles have been installed;
15. Any damage due to the effects of debris, resins or drippings from trees in contact with or near the Shingles. Such damage may include blisters on the Shingle surface or premature aging caused by debris or matter on the roof;
16. Any damage due to the effects of chemicals on the Shingles, whether applied to the Shingles or roof, airborne or which otherwise come in contact with the Shingles or roof. This means that this Limited Warranty does not cover the effects on Shingles or roof of any chemical including but not limited to aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, organic or inorganic polar materials or any other related materials;
17. Any damage due to the excessive use of roofing cement;
18. Any damages or failure in performance of Shingles installed over insulated roof deck panels, except as outlined below under the section "REDUCED WARRANTY COVERAGE FOR INSTALLATION OF SHINGLES ON INSULATED ROOF DECKS";
19. Any Shingle product sold with or bearing "ECONOMY NO WARRANTY" tape or marking. Such Shingle product is sold on an "As Is", no warranty basis;
20. Any damage to Shingles applied in a closed valley application, where Shingles are used to construct the valley or run-off areas on the roof. Open metal valleys are recommended for best roof performance;
21. Any claim under this Limited Warranty where the Owner deliberately or negligently misrepresents any material fact;

NO LIABILITY OR COVERAGE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

The Limited Warranty provides coverage only for certain limited damage to Shingles that is directly caused by a manufacturing defect. IN NO EVENT SHALL IKO OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This means, without limiting the forgoing, that this Limited Warranty does not cover claims for: damages to homes or other structures, interiors, exteriors, furniture, contents, appliances, loss of income, loss of enjoyment, storage fees, economic loss, or any other loss or damage. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this condition may not apply to you in those jurisdictions.

REDUCED WARRANTY COVERAGE FOR LOW SLOPE ROOFS

The Limited Warranty terms set out in this document only apply to Shingles installed on roof slopes of 4 in 12 (1:3) and steeper. The limited Warranty Period for Shingles installed on low slope roofs (i.e. those with a slope of less than 4 in 12 (1:3) and down to 2 in 12 (1:6)) is 12 years, and will be prorated for material only (with no Iron Clad Protection coverage) at an annual reduction rate of 8.33%. If certain application procedures are followed as detailed in the application instructions printed on the Shingle wrapper, the regular Limited Warranty may be available for slopes between 3 in 12 and 4 in 12 (1:4 and 1:3). Please see the product packaging or visit www.iko.com for application procedures and instructions for your Shingles, as certain Shingles may not be suitable for use on slopes below 4:12.

If you do not know the slope of your roof, please contact your contractor or roofer for assistance.

REDUCED WARRANTY COVERAGE FOR INSTALLATION OF SHINGLES ON INSULATED ROOF DECKS

The coverage under this Limited Warranty is reduced for any Shingles, which are applied to any of the following:

a) roof deck assemblies (of slopes greater than 2 in 12) where foam insulation is prefabricated into the roof deck system (commonly known as "nail board insulation"), or
b) where insulation is installed immediately beneath an acceptable roof deck system.

In the event that such Shingles are installed on insulated or unventilated decks the Warranty Period available to the Owner is reduced to 10 (ten) years with no Iron Clad Protection coverage. The annual reduction figure in this case shall be 10% per year.

LIMITED COVERAGE FOR REPLACEMENT SHINGLES

If IKO provides coverage under this Limited Warranty for a submitted claim, the replacement Shingles are covered by the Limited Warranty only for the remainder of the Warranty Period starting from the date of the original installation of the replaced Shingles.

SEVERABILITY

Each provision of this Limited Warranty is intended to be severable. If any provision hereof is illegal, invalid or unenforceable in whole or in part, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder hereof. Any provision hereof that is held to be illegal, invalid or unenforceable in any jurisdiction shall be illegal, invalid or unenforceable in that jurisdiction without affecting any other provision hereof in that jurisdiction or the legality, validity or enforceability of that provision in any other jurisdiction, and to this end the provisions hereof are declared to be severable.

NOTIFICATION OF CLAIMS

To receive coverage under the Limited Warranty, the following steps must be followed. This allows IKO the opportunity to review the claim and determine if the reported condition is covered by the Limited Warranty terms. To file a claim, the Owner must:

1. Contact IKO Warranty Services within thirty (30) days of becoming aware of the alleged concern. The Owner may reach IKO toll free at the numbers listed below:

   Eastern Canada 1-800-361-5836 Western Canada 1-800-521-8484 United States 1-800-433-2811

2. Provide all information requested by the IKO Warranty Claims Representative in order to open a claim. The Warranty Claims Representative will then forward a Homeowner Inquiry Survey to your attention.
3. Complete and sign the Homeowner Inquiry Survey. Return the completed Survey along with the following additional items:
   a. A valid Proof of Purchase for your Shingles, which must identify that the Shingles are IKO Shingles, the model of IKO Shingle, the quantity of Shingles Purchased and the date of original Purchase.
   b. The required clear color photos as detailed in the Survey information.
   c. Two complete sample Shingles from the roof which demonstrate the alleged concern. (If claim is for color concerns, please send two full sample Shingles of the lighter color and two full samples of the darker color.)
   d. Any other information requested by the Warranty Claims Representative during the original reporting call.
4. All requested materials should be provided to IKO within 30 days of the discovery of the alleged concern at the address listed below. The cost of shipping the materials required for the claim is the responsibility of the Owner. Claims materials should be sent to:

   Canada
   IKO Industries Ltd.
   80 Stafford Drive
   Brampton ON
   L6W 1L4

   United States
   IKO Industries Inc.
   235 West South Tec Drive
   Kankakee IL
   60901-8426

5. Provide IKO and its representative(s) with access to all of the IKO Shingles in question, and the roof and outside and inside of the building upon which it was installed for the purpose of investigating the claim, if IKO requests access. This request may include physical inspection of the roof surface, taking sample Shingles, and photographing the roof surface and the attic space, should IKO determine that such information is needed.

If the Owner fails to send in all requested information or does not otherwise comply with these steps, it may result in a delay in response to the claim and IKO is entitled to conclude that the claim is not valid and decline coverage under the Limited Warranty.

IKO will evaluate and respond according to any obligations under the Limited Warranty within approximately 60 days of receiving all necessary information needed to assess reported claim.

IMPORTANT NOTICES

This Limited Warranty replaces all other oral or written warranties, liabilities or obligations of IKO. There are no other warranties which extend beyond the limited warranty described in this document. IKO will not be liable for any oral statement or other written statement about any IKO Shingle, whether such statements are made by an agent or employee of IKO or by any other person. IKO does not authorize its representatives, distributors, contractors or dealers to make any changes or modifications to this limited warranty. EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTIES, CAUSES OF ACTION, CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND EXCEPT FOR THE OBLIGATION EXPRESSLY CONTAINED IN THIS LIMITED WARRANTY, LIABILITY IS EXCLUDED RELATING TO, IN CONNECTION WITH, OR ARISING FROM, ANY RIGHT, CLAIM, REMEDY AND CAUSE OF ACTION AGAINST IKO OR ANY OF ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, STATUTE, TORT, NEGLIGENCE, WAIVER OF TORT AND INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

BINDING ARBITRATION: EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND IKO (INCLUDING ANY OF IKO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE SHINGLES OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. **YOU AND IKO AGREE THAT ANY ACTION WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM(S) WILL BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSONS BY CLASS ACTION, CLASS ARBITRATION, IN A REPRESENTATIVE CAPACITY OR OTHERWISE.** TO ARBITRATE AN ACTION AGAINST IKO, YOU MUST INITIATE THE ARBITRATION, FOR U.S. CLAIMS, IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, TO BE CONDUCTED BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND FOR CANADIAN CLAIMS, IN ACCORDANCE WITH THE ARBITRATION ACT, R.S.A. 2000, c. A-43, ALBERTA, AS MAY BE AMENDED) AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO IKO BY CERTIFIED MAIL AT THE APPLICABLE ADDRESS NOTED ABOVE, WITHIN THE APPLICABLE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW. IF YOU PREVAIL ON YOUR CLAIMS IN THE ARBITRATION, IKO WILL REIMBURSE YOU FOR ANY FILING AND ADMINISTRATIVE FEES PAID BY YOU TO THE ARBITRATION ORGANIZATION. Some jurisdictions do not allow mandatory arbitration, so the above arbitration provision may not apply to you in those jurisdictions. An Action may also be referred to another arbitration organization if you and IKO agree in writing. IKO will not elect arbitration for any Action you file in court in which you agree not to seek to recover more than $25,000, including attorneys' fees and costs, so long as the claim is individual and pending only in that court. You may also reject this arbitration provision by notifying IKO in writing within 45 days after the installation of the Shingles or the valid transfer of this Limited Warranty to you. If any portion of this arbitration provision is not enforced in the arbitration, then either you or IKO can file a lawsuit in court to adjudicate the arbitrability of the Action and the enforceability of the portion of the arbitration provision at issue.

NO ACTION OR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST IKO RELATING TO OR ARISING OUT OF THE SHINGLES, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ARISEN OR ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE AFTER ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS, AFTER THE PURCHASE OF THE SHINGLE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU IN THOSE JURISDICTIONS.

This Limited Warranty applies to IKO Shingles sold on or after August, 2016 and supersedes all previously published warranties.

551k

To better understand our customers, we ask you to please fill out the following information. This information will be used in an internal market research capacity only and will not be sold or given to anyone else.

Number of people in household:
__1 __2 __3-5 __over 5

Age Group:
__under 30 __30-40 __41-50 __51-65 __over 65

Marital Status:
__Single __Married __Divorced __Widowed

Household Income (in thousands):
__under $20 __$21-40 __$41-60 __$61-80
__$81-90 __$91-100 __$101-140 __over $140

How would you classify your occupation:
__Professional __Sales/Business __Clerical __Technical
__Construction __Manufacturing __Self-employed __Retired
__Other _____

Age of Home:
__less than 5 years __5-10 years __11-20 years
__21-34 years __35-50 years __over 50 years

How long have you lived in your home:
__1-5 years __6-10 years __11-15 years __over 15 years

Purchase Information:
__First siding purchase __First purchase from this company
__Purchased siding before __Purchased from this company before

What was your method of payment?
__Cash __Financing

What product(s) did you purchase:_____
_____

How did you hear about your Alside siding dealer:
__Referral __Newspaper __Radio __TV __Yellow Pages
__Remodeling Contractor __Trade Show __Internet
__Other_____

Why did you decide on Alside Siding?
__Appearance __Price __Reputation __Other_____
__Recommended by contractor

If you are replacing existing siding, why are you doing it now?
__Appearance __Ease of Maintenance
__Other_____

Place application of transfer in an envelope and mail to:
Alside
Siding Warranty Registration Department
P.O. Box 2010
Akron, OH 44398-9946

Alside

Thank you for choosing Alside Vinyl Siding.

Alside Vinyl Siding is no ordinary siding. It is the result of years of intensive research and development, giving you a vinyl siding of the highest standards.

We take great pride in the quality of our Siding. So much, in fact, that we back it with a Lifetime Limited Warranty.

We hope you take pride and pleasure in the Alside Siding you have chosen from your contractor and will consider recommending it to your friends and neighbors.

Thank you.

Alside

The Care and Cleaning of Vinyl Siding, Soffit and Accessories
Like any other exterior siding surface, Alside Vinyl Siding, Soffit and Accessories will have dirt exposure from atmospheric conditions. Ordinarily, the cleaning action of rainfall will be adequate to wash the Products. However, the Products should be washed periodically by rinsing with a garden hose and clear water particularly in those areas not exposed directly to rain. If you desire to do a more thorough cleaning, or where high soil collection conditions occur, follow these simple instructions.

1. Use a soft-bristled, long-handled washing brush. It attaches to your garden hose and makes washing your siding easier. Do not rub vigorously, as this may create glossy areas over the Product finish.
2. For hard-to-remove dirt, such as soot and grime found in industrial areas, wipe the siding down with a solution consisting of the following ingredients:
   1/3 cup powdered detergent *(Tide®, Fab® or equivalent powder detergent)*
   2/3 cup household cleaner *(SoilMax®, Spic & Span® or equivalent)*
   1 gallon water
3. If mildew is a problem in your area, prepare the solution above but substitute 1 quart of laundry bleach for 1 quart of water.
4. If you wash down the entire house, start at the bottom and work up to the top, as less streaking will result.
5. It is important that immediately following all washing operations, the entire surface be thoroughly rinsed with fresh water from a garden hose. Avoid prolonged or high pressure rinsing of open, ventilated areas.
6. For best results when using a cleaning solution, select an overcast cool day (55°-75°) and wash only small areas at a time. This should allow the wet cleaning solution to remain in contact with the finish for a period of not less than 3 minutes; then rinse with clear water before it has a chance to dry.

CAUTION: GREATER CONCENTRATIONS MAY CAUSE DAMAGE TO THE PRODUCT FINISH. DO NOT USE CLEANERS CONTAINING ABRASIVE PARTICLES, SOLVENT OR AMMONIATED-TYPE CLEANERS OR PAINT REMOVER FOR CLEANING THE PRODUCTS. WHEN USING ANY OF THE ABOVE CHEMICAL CLEANING AGENTS, OBSERVE THE CHEMICAL MANUFACTURER'S RECOMMENDED SAFETY PRECAUTIONS. PROTECT AGAINST CONTACT OF THE SOLUTION WITH EYES OR SKIN.

This cleaning and maintenance information is suggested in an effort to be of assistance; however, Alside can assume no responsibility for results obtained which are dependent on the solution chemicals as prepared and method of application.

Effective Date: September 26, 2013

Alside
P.O. Box 2010
Akron, Ohio 44398-9946
800.922.6009

Want to know more?
Visit our website at www.alside.com

Alside

SIDING SYSTEMS

Siding

Vinyl Siding Lifetime Limited Warranty

WITH TRANSFERABILITY PROVISIONS

ORIGINAL PURCHASER - PRESENT PROPERTY OWNER

PROPERTY ADDRESS

CITY STATE ZIP

PHONE DATE OF INSTALLATION

DEALER NAME

Alside

Vinyl Siding
Lifetime Limited Warranty

Alside Vinyl Siding, Vinyl Soffit and Accessories (the "Products") are warranted by Alside against blistering, corroding, flaking and peeling as a direct result of defects occurring in the manufacturing process, under normal use and service, subject to the terms and conditions contained in this Warranty.

If Alside determines that a claim is valid in accordance with the terms of this Warranty, Alside agrees, at its sole option, to repair, refinish or replace only the defective Siding panels, Soffit Panels and/or Accessories, and assume 100% of the cost of material and labor.

In the event that the building upon which the warranted Siding, Soffit and/or Accessories have been installed comprises multiple residential or commercial units, including condominiums, then each individually addressed unit shall be deemed to be a separate property owner unit for all applicability purposes of this Limited Warranty. For an entity other than living persons, the warranty period shall be for fifty (50) years from the original date of installation, under this Limited Warranty.

Transferability Provisions

This limited lifetime warranty (this "Warranty") remains in effect for as long as the owner(s) of the property to which the Products were originally applied [the "Original Property Owner(s)"] continues to live in and to own the property. In the event that there is more than one Original Property Owner, this Warranty will remain in effect as long as one of the Original Property Owners is living and owns an interest in the property. Upon change in ownership, this Warranty may be transferred to the new owner(s) ["Subsequent Transferee(s)"] as a Fifty (50) Year, Limited Non-Prorated Warranty beginning from the date of original installation of Products. Upon transfer fade shall be covered as set forth in the Fade Protection Schedule.

Exclusions

Alside does not warrant installation nor defects caused by installation. This Warranty covers only the specific manufacturing defects as specified herein. This Warranty does not cover any other damages or material failure including, but not limited to, normal weathering, oxidation, Acts of God, fire, flood, impact from foreign objects, chemical pollutants, mildew, structural defects, negligent maintenance or abuse or distortion or warping due to unusual heat sources (including but not limited to barbeque grills, fire, reflection from windows, doors, or other objects). Normal weathering may cause any surface to oxidize, chalk or accumulate surface dirt or stains due to varying exposures to sunlight, weather and atmospheric conditions. The geographic location, the quality of the atmosphere and other local factors in the area, over which Alside has no control, contribute to the severity of these conditions. This Warranty is valid only if genuine Alside Vinyl Siding, Soffit and/or Accessories are used, but shall be void if accessory Products incompatible with the Siding, Soffit and/or Accessories are installed which cause defects to occur. The Warranty does not apply to Products that have been painted, varnished, or similarly coated over the manufacturer's original finish unless coating is authorized by Alside pursuant to this Warranty.

Lifetime Limited Fade Protection

Alside warrants that the Products will not excessively fade. Excess fade is defined as a change greater than 4 Hunter Units of Delta E. This limited lifetime Fade Protection remains in effect for as long as the owner(s) of the property to which the Products were originally installed [the "Original Property Owner(s)"] continues to live in and to own the property. For an entity other than living persons, the Fade Protection period shall be for fifty (50) years from the original date of installation under this Limited Warranty prorated under the following schedule.

Alside will cover fade on the following basis:

Alside upon notification and validation of the complaint, will, solely at its option, either repair, replace or refinish (providing materials and labor) Products that have faded, provided such fading is in excess of 4 Hunter units of Delta E.

Fade Protection Schedule

Number of Years from Installation Date to Claim Date	*% of Purchase Price of Originally Installed Products found to be Defective for which Alside will be Responsible*
During original purchaser's property ownership	100%
Subsequent Owners and others covered by a 50-year prorated Warranty: 0-5 years	100%
More than 5 but less than 7	90%
More than 7 but less than 8	80%
More than 8 but less than 9	70%
More than 9 but less than 10	60%
More than 10 but less than 11	50%
More than 11 but less than 12	40%
More than 12 but less than 13	30%
More than 13 but less than 14	20%
More than 14 but less than 50	10%

Due to normal weathering, replacement Products may differ in gloss and color from Products that were originally installed. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products determined by Alside to be defective and the cost of the labor involved in the original installation of such defective Products. Any additional costs beyond these amounts are the property owner's responsibility.

Hail

Alside Vinyl Siding, Soffit and/or Accessories are also warranted against damage from hail. In such cases, upon authorization, the replacement materials only are covered. In the case of hail damage, the homeowner should first pursue their homeowners' insurance policy for coverage. In the event that coverage is denied by insurance carrier, homeowner will be entitled to the hail protection coverage hereunder. All other costs of replacement of hail-damaged Products, including the cost of labor, shall be the sole responsibility of the Original Property Owner(s) or Subsequent Owner(s) of the property.

Claim Handling

Any claims for defects under this Warranty must be reported to Alside, Consumer Services Group, 1-800-489-1144 within the Warranty period and promptly after discovery of the claimed defect, describing the defect claimed. Proof of Product purchase and proof of property ownership is required for coverage under this Warranty. The homeowner may be asked to complete a questionnaire and submit photos and/or samples, or at Alside's option, a reasonable time shall be allowed for inspection purposes. The obligation of Alside, under this Warranty, shall be performed only by persons designated and compensated by Alside for that purpose and is subject to all other provisions of this Warranty.

The original Warranty shall not be extended by any such work performed, but the remaining Warranty time period shall continue in effect and be applicable under the terms and conditions of this Warranty to the Warranty work performed. A color variance may occur between any new replacement panel in comparison to the originally installed panels due to weathering exposure and would not be indicative of defective Siding, Soffit and/or Accessories. Alside reserves the right to discontinue or change any Siding, Soffit and/or Accessories as manufactured. If the Siding, Soffit and/or Accessories originally installed are not available and Alside determines to replace the defective material, Alside shall have the right to substitute Siding, Soffit and/or Accessories designated by Alside to be of equal quality. Alside may elect to refund the original purchase price for only the defective materials.

The provisions of this Warranty are the full and complete Warranty policy extended by Alside.

This Warranty shall remain in effect only if normal cleaning practices are performed for maintenance of the Siding, Soffit and/or Accessories. (See Care and Cleaning.) This Warranty shall be null and void if harmful cleaning compounds are used.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE EXPRESS WARRANTIES EXTENDED BY ALSIDE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR THE SIDING, SOFFIT AND/OR ACCESSORIES. THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF ALSIDE AND SHALL BE THE PROPERTY OWNERS EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. ALSIDE SHALL NOT BE LIABLE TO THE PROPERTY OWNER FOR INCIDENTIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY FOR THE SIDING, SOFFIT AND/OR ACCESSORIES.

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

DO NOT MAIL THIS CARD WITH REGISTRATION CARD

APPLICATION FOR TRANSFER OF LIMITED WARRANTY

This card must be completed, signed by both the original property owner(s) and the new property owner(s), and mailed to Alside within 30 days of the date of transfer.

Original Property Owner(s):_____

_____

Property Address:_____

City:_____ State:_____ Zip:_____

Date of Original Installation:_____

I/We hereby certify that I/We sold the property located at the above address on:
Month_____ Day_____ Year_____

To:_____
Whose signature(s) appear(s) below

Signature(s) of Original Property Owner(s):

_____

_____

I/We acknowledge that I/We have read the Warranty and hereby apply for the transfer of the unexpired portion of the Warranty subject to its terms and conditions.

Date:_____

Signature(s) of New Property Owner(s):

_____

_____

DO NOT MAIL THIS CARD WITH REGISTRATION CARD

Alside

COMPLETE AND MAIL IMMEDIATELY

REGISTRATION APPLICATION

This card and the attached Warranty certificate are to be completed and signed by the property owner(s). Mail only this card to Alside after installation has been completed.

Name of Property Owner(s):_____

_____

Property Address:_____

City:_____ State:_____ Zip:_____

Address Installed:_____

City:_____ State:_____ Zip:_____

Installation was completed on:_____

Signature of Property Owner(s):

_____

_____

Installing Contractor:

_____

Address:_____

City:_____ State:_____ Zip:_____

Product(s) Installed:

_____

Please complete, along with the questionnaire on the reverse, and mail to:

Alside
Siding Warranty Registration Dept.
PO Box 2010
Akron, OH 44398-9946

WARRANTY

Railing Dynamics, Inc. ("RDI") warrants to the original consumer/purchaser (the "Purchaser") of RDI's Metal Works™ products (the "Product") that the Products will remain free from material defects in workmanship and materials. In addition, this Warranty also will cover cracking, peeling and blistering of the finish and extensive corrosions of the Product. Corrosion will not be considered extensive except where there are multiple rust-through perforation instances on the same piece of the Product. This Warranty is subject to the following limitations, exclusions and conditions for the time periods defined below:

1. This Warranty will last 15 years from the Purchaser's original date of purchase for homeowners at their residences and will last for 10 years from the Purchaser's original date of purchase for all commercial, governmental or other non-residential applications, in each case subject to the other limitations, exclusions and conditions set forth in this Warranty.

2. To obtain warranty coverage, the Purchaser must register the Product within 10 days of purchase by either (i) completing and signing a "Warranty Registration Form" and mailing it to RDI at the address provided or (ii) registering online at RDI's website: www.rdirail.com. Failing to register timely will void this Warranty.

3. This Warranty covers the Product only if it is purchased, stored and used exclusively in North America.

4. This Warranty may be transferred one time, within five years from the date of original purchase of the Product, to a subsequent buyer of the property upon which the Product was originally installed. As a condition to the effectiveness of any such transfer, the transferee must send written notice to RDI (at the address above) of the transfer, together with sufficient information for RDI to determine that the transfer is valid in accordance with the terms of this Warranty, within 30 days of the purported transfer. No other transfer or assignment of this Warranty will be valid, and any purported transfer or assignment of rights under this Warranty will void this Warranty.

5. To make a claim under this Warranty, during the warranty period the Purchaser must send to RDI, at its address provided, a reasonably detailed written notice of any defect or other warranty claim within a reasonable time after discovery of the basis for the claim. RDI may require proof of purchase, the product serial number, a clear photograph of the defective part(s) and actual part(s) themselves. If RDI determines that the Purchaser has a valid claim under this Warranty, RDI, at its option, will do one of the following:

(i) ship to the Purchaser (at his/her address stated in the Warranty Registration Form) a replacement for the part(s) subject to the warranty claim, free of charge to the Purchaser (but the replacement part may vary in color or finish as a result of weathering or normal discoloration of the original Product or changes in RDI's offerings of colors/finishes), and only for valid warranty claims made within two (2) years from the date of purchase for homeowners at their residences, pay for reasonable documented labor charges for removal of the defective or nonconforming Product and replacement with the new Product;

(ii) repair or restore the part(s) subject to the warranty claim, free of charge to the Purchaser, provided the Purchaser provides all reasonable cooperation; or

(iii) send payment to the Purchaser of the portion of the purchase price paid by the Purchaser to RDI for the part(s) subject to the warranty claim.

This paragraph 5 provides the Purchaser's exclusive remedy under this Warranty. Except as specifically provided in (i) above, RDI shall not be liable for any installation, removal or reinstallation of the Product or any part or for any labor. Under no circumstances will RDI be liable for any loss of time, maintenance or inconvenience.

6. This Warranty does not cover normal weathering effects, such as discoloration due to exposure to ultraviolet light (e.g., sunlight), or any defects, damage or other failure due to hail, high winds, flood, earthquake, lightning or any other weather disturbance or to extremes of temperature (such as fire) or pressure (such as an explosion). This Warranty does not cover defects, damage or other failure resulting from or relating to the impact of or contact with any foreign object (including but not limited to lawn care equipment), salt water, chemical (including but not limited to chemicals for pools or for ice removal), pollutant, waste or hazardous material or due to any other cause beyond RDI's control. Without limiting the foregoing, cracking, peeling, blistering or corrosion resulting from or worsened by scratches, nicks and dents are not covered by this Warranty.

Despite stringent quality control measures exercised during production and powder coating of metal railing products, a complete batch-to-batch consistency can not be guaranteed; slight color variation may occur.

7. This Warranty will expire within one (1) year from the Purchaser's original date of purchase if the Product is stored or installed either within one mile from the coast of any ocean, sea or gulf or within five hundred feet of any other salt water body of any kind.

8. It is the responsibility of the Purchaser to inspect all fasteners and connections at least once per year and make sure they are secure. Fasteners and connections may loosen over time. It is the Purchaser's responsibility to ensure a proper and safe installation and to perform proper and sufficient maintenance in accordance with RDI's recommendations. THIS WARRANTY DOES NOT APPLY TO, AND UNDER NO CIRCUMSTANCES WILL RDI BE LIABLE FOR, ANY FAILURE OF THE PURCHASER TO PERFORM ANY OF ITS RESPONSIBILITIES.

9. THIS WARRANTY DOES NOT APPLY TO, AND UNDER NO CIRCUMSTANCES WILL RDI BE LIABLE FOR, ANY DEFECT, DAMAGE OR OTHER FAILURE RESULTING FROM OR RELATING TO ANY MISUSE (WHICH INCLUDES BUT IS NOT LIMITED TO ANY ABNORMAL OR IMPROPER USE OR APPLICATION), ABUSE, ACCIDENT, NEGLECT, ABRASION, IMPROPER OR INSUFFICIENT MAINTENANCE, FAULTY OR IMPROPER INSTALLATION OR FAILURE TO ADHERE TO ANY INSTRUCTION OR RECOMMENDATION IN RDI'S INSTALLATION INSTRUCTIONS INCLUDED WITH THE PRODUCT (THE "INSTALLATION INSTRUCTIONS"). THIS WARRANTY WILL BE VOID AS TO ANY SURFACE OF THE PRODUCT THAT HAS HAD CONTACT WITH SALT WATER OR ANY HARSH CHEMICAL (INCLUDING BUT NOT LIMITED TO POOL CHEMICALS AND CHEMICALS FOR ICE REMOVAL), EXCEPT AS RECOMMENDED IN THE INSTALLATION INSTRUCTIONS. THIS WARRANTY WILL BE VOID IF ANY PART OF THE PRODUCT IS ALTERED OR IF ANY STRUCTURAL PART OR COMPONENT NOT SUPPLIED BY RDI IS USED IN CONJUNCTION WITH THE PRODUCT, OTHER THAN APPROPRIATE USE OF DECK JOISTS OR OTHER SUPPORT STRUCTURES IN ACCORDANCE WITH THE INSTALLATION INSTRUCTIONS. THIS WARRANTY WILL NOT COVER ANY CONSEQUENCE OF ANY DEFECT IN, DAMAGE TO OR OTHER FAILURE OF ANY DECK JOISTS OR OTHER SUPPORT STRUCTURES (OR ANY COMPONENT THEREOF). THIS WARRANTY WILL BE VOID IF THE PRODUCT IS USED IN VIOLATION OF ANY APPLICABLE BUILDING CODE, ZONING ORDINANCE, FIRE MARSHAL'S ORDER OR ANY OTHER LAW, REGULATION, ORDER, STANDARD, GUIDELINE OR RECOMMENDATION OF A GOVERNMENTAL OR JUDICIAL BODY.

10. RDI DOES NOT WARRANT SLIP RESISTANCE OF THE PRODUCT. RDI WILL HAVE NO LIABILITY FOR ANY SLIP OR FALL ON OR FROM THE PRODUCT. UNDER NO CIRCUMSTANCES WILL RDI BE LIABLE FOR ANY PROPERTY DAMAGE, BODILY INJURY OR DEATH.

11. UNDER NO CIRCUMSTANCES WILL RDI BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND IN NO EVENT WILL RDI'S LIABILITY RELATING TO ANY PRODUCT OR PART EXCEED THE PURCHASE PRICE PAID BY THE PURCHASER TO RDI FOR SUCH PRODUCT OR PART. Some states do not allow the exclusion or limitation of consequential or incidental damages, so the preceding sentence may not apply to the Purchaser in such states.

12. Except as expressly set forth in this Warranty, all purchasers of the Product will be purchasing the Product "AS IS AND WITH ALL FAULTS" and without any representation, warranty, promise, guaranty or other assurance of any kind, express, implied or statutory. Except as expressly set forth in this Warranty, RDI HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, GUARANTY OR OTHER ASSURANCE OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR ANY PURPOSE (OTHER THAN USES EXPRESSLY DIRECTED OR RECOMMENDED IN THE INSTALLATION INSTRUCTIONS), QUALITY, RELIABILITY, DURABILITY, WORKMANSHIP, MATERIALS, ABSENCE OF DEFECTS (LATENT OR PATENT), ABSENCE OF DANGEROUS CONDITIONS, CORRESPONDENCE TO ANY DESCRIPTION OR THE LIKE.

13. This Warranty shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of law that could result in application of the laws of another jurisdiction. All suits, actions or other claims under or relating to this Warranty must be brought only in the state courts of competent subject matter jurisdiction in Atlantic County, New Jersey. As a condition to making a claim under this Warranty, the claimant must submit to the exclusive personal jurisdiction of the state court of competent subject matter jurisdiction in Atlantic County, New Jersey for any and all claims whatsoever against RDI, and the claimant must waive its right to contest the personal jurisdiction or venue of any such court, whether on the grounds of inconvenience or otherwise.

NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED BY RDI TO CHANGE THIS WARRANTY OR TO MAKE ANY ADDITIONAL REPRESENTATION, WARRANTY, PROMISE, GUARANTY OR OTHER ASSURANCE ON BEHALF OF RDI RELATING TO THE PRODUCT.

WARRANTY

SEAMLESS ALUMINUM GUTTER & RAIN CARRYING SYSTEMS
TWENTY (20) YEAR LIMITED FINISH WARRANTY (Prorated & Non-Transferable)

COVERAGE UNDER THIS WARRANTY

Warranty is extended to you as the Original Property Owner(s) identified in this Warranty Certificate ("Certificate"). Subject to the terms and conditions set forth in this Certificate, Englert warrants that the seamless aluminum gutter/rain carrying accessories identified in this Certificate and installed on the Property identified in this Certificate will not blister, flake, chip, crack, peel, split, rot, red rust, or structurally deteriorate as a direct result of manufacturing defects under ordinary wear conditions for a period of twenty (20) years from the date of original installation as long as you own the property, provided that the cleaning methods, as described on the other side of this Certificate, have been fully followed. Reference in this Warranty to seamless aluminum gutters means aluminum gutters shaped and rollformed from Englert's aluminum gutter coils and installed on the Property.

OWNER(S) RESPONSIBILITIES IN THE EVENT OF A DEFECT OR COMPLAINT

If you believe or find that your seamless aluminum gutter/rain carrying accessories exhibit a manufacturing defect covered by this Warranty, simply write to Warranty Department, Englert Inc., 1200 Amboy Avenue, Perth Amboy NJ 08861. Describe the defect and provide your name, property address, date of installation, and copy of this Certificate. In order to qualify for warranty coverage, you must submit your claim in writing within forty-five (45) days from the date the defect(s) is first discovered, noticed, or reasonably could have been discovered.

Englert will respond to you within a reasonable period of time after we receive your claim and reserves the right to require you to furnish proof of purchase. Furthermore, Englert reserves the right to inspect the gutters or accessories claimed to be defective, within a reasonable period of time after receipt of your claim.

REMEDIES UNDER THIS WARRANTY

Englert will, at its option, either repaint, repair, or otherwise replace the defective seamless aluminum gutters/rain carrying accessories if it is determined that the claimed defect is covered by this Warranty during the original purchaser's ownership of the Property, as follows:

- If the defect is reported to Englert during the first year following the date of original installation of the defective aluminum gutters/rain carrying accessories, Englert will pay 100% of the cost of repainting, repairing, or otherwise replacing the defective aluminum gutters/rain carrying accessories. For each succeeding year thereafter, through the fifth (5th) year, Englert's portion of such costs will be reduced by 10% per year. During the sixth (6th) year, and each succeeding year thereafter, through the fourteenth (14th) year, Englert's portion of such costs will be reduced by 5% per year. From the fifteenth (15th) year through the twentieth (20th) year, Englert's portion of such cost will be 10% of the original cost of installation, including material costs. Englert reserves the right to require you to pay in advance, your portion of the costs for repainting, repairing, or otherwise replacing the defective seamless aluminum gutters/rain carrying accessories. It will be solely at Englert's discretion, as to how it will repair or replace the defective seamless aluminum gutters/rain carrying accessories, namely by repainting, repairing, or replacing.

There are no warranties on the seamless aluminum gutters/rain carrying accessories other than as set forth in this Certificate. Englert is not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the seamless aluminum gutters/rain carrying accessories. **THE WARRANTIES SET FORTH IN THIS WARRANTY ARE THE ONLY EXPRESS WARRANTIES EXTENDED BY ENGLERT ON YOUR SEAMLESS ALUMINUM GUTTERS/RAIN CARRYING ACCESSORIES. THE REMEDIES SET FORTH IN THIS CERTIFICATE SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES, AND ENGLERT'S SOLE LIABILITY FOR BREACH OF THE WARRANTIES SET FORTH IN THIS CERTIFICATE. ENGLERT SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN REGARDS TO THE BREACH OF ANY EXPRESSED OR IMPLIED WARRANTIES, IN CONNECTION WITH YOUR SEAMLESS ALUMINUM GUTTERS/RAIN CARRYING ACCESSORIES. ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM ENGLERT WILL VOID THIS WARRANTY.**

Some States do not allow the exclusion or limitations of consequential or incidental damages, so the above limitation or exclusion may not apply to you. This Certificate gives you specific legal rights, and you may also have other rights that may vary from one State to another.

The warranty period for any repainted, repaired, or replaced seamless aluminum gutters/rain carrying accessories will be the remaining unexpired portion of the original warranty period.

A color variation may occur between replacement products in comparison with the originally installed products due to the normal weathering and aging of the originally installed products. This will not be deemed as a defect in either the replacement products or the originally installed products.

Englert reserves the right to discontinue or modify any continuous seamless aluminum gutter coil and rain carrying accessories. In the event that any of the original products are no longer available, Englert reserves the right to substitute products of comparable quality. Englert also reserves the right to discontinue any particular color. In the event that any of the original colors are no longer available, Englert will substitute one of its currently available colors, matching closely to your existing aluminum seamless gutters/rain carrying accessories.

CONDITIONS NOT COVERED BY THIS WARRANTY

This Warranty covers only the particular defects described in this Certificate, and only if they arise during normal use and service, subject to normal wear and tear. It does not cover defects attributable to causes or occurrences beyond Englert's control and unrelated to the manufacturing process, including, but limited to, faulty or improper installation, normal weathering, oxidation, exposure to corrosive atmospheric (such as those contaminated with salt or salt spray, acid rain, harmful chemicals, or vapors,) mildew, unreasonable use, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lightening, radiation, ice or windstorms, hail or other acts of God, wind-borne objects, building settlement, structural failures (including walls and foundations), or the use of harmful cleaning compounds. Englert is not responsible for any damage to your seamless aluminum gutters/rain carrying accessories which occur during or as a result of the shaping or forming of your seamless aluminum gutters. Such damage is the sole responsibility of the dealer from whom you make the initial purchase.

Therma-Tru® Fiberglass and Steel Door Systems

Fiberglass – Classic-Craft®, Fiber-Classic®, Smooth-Star®, and Pulse® Door Systems
Steel – Pulse®, Profiles™, Traditions,
and Therma-Tru® Fire Door (TR 12-24) Steel-Edge Door Systems

Residential Limited Warranty

For Purchases Made on or After January 1, 2015

1. WHAT THE LIMITED WARRANTY COVERS AND FOR HOW LONG

a) PRODUCT DEFINITION:

THERMA-TRU® DOOR SYSTEM ("Product") consists of a Therma-Tru fiberglass or steel door slab(s) named above and the following parts when they are genuine Therma-Tru components: sidelites, any applied or inserted panels, dentil shelf, simulated divided lites on doors and sidelites, glass lite inserts with Therma-Tru logo glass temper blaze, wood grilles, hinges, weatherstrip, door bottom sweep (gaskets), rain deflector, rain guard, sill pan, screens, internal grids, corner seal pads, door sill, astragal, steel door frame, rot-resistant jambs, rot-resistant mullions, rot-resistant brickmould and multi-point locking system door handles and lockset (on fiberglass Products only). This Limited Warranty applies only when all of these parts are genuine Therma-Tru components. Other all-wood parts including primed Pine jambs, primed Pine mullions, primed Pine brickmould, Oak jambs, Oak mullions, Oak brickmould, mull casing, and steel Product's locking systems are not covered by this Limited Warranty.

b) COVERAGE:

Subject to the limitations and exclusions below, and for the duration of the applicable stated Warranty Period, Therma-Tru warrants that Products purchased and installed in the USA or Canada:

NON-GLASS COMPONENTS: Are free from non-conformities in material and workmanship. All hinges in fiberglass and steel Product, and multi-point locking systems installed in a fiberglass Product are also warranted against non-conformities in the mechanical and locking mechanism (excluding (i) installations within 5 miles of a body of salt water, (ii) the finish, and (iii) multi-point locking systems installed in steel Products). See Section 2a "WHAT THIS LIMITED WARRANTY DOES NOT COVER" for clarification.

GLASS COMPONENTS: Are free from non-conformities in material and workmanship resulting in internal glazing failure, seal failure, internal insert slippage, and permanent and material visual obstruction from moisture or dust film formation in the air space of the sealed glass unit.

NOTES ABOUT TIMELY FINISHING OF DOOR SYSTEMS:

- For continued warranty coverage, all fiberglass Therma-Tru door systems (Products) must be finished within 6 months of the installation date; and all steel Therma-Tru door systems (Products) must be finished within several days of the installation date. However, all bare or unprotected wood surfaces (such as door frames) on all steel and fiberglass Products (including any bare or unprotected wood surfaces used or exposed by builders, contractors, dealers, or distributors on or in conjunction with the Products) should be primed and painted, or stained and top coated within the lesser of 2 weeks of installation or exposure to weather. All doors must have all 6 sides finished. (Note: If a genuine Therma-Tru door bottom sweep (gasket) is properly applied by the builder, contractor, dealer, or distributor to the bottom edge of the door, then only the 5 remaining sides of the door require finishing.) For all doors, sides, top and bottom must be inspected and maintained as regularly as the front and back face surfaces. All PVC lite frames and simulated divided lite bars must be finished within 30 days of installation and are not recommended for use behind storm doors or if exposed to direct sunlight to be painted dark colors.
- Improper or untimely finishing of the Product by the Warranty Holder or its agents (i) increases the chance for Product damage of the type which is NOT COVERED by this Limited Warranty and (ii) increases the preparatory work that must be performed by the Warranty Holder or its agents in order to properly finish and maintain the Product in a manner not inconsistent with Therma-Tru's recommendations and instructions. This is particularly a consideration for steel Products.
- Therma-Tru Same-Day® Stain finishing product is recommended for staining and top coating fiberglass Products that do NOT have a Therma-Tru factory-applied exterior finish, that is, for Classic-Craft®, Fiber-Classic®, and Pulse® Product, and is covered by a separate 5-year limited warranty from the date of purchase. (Request a copy for all terms and provisions from Therma-Tru as indicated in Section 6 below or from your builder, dealer, or contractor who installed or sold the Product.)
- See Therma-Tru's recommendations and guidance for proper finishing of fiberglass and steel Products at www.thermatru.com (i) "Recommendations For Proper Finishing and Painting or Staining", and (ii) "Frequently Asked Questions".

SUMMARY OF LIMITED WARRANTY PERIODS FOR PRODUCTS – for Residential Warranty Holders Effective January 2015
This table summarizes for Residential Warranty Holders the Warranty Periods under this Limited Warranty that apply to Products when the following genuine Therma-Tru® manufactured or recommended components are incorporated into the Door System. This table is provided for your convenience ONLY. READ the entire Limited Warranty for the conditions and limitations that apply to this information. Commercial/Multi-Resident Warranty Holders are subject to different Warranty Coverage, Warranty Periods and Transferability restrictions which are stated in Section 1(c) "Warranty Duration".

See Notes (*)	**Fiberglass**	**Steel**		
Door System*	**Classic-Craft® Fiber-Classic® Smooth-Star® Pulse®**	**Profiles™ Wood-Edge Pulse®**	**Traditions Wood-Edge**	**Therma-Tru® Fire Door (TR 12-24) Steel-Edge**
Warranty Period	**Lifetime**	**10 Years**	**5 Years**	**15 Years (10 Years within 5 Miles of Salt Water)**
Door a/k/a Door Slab and Panels – Applied or inserted	Yes	Yes	Yes	Yes
Fire-Rated **	Select Product Codes (20-minute**)	Select Product Codes (20-minute**)	Select Product Codes (20-minute**)	90-minute**
Glass Lites – Clear, Low-E, Deco, and lite Frames Glazing, seal, internal insert placement, absence of permanent/material obstruction from moisture or dust formation in air space and applied wood grilles	Yes	Yes	Yes (10 Years)	No
Hardware – Hinges Mechanical (excluding (i) installations within 5 miles of a body of salt water and (ii) the finish)	Yes	Yes	Yes	Yes
Lockset – Multi-Point Locking System Mechanical and locking mechanisms (excluding (i) installations within 5 miles of body of salt water, (ii) the finish and (iii) multi-point locking systems installed in steel Products)	Yes	No	No	No
Corner Seal Pad – (excluding normal wear and tear)	Yes	Yes	Yes	Yes
Sills	Yes	Yes	Yes	Yes
Door Bottom Sweep (Gasket) and Weatherstrip – (excluding normal wear and tear)	Yes	Yes	Yes	Yes
Rain guard/Rain deflector – (Optional)	Yes	Yes	Yes	Yes
Aluminum or Stainable Astragal – (Optional)	Yes	Yes	Yes	Yes
Frames – Rot-resistant and sourced from Therma-Tru	Yes	Yes	Yes	Yes
Frames and Framing Components – of any type that are not sourced from Therma-Tru (see Sections 2(a), 12th bullet)	No	No	No	No
Tru-Defense® Door System eligibility and Warranty Rider	***			

*A "door" and a "door system" are not the same. A "door system" is assembled by a person (for example, your builder, contractor, dealer, or distributor) who sources and combines various separate components, including the "door Slab", into an entry system. If your door system is assembled using all genuine Therma-Tru parts, then you receive far more than just a beautiful door. You are purchasing an entry system in which every component has been manufactured or recommended by Therma-Tru to work together as an integral "door system" ... AND you will get the full benefit of a Therma-Tru door system limited warranty.

**A 20-minute Fire-rated door must be permanently labeled with a fire door certification label to signify that the Product is qualified as Fire-rated. To determine if an eligible door has been machined and is certified for use as a fire door, an official fire door certification label will be affixed, usually between the top and middle hinge, on the edge of the hinge side of the door slab. In the event that a fire door certification label is missing or has been removed, for a Fire-rated door to retain its fire rating it must be field labeled by the certification entity that originally certified the door (usually Warnock Hersey Intertek or Underwriters Laboratories). A Therma-Tru Fire Door (TR12-24) Steel-Edge must be installed with a Therma-Tru Adjusta-Fit® 2 frame with a lock bore sleeve, and a smock and draft intumescent seal to achieve a 90-minute or 60-minute positive pressure rating.

***Tru-Defense Fiberglass Door System: A Therma-Tru Fiberglass door system may qualify for supplemental reimbursement under the Tru-Defense® Door System Warranty Rider that provides for additional payment to the Warranty Holder of up to a maximum of $2,000 reimbursement if water infiltrates under a properly assembled, installed, and maintained fiberglass door system that meets the additional provisions stated in the Tru-Defense® Door System Warranty Rider. A copy of the Tru-Defense® Door System Warranty Rider for Fiberglass Door Systems is available from Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537, at 1-800-537-5322 or at www.thermatru.com, or from the builder, dealer, or contractor who installed or sold the Product.

c) WARRANTY PERIOD:

Product	Warranty Holder Classification	
	Residential Warranty Holder	Commercial/Multi-Resident Warranty Holder
Fiberglass: • Classic-Craft® Doors • Fiber-Classic® Doors • Smooth-Star® Doors • Pulse® Doors	Lifetime[1]	3 Years[3]
Steel: • Profiles™ (Wood-Edge Doors) • Pulse® (Wood-Edge Doors)	10 Years[2]	1 Year[3]
Steel: • Traditions (Wood-Edge Doors)	5 Years[2]	1 Year[3]
Steel: • Therma-Tru® Fire Door (TR 12-24) Steel-Edge Doors	15 Years[2] (10 Years[2] within 5 Miles of Salt Water)	1 Year[3]

[1] Measured from date Product was originally purchased from an authorized dealer and continuing for as long as the original Residential Warranty Holder owns and resides in the premises in which the Product was installed ("Lifetime Limited Warranty"), unless a shorter duration is expressly stated for the Product component. Not transferable.

[2] Measured from date Product was originally purchased from an authorized dealer and continuing for the stated duration period as long as the original Residential Warranty Holder owns and resides in the premises in which the Product was installed during that entire duration period. Not transferable.

[3] Measured from the earlier of the date Product was shipped from Therma-Tru or an authorized dealer; transferable to successor Commercial/Multi-Resident Warranty Holder during and for the balance of the original Commercial/Multi-Resident Warranty Period.

d) WARRANTY HOLDER CLASSIFICATIONS:

RESIDENTIAL WARRANTY HOLDERS: If the Product is installed in (i) a new residential dwelling and the first occupant owns the dwelling or (ii) an existing owner-occupied residential dwelling, and in each case, at the time of installation such owner is also responsible for Product replacement, then that owner is a Residential Warranty Holder. For example, assume the Product is installed in a condominium unit (a "dwelling") in a multi-resident building. If the first occupant of the condominium unit is the first owner of that unit and is also responsible for Product replacement, then that owner is a Residential Warranty Holder; however, if the owner is not the first occupant or if someone else other than the owner (for example, the condominium association) is responsible for Product replacement, then the owner is not a Residential Warranty Holder.

COMMERCIAL/MULTI-RESIDENT WARRANTY HOLDERS: If the Product is installed under conditions in which no one qualifies as a Residential Warranty Holder as described above, then the warranty holder is the owner of the dwelling or building in which the Product has been installed at the time of installation (and its builder and contractor). That owner is classified as a Commercial/Multi-Resident Warranty Holder. For example, this includes owners of commercial or investment buildings, or multi-resident premises in which the occupant is not responsible (other than through periodic fees/other assessments) for Product replacement whether or not the occupant owns the residential dwelling unit in the premises (including by example, certain condominiums, town homes, duplexes, apartments, cooperatives).

2. WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not include non-conformities or damages attributable to or arising from:

a) GENERALLY:

- General wear and tear, including without limitation wear and tear of weatherstrip, corner seal pads, door bottom sweep (gasket), or the multi-point locking system.
- Minor scratches or minor visual imperfections outside the Product's standard manufacturing and quality specification parameters.
- The finish on a multi-point locking system (door handles and lockset) and hinges is not warranted and is purchased "AS IS". This includes but is not limited to finish discoloration, tarnishing, scratches, abrasions, and visual imperfections. Exposure to certain environmental conditions, including but not limited to salt spray, acid rain, high humidity, or other corrosive elements may adversely affect the coatings on finishes (as well as the mechanical and multi-point locking system (door handles and lockset mechanisms). Timely and proper cleaning of hinges and a multi-point locking system will help to extend the finish appearance (and mechanical mechanisms) and discourage the possibility of rust and corrosion. Hinges and a multi-point locking system (door handles and lockset) should be wiped down periodically with a soft, water-dampened cloth and dried off with a soft dry cloth. Abrasive cleaners or other harsh chemicals should never be used on hinges or a multi-point locking system (door handles and lockset). Maintenance of the finish (and mechanical mechanisms) is the responsibility of the Warranty Holder.
- The mechanical mechanism on hinges installed within 5 miles of a body of salt water.
- The mechanical and locking mechanism on the multi-point locking system if the Product is installed within (5) miles of a body of salt water or installed on any steel Products. The Warranty Holder is responsible for maintaining the mechanical features of hinges and the multi-point locking system in the same manner as noted in the 3rd bullet above. Therma-Tru does not recommend the use of multi-point locking systems with steel Products. If any multi-point locking system is used with steel Products, its use is "AS IS" WITH NO WARRANTIES.
- EXPRESS OR IMPLIED WARRANTIES, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE OTHER PROVISIONS OF SECTIONS 4 AND 5 OF THIS LIMITED WARRANTY APPLY.

- Negligence; improper use; incorrect installation or finishing (with stain, paint, or varnish, or in any manner); lack of maintenance (including failure to properly maintain finish, see "NOTES ABOUT TIMELY FINISHING OF DOOR SYSTEMS" above); or operation inconsistent with Therma-Tru® recommendations and written instructions that are generally available in Therma-Tru Product Manual as updated by bulletins or other written communications, or on the Therma-Tru website at www.thermatru.com. STEEL PRODUCTS, PARTICULARLY THOSE INSTALLED WITHIN FIVE 5 MILES OF A BODY OF SALT WATER, REQUIRE PROMPT AND CAREFUL INITIAL FINISHING AND MAINTENANCE BY THE WARRANTY HOLDER, INCLUDING PERIODIC CLEANING, FINISHING, AND REFINISHING, AND OTHER REPAIRS in accordance with Therma-Tru's above referenced recommendations and written instructions.
- Improper pre-installation storage, including inadequate shelter or inadequate venting of shipping wrap in humid locations.
- Misapplication of Products or faulty building design or construction, including inadequate flashings, caulking, building settlement, or structural failures of walls or foundations, or inadequate overhangs.
- Installation in locations or a manner that exceeds or deviates from Product design standards and/or testing and certified performance specifications, and/or not in compliance with building codes.
- Product reinstalled after removal from its original installation, except in connection with proper and timely maintenance of components which incur normal wear and tear, such as the weatherstrip, door bottom sweep (gasket), and corner seal pads.
- Rotting, splitting, warping, swelling, or other adverse condition, of or attributed to or arising from a frame system, unless the frame system is a genuine Therma-Tru rot-resistant component part (Therma-Tru Primed Pine or Therma-Tru Oak jambs, mullions and brickmould are not Rot-Resistant components). Use of a non-Therma Tru frame system by the Warranty Holder (or its door system dealer, distributor, builder, installer, contractor, or other agent) will not automatically void this Limited Warranty. However, while Therma-Tru recommends the use of a rot-resistant or rot-free frame, Therma-Tru does NOT warrant the performance or integrity of any third party frame product (even if the manufacturer claims that its frame product is rot-resistant or rot-free), and therefore, this Limited Warranty will not apply to Product non-conformities or damages attributed to or arising from the rotting, splitting, warping, swelling, or any other condition of a third-party frame product.
- Damages aggravated or worsened because of failure by the Warranty Holder or its agents to timely take reasonable actions to mitigate any alleged damages or failure to file a claim for alleged damages promptly and during the Warranty Period.
- Harsh natural environmental conditions, including by example from substantial exposure to sun, salt spray, or airborne pollutants; other severe conditions including exposure to harsh chemicals or solvents, such as acidic brick washes or stucco leach; or damage from vandalism, or domestic or wild animals.
- Therma-Tru does not manufacture storm doors and is not responsible for any failure of, or any damage caused to, the storm door. PVC lite frames and simulated divided lite bars are not recommended to be installed behind a storm door or to be painted dark colors, if exposed to direct sunlight. However, the use of a properly installed and properly vented storm door along with a Therma-Tru door system does not void this Limited Warranty. The Therma-Tru door system will continue to be subject to the terms and provision of this Limited Warranty.
- Labor for removing, installing, or replacing Product or components or labor for other materials that are removed, reinstalled, or refinished in conjunction with repairing or replacing the Product or component.
- Any painting, staining, scratching, or other alteration of a Therma-Tru factory-applied exterior coating surface of the Products.
- Fading, discoloration, or color change of a Therma-Tru factory-applied color coating that equals or is less than five 5 Delta E units, calculated in accordance with ASTM E 308-85, ASTM E 805-81 and ASTM D 2244-85, effective on the date the Product is manufactured, and which covers less than a material portion of the exterior of the Product. Color change will be measured on an exposed color surface of the Product that has been properly maintained and cleaned of soils, and the corresponding values measured on the original or unexposed color surface. Non-uniform fading or color change is a natural occurrence if the exterior surfaces of the Product are not equally exposed to the sun and other environmental conditions.
- Products not installed in the USA or Canada.

b) GLASS:

- Minor variations in glass color or imperfections that do not affect the structural integrity of the glass or do not permanently and materially obstruct vision from moisture formation between the panes.
- Glass covered with aftermarket window films.
- Accidental glass breakage, including by example caused by debris or foreign objects striking the glass, or breakage that may occur under conditions exceeding the Product's performance parameters.
- Condensation, frost, or mold resulting from humidity within the building and interior/exterior temperature differentials. Note: There is no such thing as a "condensation-free" window in high-humidity conditions. Controlling the amount of moisture in your home is the most effective action you can take to avoid condensation.
- Stresses from localized heat which cause excessive temperature differentials over the glass.
- Post-manufacture dissipation of inert gases (as argon) or the amount of gas in Products with inert gas-filled insulating glass.
- Scratches or other imperfections, unless readily observable more than 4 feet away.
- Any sound that occurs from decorative grids striking the glass due to vibrations from daily use or outside traffic is not considered an imperfection, nor is the grid touching the glass (primarily in triple-pane window units) considered a defect.
- Mineral deposits.
- The alteration or application of any aftermarket films, coatings, tints, or other similar products not originally supplied by Therma-Tru will void this Limited Warranty.

c) ADDITIONAL LIMITATIONS, EXCLUSIONS AND CONSIDERATIONS:

- This Limited Warranty does not guarantee safety for persons or property, nor make a premises hurricane-proof or impact-proof. Follow weather and news reports in order to assess severe weather situations, and obey local authorities' shelter and evacuation orders.

- This Limited Warranty does not cover damage attributable to or caused by acts of God that include, but are not limited to, stresses, high winds, floods, fire and other conditions that exceed Product designs and testing specifications that are test evaluated and certified as referenced in Therma-Tru's published literature. CERTIFICATION APPROVAL, RATING AND REFERENCES TO OTHER PERFORMANCE STANDARDS MEAN THAT THE PRODUCT MEETS THE ESTABLISHED SPECIFICATION PARAMETERS OF THE CERTIFICATION PROCESS OR STANDARD TESTING AT THE TIME THE PRODUCT IS MANUFACTURED. However, with exposure over time to environmental conditions, including by example high-wind events and other forces of nature, the Product will be subjected to normal and abnormal wear, and its performance capability may change. It is the Warranty Holder's (and its building agents) responsibility to consult local building code laws, and the certification and rating agencies published materials and websites for guidelines on the standards necessary to meet all regulations and codes in the area where the Product will be installed.
- Product features designed to help address pressurization of a building during high-wind or other severe storm events are not a guarantee against water and air infiltration, and Therma-Tru is not responsible for claims or damages caused by water or air infiltration of Product.
- Product selection is the sole responsibility of the Warranty Holder and its building agents, not Therma-Tru.
- Damage from failure to inspect Product following each high-wind or impact event is not covered under this Limited Warranty.
- This Limited Warranty will be void if the Product rusts due to reasons other than non-conformities in material and workmanship, including without limitation rusting (on steel Products) arising from misuse, abrasions, environmental conditions, solvents, corrosives, salts, chemicals, excessive moisture, or any other damage due to normal wear and tear that could have been addressed by routine, timely, and proper initial finishing or periodic corrective maintenance.

3. THIS LIMITED WARRANTY'S EXCLUSIVE REMEDY

If the Product or any components fail to meet this Limited Warranty, Therma-Tru's sole obligation is to either (as Therma-Tru elects):

- Repair the component(s) (color and graining matching not guaranteed), or
- Provide replacement component(s) to the Warranty Holder or Therma-Tru's dealer designated (color and graining matching not guaranteed), or
- Refund the Warranty Holder's purchase price (the lesser of the original Product/component purchase price or the original catalog list price).

Repaired or replaced components are warranted only on the same terms and for the remainder of the Warranty Period. Therma-Tru reserves the right to discontinue or change any Product. If the Product or component is not available, Therma-Tru may select and provide a replacement Product or component of equal quality and price. This is the Warranty Holder's sole and exclusive remedy for the Product under this Limited Warranty. By example but not limitation, this Limited Warranty does not cover any of the following costs and expenses: (i) labor for removing, reinstalling, refinishing Product (or other materials that are removed, reinstalled, or refinished to repair or replace the Product); (ii) shipping/freight expenses to return the Product to Therma-Tru; (iii) normal maintenance; (iv) consequential, special, or indirect losses or damages of any kind.

4. DISCLAIMER OF WARRANTIES

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY LAW. SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY. THERMA-TRU DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS.

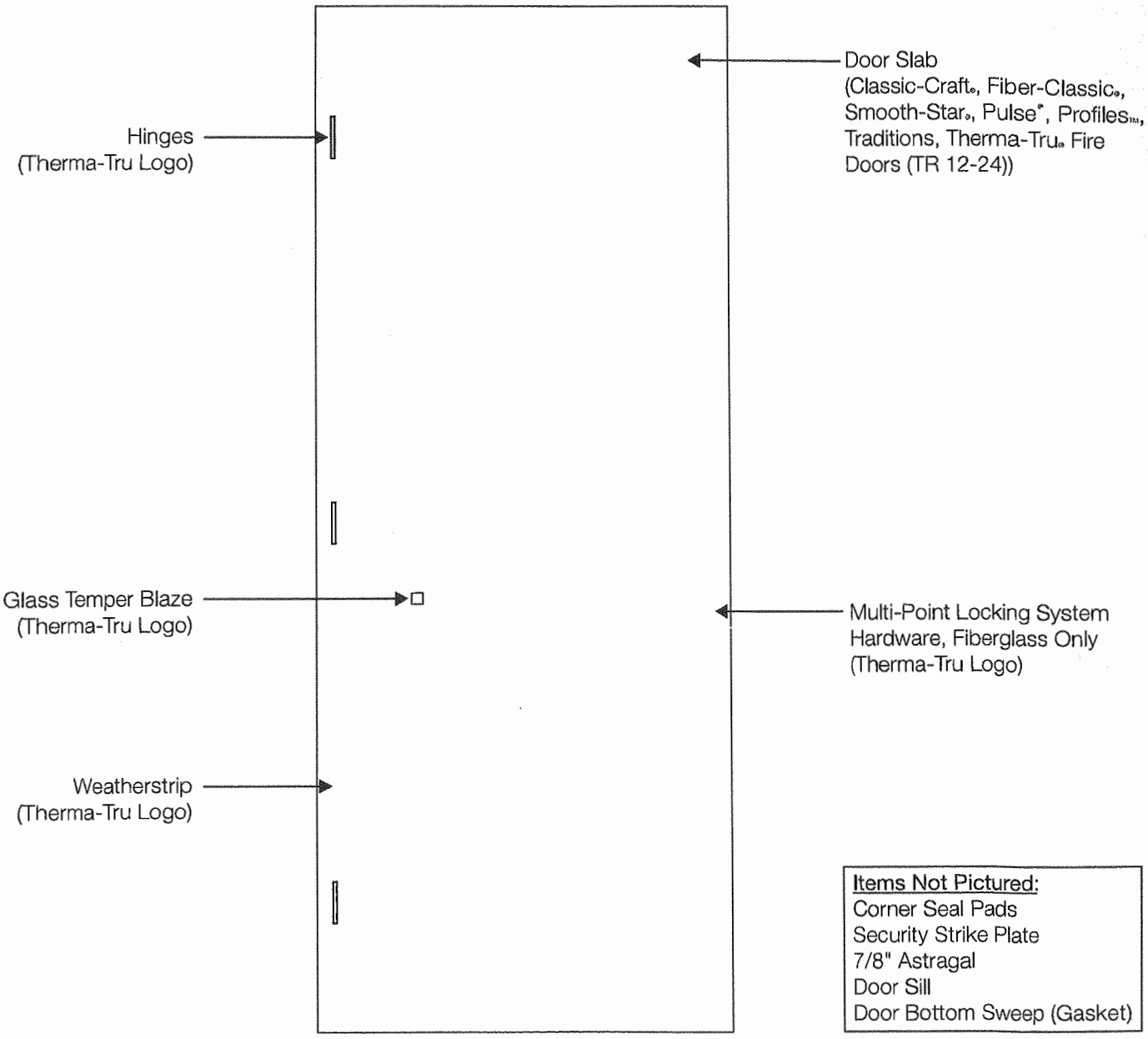
5. LIMITATION OF LIABILITY

THERMA-TRU'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY IS REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE AS SET FORTH ABOVE. IN NO EVENT WILL THERMA-TRU BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE OF ANY KIND TO A PREMISES, LOSS OF PRODUCT USE, REINSTALLATION, LABOR, REMOVAL, REFINISHING, TEMPORARY/ PERMANENT RELOCATION OF RESIDENTS OR PROPERTY, LOSS OF PROFITS/REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS OR WORK, INCREASED OPERATING EXPENSES, EMOTIONAL DISTRESS CLAIMS OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, BUT THE WARRANTY HOLDER MAY HAVE OTHER RIGHTS WHICH VARY BY LOCATION. IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL THERMA-TRU'S ENTIRE LIABILITY EXCEED THE LESSER OF THE PRODUCT'S OR THE NON-CONFORMING COMPONENT'S PURCHASE PRICE.

6. CLAIMS

Claims must be initiated during the Warranty Period. To initiate a claim, please contact the builder, dealer, or contractor who installed or sold the Product. If that party is unknown or unreachable, contact Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537 at 1-800-537-5322 or at www.thermatru.com. Claimant will be required to provide proof of premise ownership and the date of Product purchase and may be required to return the Product or component to Therma-Tru (at Claimant's expense).

Therma-Tru® Door System Genuine Component Part Identification Guide



Items Not Pictured:
Corner Seal Pads
Security Strike Plate
7/8" Astragal
Door Sill
Door Bottom Sweep (Gasket)

Note: This Limited Warranty applies only to Products purchased and installed in the USA or Canada. For Products purchased or installed outside the USA or Canada, Therma-Tru disclaims any and all warranties of any kind, express or implied, by operation of law or otherwise, and any and all liability for damages of any kind.

Effective January 1, 2015
Part #MAWFEP15 MTZT NOV 2014

THERMA-TRU® DOORS

United Window & Door Warranty

LIMITED LIFETIME WARRANTY NON-PRORATED TRANSFERABLE

United Window & Door Manufacturing, Inc. warrants as follows:

1. Its windows and doors are free from material defects in manufacture, and will not peel, corrode, rot, warp, blister of flake; and

2. It's insulating glass units will be free from material obstruction of vision as a result of dust or film formation on internal (between) glass surfaces caused by failure of the hermetic seal due to faulty manufacturing. (Condensation on external glass surfaces does not indicate a faulty product.)

The limited warranty period for windows and doors (including glass and hardware) shall be for the lifetime of the original purchaser. This limited warranty is transferable. In the event of transfer, the warranty period for windows and doors shall be for ten years (10) after the original date of manufacture and the period for insulating glass units and hardware shall be five years (5) after the date of manufacture.

United will provide free repair or replacement, at its option, of any part that is proven defective due to manufacturing defect after inspection by United. In order to obtain performance of this limited warranty, contact the dealer where you purchased the product or ship the product prepaid, along with proof of purchase, to United Window & Door Manufacturing, Inc., 24-36 Fadem Road, Springfield, NJ 07081. The repaired or replaced product will be returned to you at your expense. United will bear no other expenses such as labor costs of any kind, freight, removal or reinstallation. This is the exclusive remedy available for any and all warranty and other claims.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED. UNITED MAKES NO OTHER EXPRESS OR WARRANTY OF ANY KIND, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER MATTER. UNITED SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES

This limited warranty does not apply to any of the following:

1. Damage incurred during or after installation, including, but not limited to ripped, cut, torn or bent screen wire; or breakage, cracks or scratches in glass;
2. Drafts or water leakage through storm windows and storm doors;
3. Normal wear and tear;
4. Faulty or improper installation, building construction design or handling; or
5. Abuse, misuse, accidents, flood, fire acts of God.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, so the above exclusion and limitations may not apply to you. this limited warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

Andersen WINDOWS • DOORS

Limited Warranty

100 SERIES

OWNER2OWNER LIMITED WARRANTY

Para ver la versión, en español, de esta Garantía limitada y Proceso de resolución de controversias, visite andersenwindows.com

LIMITED WARRANTY AND DISPUTE RESOLUTION PROCESS

IMPORTANT: Please carefully read the Dispute Resolution Process that appears in this document after the Limited Warranty. The Dispute Resolution Process includes class action and jury trial waivers that affect your legal rights. To opt out of these waivers, you must visit our website at www.andersenwindows.com/optout and complete the opt-out form within one year from the date of purchase of your Andersen® products from a dealer or retailer. The opt-out only applies to the terms of the Dispute Resolution Process.

100 Series Windows & Doors Limited Warranty

Transferable Limited Warranty on Glass

The glass in Andersen® 100 Series factory glazed window and door units (including dual-pane glass, Low-E glass, SmartSun™ glass, Heatlock™ glass, PassiveSun® glass, patterned glass (including obscure, fern, reed and cascade designs), Finelight™ grilles, and tempered versions of these glass options) is warranted to be free from defects in manufacturing, materials and workmanship for twenty (20) years from the date of purchase from the retailer/dealer. It is also warranted not to develop, under normal conditions, any material obstruction of vision resulting from manufacturing defects or as a result of premature failure of the glass or organic seal for twenty (20) years from the date of purchase from the retailer/dealer. Patterned glass (including obscure, fern, reed and cascade designs) is warranted not to develop, under normal conditions, any material change in appearance resulting from manufacturing defects or as a result of premature failure of the glass or organic seal for twenty (20) years from the date of purchase from the retailer/dealer. This limited warranty on glass does not apply to special order glazings, impact-resistant glass or glass that is not factory installed by Andersen.

In the event a glass failure occurs as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Andersen, at its option, will: (1) provide the appropriate replacement glass product to the Andersen retailer/dealer you specify — labor is not included; or (2) provide a factory-authorized repair to the existing glass at no cost to you; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Components Other Than Glass

Non-glass portions of Andersen® 100 Series windows and doors (including non-electric operators, locks, lifts, balance systems, hinges, handles, insect screens, weatherstripping, exterior trim, sash and frame members) are warranted to be free from defects in manufacturing, materials and workmanship for a period of ten (10) years from the date of purchase from the retailer/dealer. This limited warranty does not apply to finishes on bright brass and satin nickel hardware.

In the event a component other than glass fails as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Andersen, at its option, will: (1) provide replacement parts to the Andersen retailer/dealer you specify — labor is not included; or (2) provide a factory authorized repair to the existing component at no cost to you; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Exterior Color Finish

The color finish on the Fibrex® material exterior components (frame, sash, panel, window sills and grilles) on Andersen® 100 Series casement, awning, single-hung, gliding, picture, transom windows, specialty windows and patio doors is warranted to be free from manufacturing defects resulting in color fade greater than 5 delta E* measured in accordance with ASTM D2244 for a period of ten (10) years from the date of purchase from the retailer/dealer.

What is not covered by this exterior color finish warranty: weatherstripping, accessories and hardware, including insect screen frames, patio door sills, hinges, handles, trim sets and lock components, exterior trim profiles and exterior aluminum coil stock.

In the event there is a defect covered by this limited warranty for exterior color finish within the limited warranty period, Andersen, at its option, will: 1) refinish the product - labor is included (the finish will be applied with standard commercial refinishing techniques and may not be the same finish as originally applied to the product), 2) repair the product, 3) provide replacement part(s) or product(s) to the Andersen retailer/dealer you specify - labor is not included or 4) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

*Technical measurement of color fade

No Other Warranties or Representations

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED ABOVE. ANDERSEN EXCLUDES AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE. THE REMEDY OF REPAIR, REPLACEMENT OR REFUND OF THE ACTUAL PURCHASE PRICE OF THE PRODUCT PROVIDED BY THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGE.

Applicable Law

This Limited Warranty is only applicable in the U.S.A. (i.e. the fifty states and the District of Columbia). This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect.

What is NOT covered by this Limited Warranty

In addition to any other limitations or exclusions in this Limited Warranty, Andersen shall have no obligation for product failure, damage or costs due to or related to the following:

- Product modifications or glass shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated coverings, etc.).
- Units improperly assembled or improperly mulled by others.
- Failure due to the application of non Andersen hardware (e.g., locksets, trim sets, hinges, panic hardware, closers, etc.).
- Failure to properly install Andersen hardware.
- Adjustments or corrections due to improper installation.
- Improper installation or use, including use of a non-commercial door as a main entrance or exit door for a building other than a single-family residential unit or re-installing an Andersen window or door after it has been removed from a building and re-sold and/or re-installed in a different building.
- Exposure to conditions beyond published performance specifications.
- Water infiltration other than as a result of a defect in manufacturing, materials or workmanship.
- Condensation.
- Improper maintenance, such as use of brickwash, razor blades, sealants, sanding or improper washing.

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- Chemicals or airborne pollutants, such as salt or acid rain.
- Delivery by others.
- Accidents.
- Acts of God.
- Normal wear and tear.

Additional items excluded from this Limited Warranty:

- Labor to replace sash or door panels, glass or other components.
- Labor and other costs related to the removal and disposal of defective product.
- Labor and materials to paint or stain any repaired or replaced product, component, trim or other carpentry work that may be required.
- Products not manufactured by Andersen.
- Slight glass curvature, minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision.
- Rattling of grille bars within an air space.
- Insects passing through or around the insect screen.
- Tarnish or corrosion to hardware finishes.
- Special glazings. Contact us concerning the limited warranty on special glazings.
- Bright brass and satin nickel finishes on hardware.
- Service trips to provide instruction on product use.
- Andersen® A-Series windows and doors, 400 Series and 200 Series windows and doors, 400 Series windows with Stormwatch® protection and impact-resistant glass, storm doors, Renewal by Andersen® windows, E-Series/Eagle® windows and doors, Silver Line® windows and doors, American Craftsman® windows and doors and Weiland® windows and doors have their own limited warranties and are not covered by this Limited Warranty. For information on warranty coverage for these products, please refer to the specific limited warranties for these products. They are available from your dealer or at www.andersenwindows.com.

How to register your Owner-To-Owner® Limited Warranty

Andersen offers quick, easy warranty registration on our website. Just go to www.andersenwindows.com/warranty and submit your warranty information online. All warranty information is treated confidentially and will not be sold or traded to any person or organization outside of Andersen and the Andersen Dealer Network.

Warranty Claim Procedure

To make a claim under this Limited Warranty, contact the Andersen retailer/dealer who sold you your Andersen® product. Or, you may contact us at:

Andersen Windows, Inc./Andersen Service Center
100 Fourth Avenue North
Bayport, MN 55003-1096

You may also contact us using the Parts & Service section of our website at www.andersenwindows.com or reach us by phone at 1-888-888-7020.

You can help us serve you faster by collecting and including the following important information:

- Description of the product such as the exterior color, unit type and size and inside visible glass measurements.
- Product ID label information.
- Glass logo information etched in the inside corner of the glass.
- Description of product concerns.
- Documentation of the purchase date, if available.
- Your name, address (with zip code) where the product is installed and telephone numbers.

Non-Warranty Repair

You will be responsible for all costs related to any repair that is not covered by this Limited Warranty or which is outside of the limited warranty period. When warranty coverage is unclear, Andersen may charge an inspection fee for any on-site product inspection. If the inspector determines the Andersen® product has a defect covered by this Limited Warranty, the inspection fee will be waived.

For specific warranty information outside the United States, please contact your local distributor or write to:

Andersen Windows, Inc./International Division
100 Fourth Avenue North
Bayport, MN 55003-1096 USA

DISPUTE RESOLUTION PROCESS

General

If you are dissatisfied with the remedy provided to you under the Limited Warranty set forth above or have any other claim against Andersen related to your Andersen® products, you and Andersen agree to resolve the claim using the following process ("Dispute Resolution Process"). This Dispute Resolution Process will apply to claims of any nature relating to your Andersen product ("Dispute(s)"). Disputes include, but are not limited to, claims for breach of contract or breach of warranty, claims for violation of state or federal laws or regulations, claims based in tort, negligence or product liability, claims based in fraud or fraud in the inducement, marketing or advertising claims and claims related to the enforceability or effect of any term of the Limited Warranty or the Dispute Resolution Process, including, but not limited to, the waivers of class action and jury trials.

Notice Required

To assert a Dispute, you must first provide Andersen with written notice. A Notice of Dispute form is available for your use on Andersen's website at www.andersenwindows.com/noticeofdispute.

Andersen Response

Andersen will have 60 days from receipt of your Notice of Dispute to respond to you in writing. In that response or at any later time, Andersen may make one or more written offers to you to resolve your Dispute.

No Class Action or Jury Trials

YOU AGREE THAT YOU MAY ASSERT DISPUTES AGAINST ANDERSEN ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. AS PART OF THIS DISPUTE RESOLUTION PROCESS, YOU AND ANDERSEN ALSO AGREE TO WAIVE ANY RIGHT TO A JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE.

Opt-Out Procedure

You may opt out of this Dispute Resolution Process by completing and submitting a written Opt-Out Notice. The Opt-Out Notice is located on Andersen's website at www.andersenwindows.com/optout. Whether or not you opt out of the Dispute Resolution Process, all terms of the Limited Warranty set forth above remain in force and effect.

Applicable Law and Severability

This Dispute Resolution Process, including, but not limited to, issues related to its enforceability and effect, will be governed by the laws of the State of Minnesota without regard to conflict of law principles. If any term of this Dispute Resolution Process is found to be invalid or unenforceable in any particular jurisdiction, that term will not apply to that issue in that jurisdiction. Instead, that term will be severed with the remaining terms continuing in full force and effect.

Questions

If you have questions about the Dispute Resolution Process or Opt-Out Procedure, contact us at 844-332-7972.

LP SMARTSIDE®
TRIM & SIDING

Prorated 50-Year Limited Warranty

This warranty is limited to SmartSide® Lap Siding, Panel Siding, Trim & Fascia, Soffit, and ArmorStrand™ Panel ("the Product(s)") installed on structures permanently located in the United States and Canada.

1. Warranty Coverage–Limited 50-year Substrate Warranty

Louisiana-Pacific Corporation ("LP")'s warranty is made to the original purchaser of the Product(s) ("Purchaser"); the original owner of the structure on which the Product(s) are installed; and to the next owner of that structure (together "Owner"). LP's express warranties may not be assigned to any subsequent owners of the structure. LP warrants that the Product(s) will remain free from: a) fungal degradation; b) buckling and c) cracking, peeling, separating, chipping, flaking or rupturing of the resin-impregnated surface overlay for a period of 50 years from the date application is completed, when the Product(s) has been stored, handled, applied, finished and maintained in accordance with LP's application, finishing and maintenance instructions in effect at the time of application.

LP SmartSide Precision Series 38 Series lap and panel siding product(s), LP SmartSide Precision Series 76 Series panel product(s), LP SmartSide Architectural Collection 120 Series lap product(s), LP SmartSide Foundations 76 Series lap product(s), LP SmartSide Foundations 120 Series panel product(s), LP SmartSide Foundations 120 Series Stucco and Reverse Board and Batten panel product(s), and ArmorStrand Panel are warranted against buckling when installed up to 16 in. o.c. stud spacing and when stored, transported, handled and maintained in accordance with applicable LP Application Instructions. Buckling is defined as 1/4 in. out of plane covering a distance no greater than 16 in. between studs. Waviness due to misaligned framing, crooked or bowed studs, foundation or wall settling, or improper nailing is not considered buckling. THIS WARRANTY DOES NOT COVER PERFORMANCE OF 76 SERIES FOUNDATIONS SIDING IN ALASKA, BRITISH COLUMBIA, HAWAII, NORTHERN CALIFORNIA NORTH OF I-80 OR WEST OF THE CASCADES IN WASHINGTON, OREGON AND CALIFORNIA. THIS WARRANTY DOES NOT COVER FOUNDATIONS OR ARCHITECTURAL SERIES PANEL SIDING WHEN USED ON PREFABRICATED OR MANUFACTURED HOMES.

LP SmartSide Precision Series 76 Series lap siding product(s) and LP SmartSide Precision Series 190 Series panel product(s) are warranted against buckling when installed up to 24 in. o.c. stud spacing and when stored, transported, handled and maintained in accordance with applicable LP Application Instructions. Buckling is defined as 3/8 in. out of plane covering a distance no greater than 24 in. between studs. Waviness due to misaligned framing, crooked or bowed studs, foundation or wall settling, or improper nailing is not considered buckling.

LP further warrants that the Product(s) have been treated with the borate-based SmartGuard® process during their manufacture to enhance their ability to resist structural damage due to termites and fungal decay.

2. Remedies for Breach of Limited Express Substrate Warranty

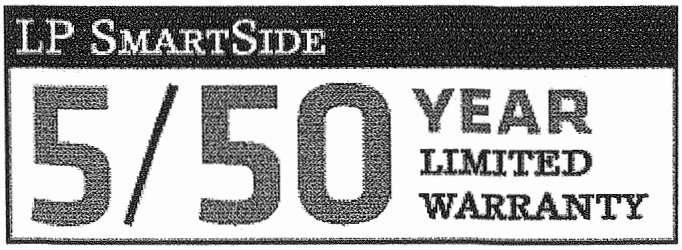
THIS SECTION 3 PROVIDES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER OR OWNER OF A STRUCTURE ON WHICH PRODUCT(S) HAS BEEN APPLIED.

In the event of a breach of this Limited Express Warranty (or of any implied warranty not otherwise disclaimed herein), LP will:

a) during the first 5 years from the date of installation, pay an amount equal to the cost (as established by an independent construction estimator, such as R.S. Means) of repairing or replacing any Product(s) that fails to comply with the provisions of Paragraph 1, above, or

b) during the 6th through the 49th years from the date of installation, pay an amount equal to the cost of similar wood based replacement product, (no labor or other charges shall be paid) less an annual pro rata reduction of 2.22% per year (6th year, 2.22%; 7th year, 4.44%, etc.) such that from and after the 50th year the amount payable under this warranty will be zero.

Any dispute concerning the applicability of the warranty or whether the Product(s) met the manufacturer's standards in accordance with Section 1 shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The jurisdiction of the arbitrator over the dispute shall be exclusive and the decision of the arbitrator shall be binding and non-appealable.



3. Exclusion of Other Remedies

IN NO EVENT WILL LP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, MULTIPLE, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT(S) SUPPLIED, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY OR LOST PROFITS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

4. Exclusion of All Other Warranties, Express or Implied

A. THIS LIMITED EXPRESS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT(S) AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING, EXCEPT WHERE SUCH WARRANTIES ARISE UNDER APPLICABLE CONSUMER PRODUCT WARRANTY LAWS, AND CANNOT BE LAWFULLY DISCLAIMED, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAWS.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

B. NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF LP WITH RESPECT TO THESE PRODUCT(S).

5. Certain Damages Excluded from Warranty Coverage

This Limited Express Warranty does not cover or provide a remedy for damage that results from:

a) misuse or improper storage, handling, application, finishing or maintenance; alterations to the structure after the original application of the Product(s); acts of God, such as hurricane, tornado, hail, earthquake, flood or other similar cause beyond the control of LP; design, application or construction of the wall system on which the Product(s) is applied; transport, storage or handling of the Product(s) prior to application;

b) product(s) that is not applied, finished and maintained in strict accordance with LP's instructions in effect at the time of original application;

c) swelling and/or edge checking. Such swelling and/or checking normally occurs in all wood products as they expand and contract in response to changes in climactic conditions;

d) termite damage which does not affect the structural integrity of the Product(s); or

e) design, application or construction of the structure on which the Product(s) are installed including but not limited to any damage or condition arising from the use of foam sheathing.

f) use of Foundations or Architectural series panel siding on prefabricated or manufactured homes or structures.

g) use of ArmorStrand panels when used on prefabricated homes or structures.

h) textured finish coatings applied to ArmorStrand Panels.

6. Responsibility of Purchaser or Owner

COMPLIANCE WITH EACH OF THE REQUIREMENTS SET OUT BELOW IN SECTIONS (a) AND (b) IS A CONDITION TO LP'S OBLIGATIONS UNDER THIS WARRANTY AND THE FAILURE TO COMPLY WITH ANY ONE OR MORE OF THE ITEMS SHALL VOID ANY RIGHTS OWNER AND PURCHASER MAY HAVE AGAINST LP:

a) Any Purchaser or Owner seeking remedies under this warranty must notify LP, at the number listed below, within 90 days after discovering a possible nonconformity of the Product(s), and before beginning any permanent repair. This notice should include the date on which the Product(s) application was completed. It is the Owner's responsibility to establish the date of installation.

b) LP must be given a 90-day opportunity to inspect the siding. Upon reasonable notice, the Purchaser or Owner must allow LP's agents to enter the property and structure on which the Product(s) is applied to inspect such Product(s).

7. Governing Law

All questions concerning the meaning or applicability of this limited warranty are to be decided under the laws of the State of Tennessee without reference to its choice-of-law rules.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

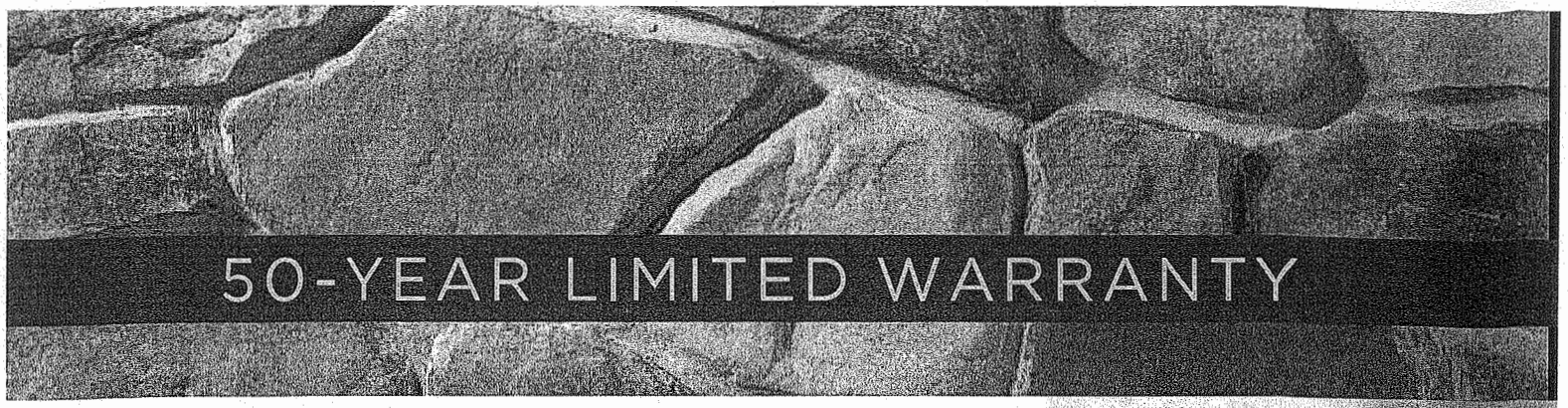
For further information, please call Customer Support at 800.450.6106, or write to: LP Corporation, 414 Union Street Suite 2000, Nashville, TN 37219

Cal. Prop 65 Warning: Use of this product may result in exposure to wood dust, known to the State of California to cause cancer.

LP SMARTSIDE®
TRIM & SIDING

Note: Louisiana-Pacific Corporation periodically updates and revises its product information. To verify that this version is current, call 800-450-6106.

LPZB0523 6/16



50-YEAR LIMITED WARRANTY

The warranty period for Ply Gem Stone products is 50 years from the date of installation. Ply Gem Stone is an all-masonry product, and will not flake, peel, or blister. The hardness of Ply Gem Stone offers ample protection against any possible damage resulting from hailstones striking the stone surface. Ply Gem Stone will not corrode or rust. The surface colors of our product will not run or streak in normal weathering.

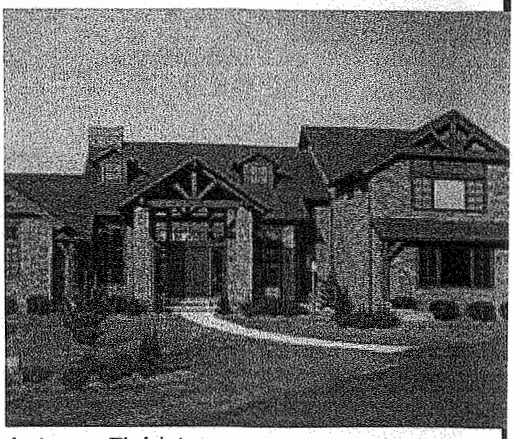
This warranty does not include damages resulting from improper installation, willful abuse, misuse, or negligence. This warranty does not include damages resulting from fire, lightning, floods, earthquakes, or any other act of nature. This warranty does not include damage resulting from settlement of the building, movement in foundation or walls, or other failures of the structure. This warranty does not include surface discoloration due to air pollution, exposure to harmful chemicals, efflorescence, oxidation, or normal weathering of the surface. This warranty does not include damages resulting from other causes beyond the control of the manufacturer.

Ply Gem Stone reserves the right to replace or repair the stone at its discretion. Ply Gem Stone also reserves the right to refund the purchase price of the stone in lieu of repair or replacement. Ply Gem Stone reserves the right to discontinue and/or change any of its products. In the event the products covered under this warranty are not available, Ply Gem Stone shall have right to substitute a product that, at the sole discretion of Ply Gem Stone, is of equal quality or price.

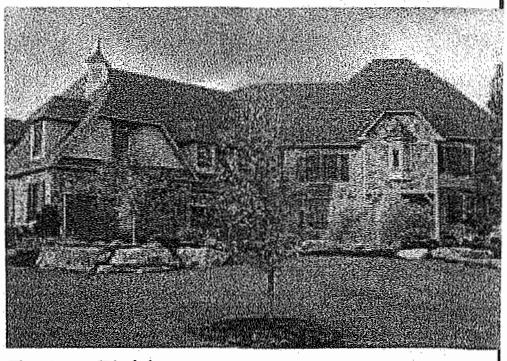
Ply Gem Stone makes no express warranties, except as set forth herein, and shall not be liable for any incidental, special, or consequential damages with respect to the Ply Gem Stone covered by this warranty. This warranty is limited to the original purchaser and may not be transferred. Ply Gem Stone complete liability and the customer's exclusive remedies are limited to repair, replacement, or reimbursement and does not cover labor to remove or replace materials.

Please visit plygemstone.com and select "Support" to register your warranty. Should an issue arise, this will allow us to more quickly access your information and respond.

Shade Mountain Shadowledge



Autumn Fieldstone



Easton Fieldstone

PLY GEM STONE

149 Keene Lane • Middleburg, PA 17842-8293
(570) 837-7447 • Toll-free: 877-424-4442
Fax: (570) 837-7127 • E-Mail: support@plygemstoneinfo.com
www.plygemstone.com

8111109991116/BT/CG/0312
Division 04 72 00 WS10

Clopay® Limited Warranty
Steel Door Limited Warranty Information

We will repair or replace (at our option) any garage door section or hardware that is defective in material or workmanship pursuant to the terms of this limited warranty. This warranty extends to and benefits only the original purchaser of the garage door. This warranty does not apply to commercial, industrial or any other non-residential installation.

We will provide, at no cost to you, sections/section components, hardware or springs/spring components to repair or replace defective sections, hardware, springs/spring components. All labor costs associated with the removal and reinstallation of any repaired section/section components, hardware or spring/spring components, and the installation and finishing of replacement sections/section components, hardware or spring/spring components will be your responsibility. We reserve the right to inspect and/or verify any claimed defect. Clopay reserves the right to replace product in extreme exposure conditions with a similar or like product, as determined by Clopay.

The applicable limited warranty periods are as follows:

Model #	Paint System	Hardware/Springs	Sections/Delamination	Windows
INTELLICORE® MODELS* GD2SU, GD2LU, GD1SU, GD1LU, GR2SU, GR2LU, GR1SU, GR1LU	Single Family–Lifetime Other–10 Years	3 Years	5 Years	10 Years
GD2SP, GD2LP, GD1SP, GD1LP, GR2SP, GR2LP, GR1SP, GR1LP	Single Family–Lifetime Other–10 Years	3 Years	5 Years	10 Years

*Intellicore® models have special requirements for painting that if not followed could void the warranty. See painting instructions in manual.

Terms and limitations of the limited warranty are further detailed below:

Paint System Limited Warranty
Clopay warrants the sections of the Models listed above against rust-through due to the paint finish cracking, checking or peeling (losing adhesion) as follows: (a) in residential single family installations for the years designated above from the date of delivery to the original purchaser; (b) in all other residential installations (including installations on facilities owned in common by condominium associations or similar organizations), for ten (10) years from date of delivery to the original purchaser, pursuant to the terms of this limited warranty.

Hardware/Spring & Spring Component/Sections/Section Components Limited Warranty
We will repair or replace (at our option) any garage door hardware, section/section components, spring and/or spring component that is defective in material or workmanship for the term defined in the chart above, pursuant to the terms of this limited warranty. In addition, we will repair or replace (at our option) any garage door section/section components that is defective in material or workmanship, including, but not limited to, delamination of the polystyrene insulation from the steel skin. No warranty is available for decorative hardware.

Decorative Windows – 10 Year Limited Warranty
Designer windows, snap-in inserts, clear acrylic windows and window frames are warranted for ten (10) years from date of purchase against manufacturing defects and excessive discoloration. This warranty does not cover any damage or loss caused by harmful chemical action, abrasive cleansers, or breakdowns due to climate extremes or environmental conditions. Insulated glass is warranted for a period of ten (10) years for material obstruction of vision resulting from film formation or dust or moisture collection between the interior surface of the insulating glass window, pursuant to the terms of this limited warranty. No warranty is available for single pane glass.

WE WILL NOT PAY FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, CAUSED BY OR RESULTING FROM DEFECTIVE GARAGE DOOR SECTIONS OR HARDWARE. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

Our warranty shall not extend to or cover deterioration due to damage to the garage door caused by fire, an act of God, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, or occurring as a result of any physical damage or the failure of paint or stain that is not applied per the manufacturer's specifications after the garage door left our factory, or failure to follow all installation and maintenance instructions. Nor shall our warranty extend to or cover any damages due to normal wear and tear, or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.

If your garage door does not conform to this warranty, notify us in writing at the following address promptly after discovery of the defect. Clopay Building Products, Attn: Consumer Services Dept., 1400 West Market Street, Troy, Ohio 45373. Additional copies of our installation and maintenance instructions may be obtained by calling 1-800-225-6729.

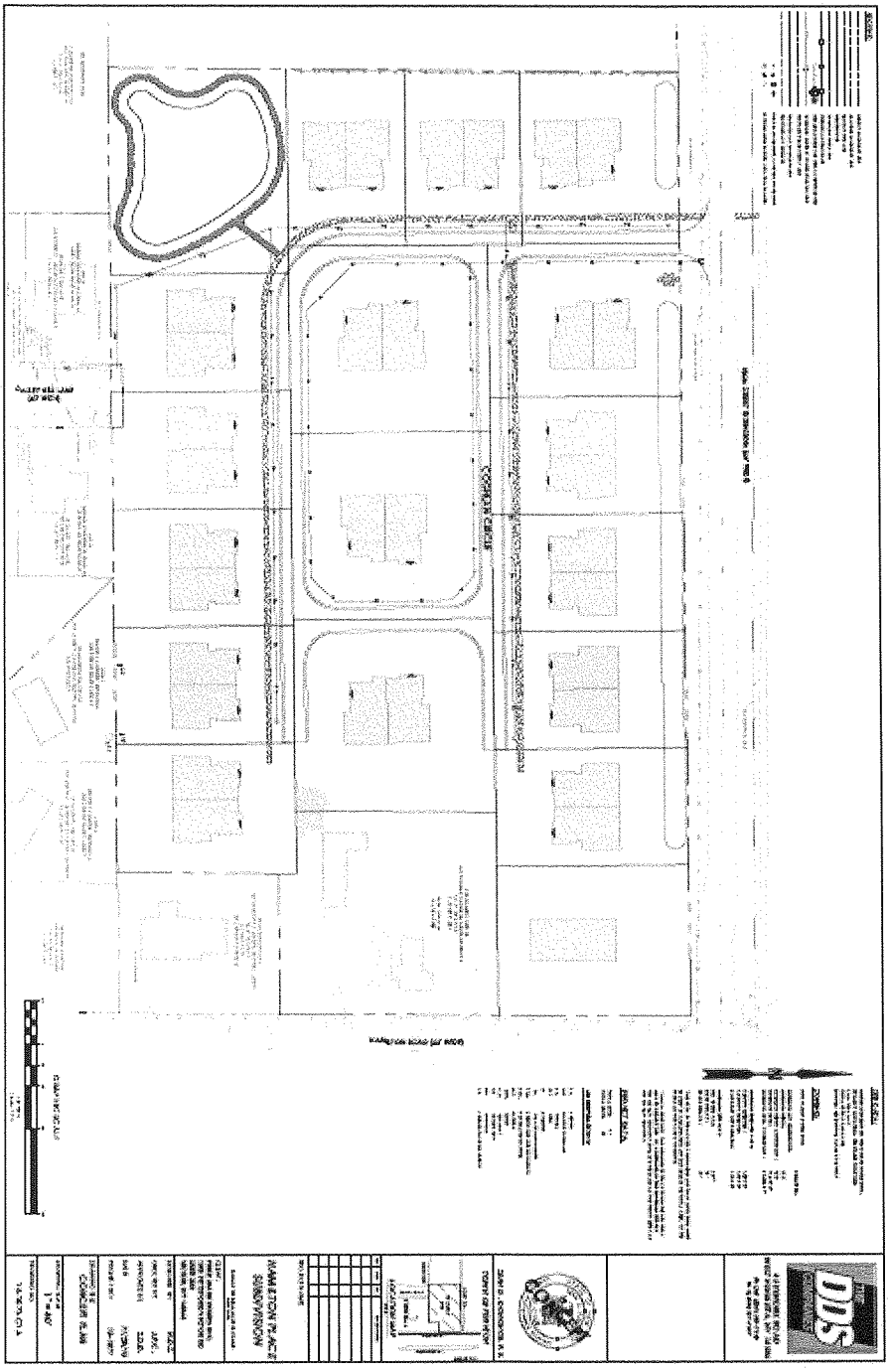
WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, WITH RESPECT TO THIS PRODUCT, INCLUDING BUT NOT LIMITED TO WARRANTIES, REPRESENTATIONS OR COVENANTS AS TO WORKMANSHIP, DESIGN, CAPACITY, QUALITY, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE PRODUCT, EXCEPT FOR ANY "IMPLIED WARRANTY" AS THAT TERM IS DEFINED IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, SUCH IMPLIED WARRANTIES TO BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

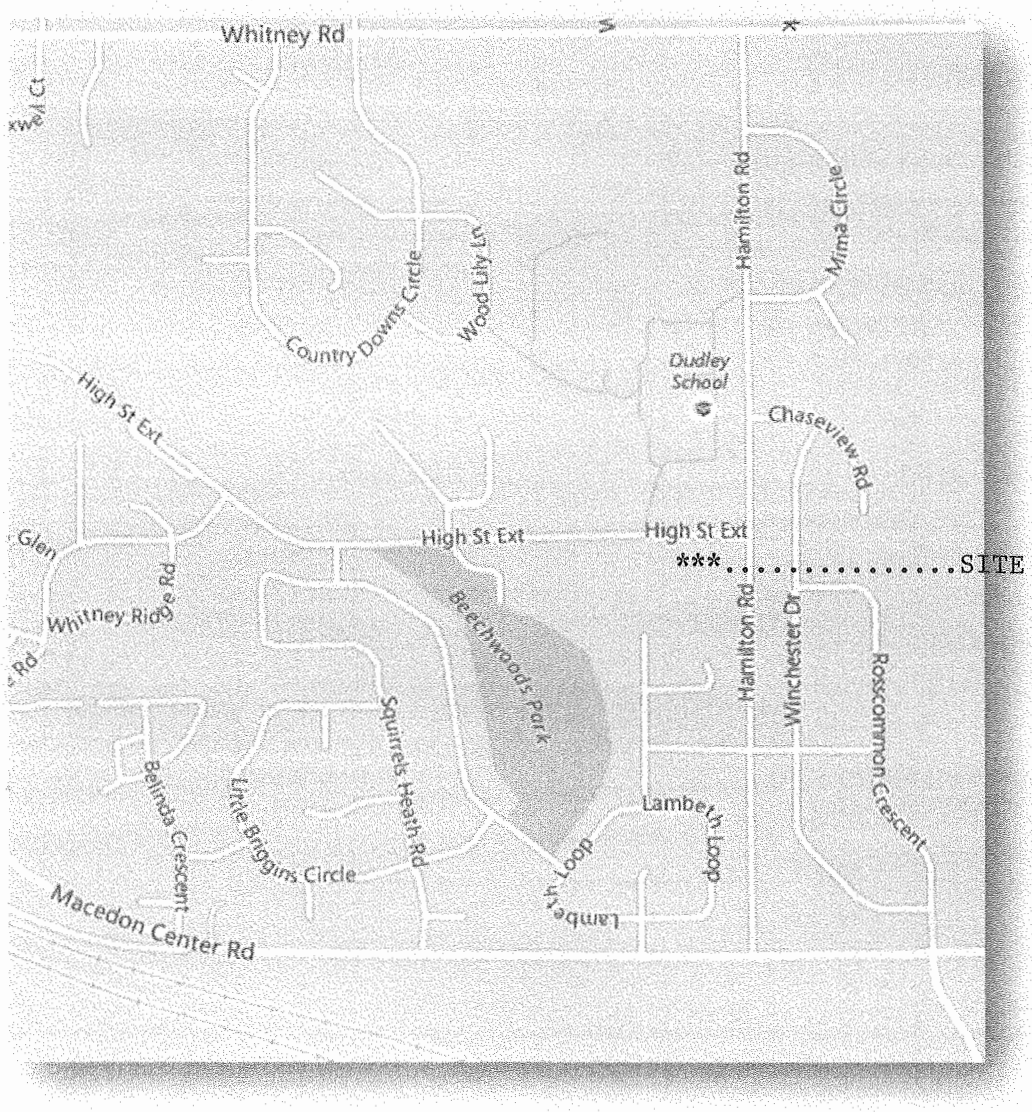
Clopay®

C35-R06-0116

Site Plan



Location Map



*** THIS SECTION IS CURRENT THROUGH CH. 45, 04/28/2003 ***
*** WITH THE EXCEPTION OF CHS. 1-3 ***

GENERAL BUSINESS LAW

ARTICLE 36-B. WARRANTIES ON SALES OF NEW HOMES

GO TO CODE ARCHIVE DIRECTORY FOR THIS JURISDICTION

NY CLS Gen Bus § 777 (2003)

§ 777. Definitions

As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.

2. "Building code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in title twenty-seven of the administrative code of the city of New York.

3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

5. "New home" or "home" means any single family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under a condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.

6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home

and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:

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

b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and

c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

8. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

§ 777-a. Housing merchant implied warranty

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences a different intention of the seller, a housing merchant implied warranty does not extend to:

a. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or

b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the new home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the

builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect to goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in section seven hundred seventy-seven-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement or from course of dealing or usage of trade.

§ 777-b. Exclusion or modification of warranties

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the

exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.

b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof."

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

4. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty is a limited warranty which limits implied warranties on the sale of the home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;

b. the identification of the names and addresses of all warrantors;

c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent owners; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;

d. a statement of the products or parts covered by the limited warranty;

e. the clear and conspicuous identification of any parts or portions of the home or premises that are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

DECLARATION

establishing

HAMILTON PLACE ASSOCIATION, INC.

PRIDE MARK HOMES, INC.
1501 Pittsford Victor Road, Suite 200
Victor, New York 14564

SPONSOR

_____, *201___*

DATED

WOODS OVIATT GILMAN LLP
700 Crossroads Building
Two State Street
Rochester, New York 14614

ATTORNEYS FOR THE SPONSOR

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

THIS DECLARATION, made this ___ day of _____, 201___, by Pride Mark Homes, Inc., a New York corporation, which has offices at 1501 Pittsford Victor Road, Suite 200, Victor, New York, being hereinafter referred to as "the Sponsor".

W I T N E S E T H :

WHEREAS, the Sponsor is the owner of the real property described in Article II of this Declaration, being Hamilton Place Subdivision, as the same is shown on a map of said subdivision recorded in the Monroe County Clerk's Office in Liber ____ of Maps, at page ____, which the Sponsor desires to develop as a residential community with green spaces and other common facilities for the benefit of said community, and

WHEREAS, the Sponsor desires to provide for the preservation of the values and amenities in said community and for the maintenance of said green spaces and other common facilities, and, to this end, desires to subject the real property described above to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, the Sponsor desires that certain portions of said real property be subdivided into lots upon which are or will be constructed residential dwelling units, which lots and units will be individually owned and the Sponsor desires that such green spaces and other common facilities shall remain available for the benefit of all members of the community, and

WHEREAS, the Sponsor has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an Association to which should be delegated and assigned the powers of maintaining and administering the community property and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, the Sponsor has incorporated Hamilton Place Association, Inc. under the Not-for-Profit Corporation Laws of the State of New York for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the Sponsor, for itself, its successors and assigns, declares the real property described in Section 2.01 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. The following words, phrases or terms when used in this Declaration or in any Supplemental Declaration shall, unless the context otherwise prohibits, have the following meanings:

A. "ASSOCIATION" shall mean and refer to Hamilton Place ASSOCIATION, INC.

B. "ASSOCIATION PROPERTY" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned by or in possession of the Association.

C. "DECLARATION" shall mean and refer to this document of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens as it may from time to time be supplemented, extended or amended in the manner provided for herein.

D. "LOT" shall mean and refer to any portion of the property (with the exception of Association Property as heretofore defined) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the Town of Perinton or (ii) shown as a separate lot upon any recorded or filed subdivision map.

E. "MEMBER" shall mean and refer to each holder of a membership interest in the Association, as such interests are set forth in Article III.

F. "OWNER" shall mean and refer to the holder of record title, whether one (1) or more persons or entities, of the fee interest in any Lot or Townhome, whether or not such holder actually resides in such Townhome or on such Lot.

G. "PROPERTY" shall mean and refer to all properties as are subject to this Declaration.

H. "SPONSOR" shall mean and refer to Pride Mark Homes, Inc.

I. "TOWNHOME" shall mean and refer to each completed dwelling, as evidenced by issuance of a Certificate of Occupancy by the Town of Perinton, including garage, situated upon the Property or any such structure or improvement on the Property which is intended to be occupied as a residence or in conjunction with a residence.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Perinton, County of Monroe and State of New York, and is more particularly described in Schedule A attached hereto and incorporated by reference herein, all of which property shall be hereinafter referred to as "Property".

Section 2.02. Mergers. Upon a merger or consolidation of this Association with another association as provided in its Certificate of Incorporation or By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants, conditions and restrictions established upon any other properties. Any such merger or consolidation, however, may not result in the revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

Section 2.03. Additional Property. The Sponsor shall have the right but not the duty or obligation to incorporate and bring into and within the scheme of this Declaration additional lands by amending this Declaration. The amendment shall contain such terms and conditions reflecting the uniqueness of the additional lands and its improvements.

ARTICLE III
THE ASSOCIATION STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS

Section 3.01. Formation of the Association. Pursuant to the Not-for-Profit Corporation Law of New York, the Sponsor has formed the Association, to own, operate, and maintain the Association Property, enforce the covenants, conditions and restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Certificate of Incorporation and By-Laws of the Association, and as they may be amended from time to time. Subject to the additional limitations provided in this Declaration, the Certificate of Incorporation and the By-Laws, the Association shall have all the powers and be subject to the limitations of a Not-for-Profit Corporation as contained in the Not-for-Profit Corporation Law of New York as it may be amended from time to time.

Section 3.02. Membership. The Association shall have as Members only Owners and the Sponsor. All Owners, upon becoming such, shall be deemed automatically to have become Members and there shall be no other qualification for Membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any of the interests described in the definitions of the words "Owner" and "Sponsor" as found in Article I of this Declaration.

Section 3.03. Voting. There shall be two (2) classes of Membership. All Owners, with the exception of the Sponsor, shall be Class A Members. The Sponsor shall be a Class B Member. Until all Lots owned by Sponsor, including Lots which may be incorporated by amendment hereto, are transferred, or until 15 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, the Sponsor's Class B Membership shall be converted into a Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote, regardless of the number of Lots owned.

Section 3.04. Interest in More Than One Lot. If any person or entity owns or holds more than one (1) Lot, such Member shall be entitled to not more than one (1) vote.

Section 3.05. Lots Owned or Held by More Than One Person or by Entity. When any Lot is owned or held by more than one (1) person as tenants by the entirety, in joint or common ownership or interest such Owners shall collectively be entitled to only that number of votes prescribed herein for such Lot and if such Owners cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot.

In the case of an entity Owner, votes may be cast by an appropriate member, partner, or officer of such entity.

Section 3.06. Holder of Security Interest Not a Member. Any person or entity which holds an interest in a Lot only as security for the performance of an obligation shall not be a Member.

Section 3.07. Assigning Right to Vote. The Sponsor may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership, may take successive like assignments. All such assignments shall be subject to the provisions of the Offering Plan pursuant to which the Sponsor has offered interests in the Association, including any duly filed amendments thereof.

Any other Owner shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, provided that such assignment is made pursuant to the By-Laws of the Association. The By-Laws may require that the assignment specify the meeting or issue to which the assignment applies.

Section 3.08. Meeting and Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of this Declaration, the Certificate of Incorporation and By-Laws of the Association and the Not-for-Profit Corporation Law of New York as it may deem advisable for any meeting of its Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.09. Selection of Directors. The nomination and election of Directors and the filling of vacancies on the Board of Directors shall be governed by the By-Laws of the Association.

Section 3.10. Powers and Duties of Directors. The powers and duties of the Board of Directors shall be as set forth in the By-Laws of the Association.

Section 3.11. Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by or imposed upon such director or officer in connection with any proceeding to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer of the Association, or any settlement thereof, whether or not such person is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement as being in the best interests of the Association. The foregoing

right of indemnification shall be in addition to, and shall not be exclusive of, all rights to which each director or officer may otherwise be entitled.

Section 3.12. Sponsor's Written Consent Necessary for Certain Actions Taken by Board of Directors. Notwithstanding anything to the contrary contained in this Declaration, until the Sponsor, or its designee, no longer owns a Lot then subject to this Declaration, the Board of Directors may not, without the Sponsor's written consent, which consent will not be unreasonably withheld, (i) make any addition, alteration, or improvement to the Property of the Association costing more than 20% of the then current annual budget, (ii) assess any amount for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to 150% of the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the Association bears to the total amount of such initial budget of estimated expenses, or (iii) hire any employee in addition to the employees, if any, provided for in the initial budget or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first closing of title to a Lot, or (v) reduce the quantity or quality of services or maintenance of the Association Property.

Until the Sponsor, or its designee, no longer owns a Lot then subject to this Declaration, this Section of the Declaration or any other section of the Declaration shall not be amended without the prior written consent of the Sponsor.

ARTICLE IV
PROPERTY RIGHTS AND EASEMENTS

Section 4.01. Dedication of Association Property. The Sponsor intends to convey to the Association, subsequent to the recordation of this Declaration, and subject to the provisions of this Declaration, certain tracts of land within the Property for the use and enjoyment of the Members, which land shall hereinafter be referred to as "Association Property". The Association shall accept any such conveyance made by the Sponsor provided such conveyance is made without consideration.

Section 4.02. Right and Easement of Enjoyment in Association Property. Every Member (and such Member's guests, licensees, tenants and invitees) shall have a right and easement of enjoyment in and to all Association Property, subject, however, to the rights of the Association, the Sponsor, and the Lot Owners as set forth herein. Such easements shall be appurtenant to, and shall pass with, the interests of an Owner.

Every Member (and such Member's guests, licensees, tenants and invitees) also shall have an easement for ingress and egress by vehicle or on foot over Association Property and the common utility and conduit easements described in Section 4.06 hereof. These easements will be subject to the rights of the Association as set forth in Section 4.03 herein.

Section 4.03. Rights of Association. With respect to the Association Property, and/or Property, and in accordance with the Certificate of Incorporation and By-Laws of the Association, the Association shall have the right:

(a) to promulgate rules and regulations relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof or to enhance the preservation of the facilities or which, in the discretion of the Association, shall serve to promote the best interests of the Members;

(b) to grant easements or rights of way to any public or private utility corporation, governmental agency or political subdivision with or without consideration;

(c) to dedicate or transfer all or any part of the land which it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee. Such a conveyance shall require the consent of two-thirds (2/3) of the total votes of all Members who shall vote upon written ballot which shall be sent to every Owner not less than 30 days nor more than 60 days in advance of the canvass thereof. No such conveyance shall be made if lending institutions which together are first mortgagees on 33 1/3% or more of the Lots advise the Association in writing, prior to the date set for voting on the proposed conveyance, that they disapprove such conveyance, which disapproval must not be unreasonable. Written notice of any proposed conveyance shall be sent to all lending institution first mortgagees, whose names appear on the books or

records of the Association, not less than 30 days nor more than 60 days prior to the date set for voting on the proposed conveyance;

(d) to enter into agreements, reciprocal or otherwise, with other Homeowners' and residents' associations, condominiums and cooperatives for the use of or sharing of facilities. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Members voting upon written ballot which shall be sent to every Member not less than ten (10) days nor more than 60 days in advance of the vote on the proposed agreement;

(e) to use electricity for *incidental* maintenance of Association Property without charge;

(f) to draw water more or less equally from Lot Owners outdoor hose bibs for watering lawns and shrubs. Lot Owners shall have the responsibility to have their water supply valve for the outdoor bibs in the open position from May 1st through October 31st of each year.

Section 4.04. Rights of Sponsor. With respect to Association Property, the Sponsor shall have the right until the improvement, marketing and sale of all Lots is completed:

(a) to grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes and conduits, including, but not limited to, water, gas, electric, telephone, cable television and sewer to service the Property;

(b) to connect with and make use of utility lines, wires, pipes, conduits and related facilities located on the Association Property for the benefit of the Property;

(c) to use the Association Property for ingress and egress to those portions of the Initial Property (as described in Section 2.01 of this Declaration);

(d) to operate a sales center and to have prospective purchasers and others visit such sales center and use certain portions of Association Property, including, but not limited to, the paved areas;

(e) to grant to itself or to others such other easements and rights of way as may be reasonably needed for the orderly development of the Property.

All easements, rights-of-way and other rights granted by the Sponsor pursuant to (a), (b), (c) and (e) above shall be permanent, run with the land and be binding upon and for the benefit of the Association and the Sponsor and their respective successors and assigns. The rights granted to the Sponsor pursuant to (d) above shall remain in effect until the Sponsor completes the improvement, marketing and sale of all Lots or the Sponsor records a written memorandum releasing its rights hereunder.

Section 4.05. Rights of Individual Lot Owners. Each Lot Owner shall have an easement over Association Property and over the property of adjacent Lot Owners for the performance of routine maintenance on a Lot Owner's Townhome, provided, however, the right of entry shall be exercised upon reasonable notice to the adjoining Lot Owner, except in the case of an emergency, shall be limited to reasonable times, and shall be exercised so as not to impair the enjoyment of the adjacent Lot. The easement area shall be limited to that area reasonably necessary to effect repairs and maintenance of the Owner's Townhome. The easement area shall be used for actual repairs and maintenance only; the storage of material, supplies and other objects associated with the work to be completed shall not be permitted. The Owner entering upon an adjacent Lot shall perform the contemplated work with dispatch, and shall be responsible for all costs for the repair and restoration of any damage caused to the adjacent Lot, including but not limited to structural repairs, replacement of lawns, bushes and similar objects. An Owner entering upon an adjacent Lot shall indemnify and hold harmless the adjacent Lot Owner against any and all claims which may arise by virtue of the repair or maintenance work performed.

Each Lot Owner also shall have an easement for the exclusive use and enjoyment of the Lot Owner's driveway as constructed by the Sponsor.

Each Lot Owner also shall have an easement for the exclusive use and enjoyment of the Lot Owner's deck or patio, if any, as constructed by the Sponsor, servicing the Owner's Townhome.

Section 4.06. Common Utility and Conduit Easement. All pipes, wires, conduits and public utility lines located on each Lot shall be owned by the Owner of such Lot. Every Lot Owner shall have an easement in common with other Lot Owners to maintain and use all pipes, wires, conduits, drainage areas and public utility lines located on other Lots or on Association Property and servicing such Owner's Lot. Each Lot shall be subject to an easement in favor of the Owners of other Lots to maintain and use the pipes, wires, conduits, drainage areas and public utility lines servicing such other Lot and located on such other Lot. The Association shall have the right of access to each Lot and residential dwelling thereon for maintenance, repair or replacement of any pipes, wires, conduits, drainage areas or public utility lines located on any Lot or within any residential dwelling thereon. The cost of such repair, maintenance or replacement shall be a common expense funded from the Maintenance Assessments, except that, if occasioned by a negligent or willful act or omission of a specific Lot Owner or Owners, it shall be considered a special expense allocable to the Lot Owner or Owners responsible and such cost shall be added to the Maintenance Assessment of such Lot Owner or Owners and, as part of that Assessment, shall constitute a lien on the Lot or Lots to secure the payment thereof.

Section 4.07. Rear Yard Access Easement. Each Lot Owner shall have an access easement over the side and rear ten feet (10') of the unimproved portion of all Lots for routine and necessary maintenance purposes.

Section 4.08. Maintenance of Association Facilities. In order to preserve and enhance the property values and amenities of the Property, the Association shall at all times maintain the facilities in good repair and condition, as set forth in this Declaration.

Section 4.09. Right of Association to Contract Duties and Functions. The Association may contract with any person, corporation, firm, trust company, bank, or other entity for the performance of its various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management agreements with other associations, both within and without the Property.

Section 4.10. Environmental Considerations. In carrying out its responsibilities in enforcing the provisions of this Declaration, and in particular the provisions of Articles IX and X herein, the Association and the Architectural Committee shall consider the environmental impact of any existing or proposed activities on the Property or any portion thereof and, in its discretion, may establish standards or guidelines aimed at reducing or eliminating any adverse environmental impact of such activities or take affirmative action to improve the quality of the environment.

Section 4.11. Common Access Easement. The Sponsor and all Owners and their guests, licensees and invitees shall have an easement for ingress and egress in common with one another over all walkways and drives located on the Association Property and the Association shall have an access easement to each Lot for the maintenance, repair and replacement of paved areas and any other property or facilities, the maintenance of which is the responsibility of the Association.

The Sponsor and all Owners and their guests, licensees and invitees shall have an easement of ingress and egress by foot and vehicle for the use and enjoyment of the paved common access drives.

Section 4.12. Distribution of Condemnation Awards. In the event all or part of the Association Property is taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Association. The Board of Directors of the Association shall arrange for the repair and restoration of the Association Property not so taken and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If there shall be a surplus of such proceeds, or if the Board of Directors shall elect not to repair or restore the remaining Association Property, then the proceeds shall be distributed in the same manner as insurance proceeds, in accordance with Article IX of this Declaration.

The Board of Directors shall promptly send written notice of any pending condemnation or eminent domain proceeding to all institutional first mortgagees of Lots whose names appear on the books or records of the Association.

In the event of any dispute with respect to the allocation of the award, the matter shall be submitted to arbitration in accordance with the arbitration statutes of New York.

ARTICLE V
ASSESSMENTS

Section 5.01. Imposition, Personal Obligations, Lien. Each Lot Owner, excluding the Sponsor, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges for the maintenance and operation of Association Property ("Maintenance Assessments"); (b) special assessments for capital improvements or for repairs which may become necessary as a result of a casualty loss caused by nature, not otherwise covered by insurance and creating a budget deficit for the fiscal year ("Special Assessments"); hereinafter collectively referred to as "Assessments".

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Each Assessment (or installment payment thereof) together with such interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot against which the Assessment is made and also shall be the personal obligation of the Owner of such Lot at the time the assessment falls due.

Section 5.02. Purpose of Maintenance Assessment. The purpose of the Maintenance Assessment shall be to fund the maintenance, preservation, operation and improvement of the Association Property and the promotion of the recreation, safety and welfare of the Members of the Association, including but not limited to, the payment of taxes on Association Property, any utility services to the Property which are commonly metered or billed, all casualty and liability insurance covering the Association Property obtained pursuant to Article IX of this Declaration, for the maintenance, repair and replacement of all facilities commonly serving the Members, whether on or off the Lots, such as landscaped areas, and of the Townhome exterior, including roof, gutters, and downspouts repairs and maintenance, exterior siding, including the painting of exterior surface frame and trim of windows and doors, the cost of labor, equipment, materials, management and supervision thereof, and for such other needs as may arise, but excluding the repair or maintenance of any glass surface, door, stoop, porch or stair.

Section 5.03. Date of Commencement and Notice of Assessments. The Assessments provided for herein shall commence on the day on which the first Lot is conveyed or on such other date as determined by the Sponsor. The first Assessments shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Directors and such Assessments shall thereafter be on a full year basis. The Board of Directors of the Association shall fix the amount of the Assessment against each Lot at least 30 days in advance of each annual assessment period. The Assessments shall be due and payable monthly unless the Board of Directors establishes other periods for payment. Separate due dates may be established by the Board of Directors for partial annual Assessments as long as said Assessments are established at least 30 days before they are due. Written notice of the annual Assessments shall be sent to every Owner subject thereto.

Section 5.04. Assessments for Specific Lots. Once Assessments have commenced pursuant to Section 5.03 above, the Owner of each Lot subject to this Declaration, excluding the Sponsor, shall be liable for the payment of full Maintenance Assessments, and Special Assessments, if any. For so long as Sponsor owns a Lot then subject to the Declaration, the Maintenance Assessment for Lots owned by someone other than Sponsor shall not be less than the amount set forth in the Offering Plan on file with the NYS Attorney General's Office, without the prior written consent of the Sponsor. The Maintenance Assessment on the Lots owned by the Sponsor shall be an amount calculated in accordance with the following: The Sponsor shall be obligated for the difference between the actual Association expenses, exclusive of reserves applicable to completed improvements, and the Association charges levied on owners who have closed title to their Lots. For those Lots owned by Sponsor upon which a home has been completed, the Sponsor shall pay for reserves from and after the issuance of a Certificate of Occupancy. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on each unsold Lot. This Section may not be amended without the prior written consent of the Sponsor.

Section 5.05. Basis for Maintenance Assessment. The annual Maintenance Assessment chargeable to each Lot transferred to a third party purchaser for which Assessments have commenced pursuant to this Declaration shall be

apportioned by multiplying the total annual Maintenance Assessment by a fraction, the numerator of which is one (1), and the denominator of which is the total number of Lots then subject to this Declaration, as amended.

Section 5.06. Change in Basis of Assessments. The Association may change the basis of determining the Maintenance Assessment provided for above by obtaining the consent of not less than two-thirds (2/3) of the total votes of Members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all voting Members at least 30 days in advance and shall set forth the purpose of the meeting. Until the Sponsor, or its designee, no longer owns a Lot then subject to this Declaration, no change in the basis of Maintenance Assessments which adversely affects the interest of the Sponsor with respect to unsold Lots shall be valid except with the specific consent of the Sponsor in writing. A written certification of any such change shall be executed by the Board of Directors and recorded in the Office of the Clerk of the County of Monroe.

Section 5.07. Special Assessments for Capital Improvements and Other Needs. In addition to the annual Maintenance Assessment, the Association may levy in any assessment year a Special Assessment, payable in that year and/or the following year for the purpose of defraying, in whole or in part, the cost of any capital improvements or for repairs which may become necessary as a result of a casualty loss caused by nature, not otherwise covered by insurance and creating a budget deficit for the fiscal year, including without limitation, the construction, reconstruction or replacement of, or repair of a capital nature to, the Association Property, including the necessary fixtures and personal property related thereto, provided that for any Special Assessment for the construction (rather than the reconstruction or replacement) of any capital improvement, and for any Special Assessment amounting to more than 20% of the then current amount of annual Maintenance Assessments, the consent is obtained of two-thirds (2/3) of the total votes of Lot Owners voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners at least 30 days in advance, setting forth the purpose of the meeting. The Association shall establish one (1) or more due dates for each payment or partial payment of each Special Assessment and shall notify each Owner thereof in writing at least 30 days prior to the first such due date.

Section 5.08. Non-Payment of Assessment. If an Assessment, or installment thereof, is not paid on the due date, established pursuant to Section 5.03 hereof, then such Assessment payment shall be deemed delinquent. Any delinquent assessment payment, together with such interest thereon, accelerated installments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner and such Owner's heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such Assessment shall remain such Owner's personal obligation and shall not pass to such Owner's successors in title unless expressly assumed by them.

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

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

Once an Assessment is deemed delinquent as described above, any payments received from the Owner shall be applied in the following order: attorneys' fees, other costs of collection, late charges, interest, and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period.

Dissatisfaction with the quantity or quality of maintenance services furnished by the Association, under no circumstances, shall entitle any Lot Owner to withhold or fail to pay the Assessments due to the Association for the Lot or Lots owned by such Owner.

The Board of Directors, when giving notice to a Lot Owner of a default in paying Assessments, may, at its option, or at the request of a mortgagee, shall send a copy of such notice to the mortgagee whose name and address appears on the Board's records for the particular Lot. The mortgagee shall have the right to cure the Lot Owner's default with respect to the payment of said Assessments.

Late charges, penalties and attorney fees shall not be payable or collectable for unpaid common charges or assessments owed by the Sponsor.

Section 5.09. Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Association.

Section 5.10. Assessment Certificates. Upon written request of an Owner or lessee with respect to a Lot which he or she owns or leases, (or any prospective purchaser, lessee, occupant, mortgagee or title insurer of such Lot), the Association within a reasonable period of time, shall issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Lot, as of the date of such certificate, (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; (iii) whether any other amounts or charges are owing to the Association, e.g. for the cost of extinguishing a violation of this Declaration. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser or lessee of, or lender on, or title insurer of, the property in question.

Section 5.11. Subordination of Assessment Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

Section 5.12. Right to Borrow and Mortgage. In order to fulfill the purposes set forth herein, the Association may borrow funds from any recognized lending institution, and in conjunction therewith mortgage its properties. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with note holders shall be subject to (i) the approval of 2/3 of the Lot Owners entitled to vote at a meeting duly called, and (ii) any consent of the Sponsor as required by Section 3.12 of this Declaration shall be obtained.

Section 5.13. Repayment of Monies Borrowed. In order to secure the repayment of any and all sums borrowed from time to time, the Association is hereby granted the right and power:

(a) to assign and pledge all revenues received and to be received by it under any provision of this Declaration including, but not limited to, the proceeds of the Maintenance Assessment hereunder;

(b) to enter into agreements with note holders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Association covenants to:

(1) assess the Maintenance Assessment on a given day in each year and, subject to the limitation on amount specified in Section 5.04 hereunder, to assess the same at a particular rate or rates;

(2) establish such collection, payment and lien enforcement procedures as may be required by the note holders;

(3) provide for the custody and safeguarding of all funds received by it;

(4) establish sinking funds and/or other security deposits;

(5) apply all funds received by it first to the payment of all principal and interest on such loans, when due, or to apply the same to such purpose after providing for costs of collection.

ARTICLE VI
MAINTENANCE BY THE ASSOCIATION

Section 6.01. Maintenance and Repair by the Association. All maintenance and repair of and replacements to the improvements on Association Property, the maintenance, repair and replacement of all paved areas on the Association Property, snow removal from all paved areas, and the maintenance of all landscaped areas within Lots and Association Property shall be the responsibility of, and at the cost and expense of the Association. Maintenance, repair and replacement of pipes, wires, conduits and public utility lines owned by the Association and, for which a utility company or other entity is not responsible (whether such lines and facilities are on individual Lots or Association Property) also shall be the responsibility of, and an expense of the Association. Such cost shall be funded from the Maintenance Assessments.

a. Maintenance of Association Property. With respect to Association Property, the Association shall maintain, repair and replace all improvements, including the entrance monument, paved areas, walkways and landscaped areas within Lots and Association Property. The Association also shall be responsible for snow removal from paved areas, excluding walks. Individual Lot Owners are responsible for snow removal from the walks and entryways abutting their dwellings.

b. Maintenance of Townhomes. With respect to the Townhomes, including garages, the Association shall repair and replace the exterior siding, gutters, downspouts and roofs. The Association shall paint the wood surfaces of trim, windows and doors, and seal or stain decks. The Association shall not repair or replace windows, skylights, window panes, doors, garage doors, storm doors, decks, or maintain, repair or replace porches, stone pavers or stoops, patios or concrete walks. Exterior items that are vinyl coated and require no or low level maintenance will be maintained in accordance with manufacturers' recommendations. The Association shall not be responsible for the removal of snow from roofs.

With respect to the other improvements on a Townhome Lot, the Association shall stain fences, railings and decks initially installed by the Sponsor, but shall not repair or replace spalling concrete walks, stoops or porches, or fences, railings and decks. Those portions of sewer, water, and utility laterals servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality or other entity, will be maintained by the Association, limited however to repair necessitated by leakage or structural failure only.

The Board of Directors of the Association may, upon the affirmative vote of not less than three-fourths (3/4) of the entire Board of Directors, provide for additional maintenance with respect to the Lots to be undertaken by the Association or to discontinue the performance of some or all of the maintenance responsibilities of the Association with respect to the Lots.

The cost of all maintenance performed by the Association shall be funded from Maintenance Assessments.

Section 6.02. Repairs and Maintenance Which Are Not the Responsibility of the Association. Except as provided in Section 6.01 above, the Association shall not be responsible for (i) the maintenance, repair or replacement of any buildings or structures not owned by the Association, or (ii) the maintenance, repair or replacement of any sewer lines, water

lines or other utility lines which are maintained, repaired and replaced by a municipality, public authority or utility company, (iii) the maintenance, repair or replacement of the dedicated improvements, or (iv) obstructed sewer laterals.

Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 6.01 above, but which is occasioned by a negligent or willful act or omission of a Lot Owner, excluding the Sponsor, shall be made at the cost and expense of such Lot Owner ("Owner Repair"). In addition to the above, if the Association's master insurance policy covers the Owner Repair, the Lot Owner shall be solely responsible for payment of the deductible under the Association's master insurance policy. If such Owner Repair is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Lot and such cost shall be added to that Lot Owner's Maintenance Assessment and, as part of that Assessment, shall constitute a lien on the Lot to secure the payment thereof.

Section 6.03. Quality and Frequency of Maintenance and Repairs. All maintenance, repair and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property. The Association may establish reasonable schedules and regulations for maintenance, repair and replacement, which schedules and regulations shall take into account the useful life of any painting and exterior materials and the enhancement and preservation of the appearance and value of the Property.

Section 6.04. Access for Repairs. The Association (and its employees, contractors and agents) upon reasonable notice to the Owner(s), shall have the right to enter upon any portion of the Property and into and upon any Unit at any reasonable hour to carry out its functions as provided for in this Article, except that in an emergency, the Association shall have the right, without notice, to enter upon any portion of the Property and into any Unit to make necessary repairs or to prevent damage to any Unit or any portion of the Property. The repair of any damage caused in gaining access shall be at the expense of the Association.

ARTICLE VII
ARCHITECTURAL CONTROLS

Section 7.01. Control by Association. After transfer of title by the Sponsor to any Lot or other completed portion of the Property, enforcement of those provisions of the Declaration pertaining to exterior appearance of the Property and control over any change in use or any additions, modifications or alterations to any exterior improvement on said Lot or other portion of the Property, shall be the responsibility of the Association, acting through the Architectural Standards Committee (hereinafter referred to as the "Architectural Committee") as provided in Section 7.02 below.

Section 7.02. Composition and Function of Architectural Standards Committee. The Architectural Committee shall be a permanent committee of the Association and shall approve all proposed improvements, additions, modifications or alterations to any existing improvements or any proposed change in the use of a Lot or any other portion of the Property, including Association Property, after transfer of title to such Lot or other portion of the Property, working within guidelines and policies established by the Board of Directors. The Architectural Committee also may assist and advise the Board of Directors of the Association in enforcing the Declaration and in advertising and publishing rules, regulations and guidelines, and may from time to time perform such other duties or functions as may be assigned to it by the Board of Directors. The Architectural Committee shall be composed of three (3) or more persons, as determined by the Board of Directors of the Association, for terms of two (2) years, but shall be subject to removal, with or without cause, by the affirmative vote of not less than two-thirds (2/3) of the members of the Board of Directors.

Section 7.03. Submission of Plans to Architectural Committee. After transfer of title to any Lot or other portion of the Property by the Sponsor no improvement, exterior addition, modification or alteration shall be made on or to such Lot or other portion of the Property or the improvements located thereon, unless and until a plan or plans therefore, in such form and detail as the Architectural Committee requires, have been submitted to, and reviewed and approved by the Architectural Committee, working within guidelines and policies established by the Board of Directors. The Architectural Committee may charge and collect a reasonable fee for the examination of plans submitted for approval.

Section 7.04. Basis for Disapproval of Plans by Architectural Committee. The Architectural Committee, working within guidelines and policies established by the Board of Directors, may disapprove any plans submitted pursuant to Section 7.03 above for any of the following reasons:

a. failure of such plans to comply with any protective covenants, conditions and restrictions contained in the Declaration and which benefit or encumber the Lot or other portion of the Property;

b. failure to include information in such plans as requested;

c. objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, or proposed parking;

d. incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity;

e. failure of proposed improvements to comply with any zoning, building, preservation, health, or other governmental laws, codes, ordinances, rules and regulations;

f. any other matter which in the judgment and sole discretion of the Architectural Committee would render the proposed improvements, use or uses inharmonious or incompatible with the general plan of improvement of the Property or portion thereof or with improvements or uses in the vicinity.

Section 7.05. Approval of Architectural Committee. Upon approval or qualified approval by the Architectural Committee of any plans submitted pursuant to Section 7.03 above, the Architectural Committee shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record, together with such qualifications, or provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or portion of the Property shall be final as to such Lot or portion of the Property and such approval may not be revoked or rescinded thereafter provided (i) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in the Declaration which benefit or encumber the Lot or portion of the Property, and (ii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, preservation, health or other code or ordinance. Approval of any plans for use in connection with any Lot or portion of the Property shall not be deemed a waiver of the right of the Architectural Committee to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or portion of the Property.

Section 7.06. Written Notification of Disapproval. In any case where the Architectural Committee disapproves any plans submitted hereunder, the Architectural Committee shall so notify the applicant in writing together with a statement of the grounds upon which such action was based as set forth in Section 7.04. In any such case, the Architectural Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 7.07. Failure of Committee to Act. If any applicant has not received notice of the Architectural Committee approving or disapproving any plans within 45 days after submission thereof, the applicant may notify the Committee in writing of that fact. Such notice shall be sent by certified mail, return receipt requested. The plans shall be deemed approved by the Committee not later than the later of:

a. Fifteen (15) days after the date of receipt of such notice, if such notice is given;

b. Seventy (70) days after the date the plans were originally submitted.

Section 7.08. Committee's Right to Promulgate Rules and Regulations. The Architectural Committee may from time to time promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to additions or modifications to improvements, or uses; provided, however, that no such rule or regulation shall

be deemed to bind the Architectural Committee to approve or disapprove any plans submitted for approval, or to waive the exercise of the Architectural Committee's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of the Declaration or any applicable governmental law, code, ordinance, rule or regulation.

Section 7.09. Delegation of Functions. The Architectural Committee may authorize its staff, subcommittees, or individual members of the Architectural Committee to perform any or all of the functions of the Architectural Committee as long as the number and identity of such staff or members, and the functions and scope of authority have been established by a resolution of the entire Architectural Committee. The approval or disapproval of plans by the staff member, individual member or subcommittee will be subject, however, to the reasonable review of the Architectural Committee, in accordance with procedures to be established by the Architectural Committee.

Section 7.10. Liability of Architectural Committee. No action taken by the Architectural Committee or any member, subcommittee, employee or agent thereof, shall entitle any person to rely thereon, with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of any Lot or other portion of the Property. Neither the Association nor the Architectural Committee, nor any member, subcommittee, employee or agent shall be liable to anyone submitting plans to them for approval or to any Owner, Member or any other person, in connection with any submission of plans, or the approval or disapproval thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person or other entity submitting plans to the Architectural Committee agrees, by submission of such plans, that no action or suit will be brought against the Association or the Architectural Committee, or any member, subcommittee, employee or agent thereof, in connection with such submission.

Section 7.11. Architectural Committee Certificate. Upon written request of any Owner, lessee or any prospective Owner, lessee, mortgagee or title insurer of a Lot or other portion of the Property, title to which has been previously transferred from the Sponsor, the Architectural Committee, within a reasonable period of time, shall issue and furnish to the person or entity making the request a certificate in writing (hereinafter referred to as the "Architectural Committee Certificate") signed by a member of the Architectural Committee stating, as of the date of such Certificate, whether or not the Lot or other portion of the Property, or any improvements thereon, violates any of the provisions of the Declaration pertaining to exterior appearance, design or maintenance and describing such violations, if any. A reasonable charge, as determined by the Architectural Committee, may be imposed for issuance of such Architectural Committee Certificate. Any such Architectural Committee Certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and the party to whom such Architectural Committee Certificate was issued.

ARTICLE VIII
PARTY WALLS AND ENCROACHMENTS

Section 8.01. Party Walls. Each wall which is built as part of the original construction of the Townhomes, whether or not such wall is on the dividing line between two (2) adjacent Lots, and which serves as the exterior limit of the two (2) Townhomes, shall be considered a party wall.

Section 8.02. Maintenance of Party Walls. Each Townhome Owner whose Townhome contains a party wall shall have an easement to enter upon the Townhome with which the party wall is shared to effect necessary repairs or maintenance of said party wall. Each Townhome Owner shall be responsible for the ordinary maintenance and repair of such Townhome Owner's respective side of a party wall. If it shall become necessary to make substantial repairs to or rebuild a party wall, the cost of such repairing or rebuilding shall be borne equally by the two (2) Townhome Owners which share such wall.

In any event where it is necessary for a Townhome Owner, its authorized employees, contractors or agents, to enter upon a Townhome owned by another for purposes of maintaining a party wall, such right shall be exercised upon reasonable notice to the adjoining Townhome Owner, shall be limited to reasonable times, and shall be exercised so as not to impair enjoyment of said adjacent Townhome.

Section 8.03. Exposure of Wall. A Townhome Owner who, by negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by, such elements.

Section 8.04. Materials Used and Workmanship. If and when any party wall is repaired or rebuilt, it shall stand upon the same place and be of the same or similar materials as the original wall. All labor performed shall be performed in a good and workmanlike manner.

Section 8.05. Destruction of Party Wall. In the event of destruction of a party wall by fire or other casualty, to the extent that such damage is not repaired out of the proceeds of the insurance covering the hazard, the Owner of any Townhome which used the wall may restore it. The Townhome Owner who undertakes such restoration shall be entitled to a contribution equaling one-half (1/2) the cost of such restoration from the Owner of the other Townhome which shares such wall. Such right to contribution shall not be construed, however, to limit in any degree, the right of a Townhome Owner to seek a greater contribution if so entitled under the law of the State of New York regarding liability for negligent or willful acts or omissions.

Section 8.06. Party Wall Rights Run With the Land. The rights of support, quiet enjoyment, entry to repair or restore and contribution for the cost of the same which are described in this Article shall run with the land and shall bind the heirs, successors and assigns of each Townhome Owner.

Section 8.07. Encroachments and Projections. If any Townhome and all improvements associated with it, including but not limited to patios, porches, walks, decks, and privacy fencing, or any other improvement installed by the Sponsor, encroaches or projects upon any other Townhome Lot or upon any portion of the Association Property as a result of the construction of such Townhome, or if any such encroachment or projection shall occur as a result of settling or shifting of such Townhome or portion thereof, there shall be an easement for such encroachment or projection and for the maintenance of same so long as such encroaching or projecting Townhome or portion thereof shall stand. In the event one (1) or more Townhomes or portions thereof are partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, or Proceedings of similar import and effect, and such Townhome(s) or portions thereof are thereafter rebuilt, inadvertent encroachments or projections by such Townhome(s) or portions thereof upon any other Townhome or Lot, or upon any portion of the Association Property, in excess of any encroachment or projection which existed as a result of initial construction, due to such rebuilding, shall be permitted, and valid easements for such encroachments or projection and the maintenance thereof shall exist so long as such improvements shall stand; provided, however, that any increase in such encroachment or projection shall not be greater than two (2) feet.

ARTICLE IX
INSURANCE AND RECONSTRUCTION

Section 9.01. Insurance to be Carried. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably obtainable and to the extent determined by the Board of Directors to be appropriate or relevant: (i) fire and casualty insurance on the Association Property, the Townhomes, (ii) liability insurance on the Association Property, (iii) directors' and officers' liability insurance, (iv) fidelity bond or surety bond, and (v) such other insurance as the Board of Directors shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage. Coverage shall be as follows:

1. Fire and Casualty. Coverage shall be for the unit value of each Townhome under the "single entity" concept, i.e. covering the Townhomes as initially built and including the wall to wall carpeting, lighting fixtures, bathroom fixtures, built-in appliances, wall coverings and all machinery servicing the Townhomes and common facilities, excluding the land, foundations, the personal property of Owners and occupants, and any improvements or alterations (including upgrading of appliances, kitchen cabinets, carpeting or lighting fixtures, and wall coverings) made by present or prior Owners or occupants.

The policy shall have the following provisions, endorsements and coverage: (i) extended coverage, vandalism and malicious mischief, (ii) inflation guard, (iii) coverage for loss of Maintenance Assessment from Owners forced to vacate because of fire or other insured against casualty, (iv) waiver of the right of subrogation with respect to individual Owners, their family members, and the officers and directors of the Association, (v) a provision that the policy shall in no event be

brought into "contribution" by individual Owners or mortgagees, (vi) a provision that the policy cannot be canceled, invalidated or suspended because of the conduct of someone over whom the Board of Directors has no control, (vii) cross-liability giving the Owners the right to sue the Board of Directors and vice versa with the insuring company agreeing to defend the defendant, (viii) a provision that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Lots reported to the insurance carrier or its agent, (ix) a provision requiring periodic review at least every two (2) years to assure the sufficiency of coverage, (x) a provision that adjustment of loss shall be made by the Board of Directors and (xi) a provision that the policy not require the insured to be a co-insurer in the event of loss or claim under the policy.

Prior to obtaining any new fire and casualty insurance policy, the Board of Directors shall obtain an appraisal from an insurance company or otherwise for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The proceeds of all policies of physical damage insurance, if $50,000.00 or less shall be payable to the Association, and if $50,000.00 or more, to an Insurance Trustee (bank, trust company or law firm) selected by the Board of Directors of the Association to be applied for the purpose of repairing, restoring or rebuilding unless otherwise determined by the Owners pursuant to Section 9.02 of this Declaration.

This $50,000.00 limitation may be raised or lowered from time to time upon approval of not less than two-thirds (2/3) of the entire Board of Directors. All fees and disbursements of the Trustee shall be paid by the Association and shall be a common expense of the Lot Owners.

The policy shall contain the standard mortgagee clause in favor of mortgagees which shall provide that any loss shall be payable to the mortgagees as its interest shall appear, subject, however to the loss payment provisions in favor of the Association and the Insurance Trustee. The obligation to restore or reconstruct after damage due to fire or other casualty supersedes the customary right of a mortgagee to have the proceeds of insurance coverage applied to the mortgage indebtedness.

Each Owner and such Owner's known mortgagee shall be a named insured on the policy and shall receive, at the time of purchase and at the time a new policy is obtained or an existing policy renewed, a certificate evidencing insurance coverage.

Duplicate originals of the policy and of all renewals of the policy shall be furnished to all known institutional mortgagees of Townhomes.

If the Board of Directors decides not to insure the Townhomes or decides to insure the Townhomes in an amount less than that necessary to provide for the full replacement or reconstruction of the damaged improvements taking into account coinsurance provisions, each Owner shall, at the Owner's sole cost and expense, purchase and maintain fire and extended coverage insurance in such amounts as from time to time may be required by the Board of Directors, from a company licensed to do business in the State of New York. Such insurance shall be in the standard New York State form and shall cover loss and damage to the Lot, Townhome (including garage), and all other improvements on the Lot. All insurance policies shall cover the interest of the Owner, the Association, and mortgagees, if any, as their interests may appear.

2. Liability. The liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Owners of Townhomes, but not the liability of Townhome Owners arising from occurrences within such Owner's Townhome or on such Owner's Lot. The policy shall include the following endorsements: (i) comprehensive general liability, (ii) Personal injury, (iii) medical payments, (iv) cross liability and (v) contractual liability.

Until the first meeting of the Board of Directors elected by the Owners, this public liability insurance shall be in a combined single limit of $1,000,000.00 covering all claims for bodily injury and property damage, with an excess umbrella of $1,000,000.00.

3. Directors' and Officers' Liability. The directors' and officers' liability insurance shall cover the "wrongful" acts of a director or officer of the Association. This coverage shall provide for funds to be available to defend

suits against officers and directors of the Association and to pay any claims which may result. The policy shall be on a "claims made" basis so as to cover all prior officers and members of the Board of Directors. The policy shall not provide for "participation" by the Association or by the officers or directors of the Association.

Until the first meeting of the Board of Directors elected by the Owners, the directors' and officers' liability coverage shall be in the amount of $1,000,000.00.

4. Fidelity Bond. The fidelity bond shall cover all directors, officers and employees of the Association and of the Association's managing agent, if any, who handle Association funds. Until the first meeting of the Board of Directors elected by the Owners, the coverage shall be $5,000.00 for forgery.

5. Other Insurance. The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage.

6. No Liability for Failure to Obtain Above Coverage. The Board of Directors shall not be liable for failure to obtain the coverage required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is so available only at demonstrably unreasonable cost.

7. Deductible. The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense for those claims relating to Association maintenance responsibility. The Board of Directors of the Association shall assess any deductible amount necessitated by the gross negligence or wantonly malicious act of an Owner against such Owner, as well as any deductible amount necessitated by a fire within the Lot Owners dwelling and not caused by the Association's negligence or activities. The Association may pay the deductible portion for which such Owner is responsible, and the amount so paid, together with interest and costs of collection, including attorney's fees, shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as assessments under Article V of this Declaration.

Option to Have Insurance Paid by Lot Owners Directly

The Board of Directors may, at its option, elect to have any insurance which it obtains, paid for directly by the Owners of the Lots rather than from assessments paid to the Association. However, should any Owner fail to pay such Owner's portion of such insurance premium, the Board of Directors may elect to pay such amount on behalf of such Owner in which event such amount so advanced shall be a charge and continuing lien upon the Lot of such Owner and shall also be the personal obligation of such Owner. Such amount shall bear interest and shall be collectible in the same manner as a delinquent assessment as set forth in Section 5.08 of this Declaration.

Section 9.02. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of any Townhome, insured through insurance obtained by the Board of Directors, as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the damaged property and the Board of Directors, or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments; provided, however, that if the Owners of 75% or more of all Townhomes do not duly and promptly resolve to proceed with repair or restoration, the net proceeds of insurance policies, if any, shall be divided among the Townhome Owners in proportion to the damage to their insured property in relation to the total damage to all the insured property, provided, however, that no payment shall be made to a Townhome Owner until there has first been paid out of such Townhome Owner's share of such funds all liens on such Owner's Townhome. In the event that insurance proceeds are, for any reason, insufficient to pay all of the costs of restoring or repairing the property to the same condition as formerly existed, the Board of Directors shall levy a Special Assessment to make up the deficiency against all Owners of the damaged Townhomes in such proportions as the Board of Directors deems fair and equitable taking into account the damage sustained to each Townhome and any negligence which, in the opinion of the Board, contributed to the damage and loss. In the event that insurance proceeds exceed the cost of repair and reconstruction, such expenses shall be paid over to the respective mortgagees and Townhome Owners in such proportions as the Board of Directors deems fair and equitable taking into account the damage sustained to each Townhome and Lot,

provided, however, that no part of a distribution that results from an Assessment paid by a Townhome Owner, shall be made to all Townhome Owners and their mortgagees as their interest may appear.

Section 9.03. Insurance Carried by Owners. Owners of Townhomes shall not be prohibited from carrying other insurance for their own benefit, provided that such policies contain waivers of subrogation, and further provided, that the liability of the carriers issuing insurance procured by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by the Owner.

ARTICLE X
GENERAL COVENANTS AND RESTRICTIONS

Section 10.01. Advertising and Signs. Except for signs erected by or with the permission of the Sponsor in connection with the initial development, lease or sale of Lots, no additional sign (other than a professional shingle affixed to the dwelling indicating the name of a firm or person and/or such firm's or person's profession, the materials, size, design, style and color of which shall be approved by the Architectural Committee) or other advertising device of any nature shall be placed for display to the public view on any Lot or other portion of Property, including but not limited to temporary signs advertising property for sale or rent, except with the consent of the Architectural Committee.

Section 10.02. Animals, Birds and Insects. Except for one (1) dog or cat belonging to an occupant of a Lot, fish, or birds kept in a cage, no animals, birds or insects shall be kept or maintained on any Lot on which a Townhome is or will be constructed 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, birds and insects and (ii) prohibit certain types of animals, birds or insects entirely. In any event, pets may be allowed outdoors only within the area fully enclosed by privacy fencing, unless accompanied by a responsible person and leashed. A kennel or outdoor enclosure for retaining a pet out of doors may be constructed only within an area fully enclosed by privacy fencing, and such enclosure shall be approved by the Board of Directors of the Association. The Board of Directors of the Association shall have the right to require any Owner, any tenant of any Owner, or any family member or guest of any Owner or tenant to dispose of any animal, bird or insect, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal, bird or insect 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 privacy fencing has not been approved for construction and the animal is kept outdoors.

Section 10.03. Protective Screening and Fences. Any screen planting, fence enclosures or walls initially installed by the Sponsor on a Lot or other portion of the Property and not maintained by the Association shall be maintained by the Lot Owner and shall not be removed or replaced with other than a similar type of planting, fence or wall except with the permission of the Architectural Committee. Except for the foregoing, no fence, wall or screen planting of any kind shall be planted, installed or erected upon said parcel or other portion of the Property unless approved by the Architectural Committee. Notwithstanding the foregoing, no fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 10.04. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors on any portion of the Property, except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours of a scheduled pick-up, at such place on the Lot or other portion of the Property designated by the Association so as to provide access to persons making such pick-up. The Association may, in its discretion, adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property.

Section 10.05. No Above Surface Utilities Without Approval. No facilities, including without limitation, poles, antennas, dishes or wires for the transmission of electricity, electronic or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the Property without the prior written approval of the Association.

Section 10.06. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the area or to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances, shall be controlled so as not to be detrimental to or endanger the public health, safety, comfort or welfare, be injurious to property, vegetation or animals, adversely affect property values or otherwise produce a public nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code.

Section 10.07. Oil and Mining Operations. No portion of the Property shall be used for the purpose of boring, drilling, refining, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth, except soil borings in connection with the improvement of said portion of the Property, and no derrick or other structure designed for use in boring for oil, natural gas or any other mineral shall be erected, maintained or permitted on any portion of the Property, except with the consent of the Association.

Section 10.08. Dwelling in Other Than Residential Unit. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property, except with the consent of the Association.

Section 10.09. Antennas. No outside radio, telegraphic, television or other electronic antenna, dish or other transmitting or receiving device shall be erected on any Lot or other portion of the Property, except with the consent of the Association, which shall be in compliance with Federal regulations.

Section 10.10. Trees and Other Natural Features. After the transfer of title by the Sponsor to any Lot or other portion of the Property, no trees shall be removed from any Lot or portion of the Property, except with the permission of the Association. The Association, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. The Association may designate certain trees, regardless of size, as not removable without written authorization.

Section 10.11. Use and Maintenance of Slope Control Areas. Within any slope control area shown on any filed map or plat, no improvements, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, change the direction or flow of drainage channels. The slope control areas of any Lot or other portion of the Property and all improvements thereon shall be maintained continuously by the Owner of said Lot or other portion of the Property, except in those cases where a governmental agent or other public entity or utility company is responsible for such maintenance.

Section 10.12. Snowmobiles. No snowmobile or similar motor vehicle shall be operated on any portion of the Property except with the consent of the Association, subject, however, to the Town of Perinton Zoning Code and the Parks and Recreation Law of the State of New York.

Section 10.13. Commercial and Professional Activity on Property. No wholesale or retail business, service occupation or home business in conflict with applicable municipal laws and ordinances shall be conducted in or on any Lot or other portion of the Property without the consent of the Association, except by the Sponsor in conjunction with the initial construction, development, lease and sale of Lots, except that Association consent shall not be required for a legal home occupation requiring no visitor parking or employee parking.

Section 10.14. Outside Storage. Outside storage or parking for more than one 72 consecutive hour period per month of commercial or recreational vehicle, unlicensed vehicle, camper, boat, truck or trailer shall be prohibited.

Section 10.15. Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Sponsor, no work on any motor vehicles, boats or machines of any kind, other than minor servicing and maintenance, shall be permitted outdoors on such Lot or portion thereof, except with the consent of the Association.

Section 10.16. Oversized, Commercial and Unlicensed Vehicles. Unless used in connection with the construction or sale of Lots by the Sponsor, or maintenance of the Property, the following shall not be permitted to remain overnight on the Property for more than 72 hours within any month:

a. any vehicle which cannot fit into a garage of the size constructed by the Sponsor with the Units with the overhead garage door closed;

b. commercial vehicles of a weight of two (2) tons or more, unless garaged;

c. unlicensed motor vehicles of any type, unless garaged.

Section 10.17. Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted on the Property unless authorized by the Association.

Section 10.32. Chain Link Fences. Unless otherwise consented to by the Association, no chain link fence shall be erected anywhere on the Property.

Section 10.33. Leasing. Owners of townhomes may lease their dwelling, subject to the Planning Board Approval for Hamilton Place Subdivision. As part of the approval for the subdivision, the Town of Perinton required that no owner of multiple units may lease more than one unit at any time.

ARTICLE XI
ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION

Section 11.01. Declaration Runs With the Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property, whether or not the deed, lease or any other instrument incorporates or refers to the Declaration, covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of the Declaration, including personal responsibility for the payment of all charges which may become liens against his property and which become due while he is the owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 11.02. Enforceability. The provisions of the Declaration shall bind the Property, shall be construed as running with the land and shall inure to the benefit of the Association, which shall be deemed the agent for all of its Members, and may be enforced by any Member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

Section 11.03. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior to or subsequent thereto. No liability shall attach to the Sponsor, the Association, or any officer, director, employee, Member, agent, committee or committee member thereof, or to any other person or organization for failure to enforce the provisions of the Declaration.

Section 11.04. Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (i) the Owner, (ii) any family member, tenant, guest or invitee of the Owner, (iii) a family member or guest or invitee of the tenant of the Owner, or (iv) a guest or invitee of (1) any member of such Owner's family or (2) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot or other portion of the Property owned by such Owner, if any. This paragraph shall not be applicable to any action brought by the Association against the Sponsor.

Section 11.05. Inspection and Entry Rights. Any agent of the Association or the Architectural Committee may at any reasonable time or times, upon not less than 24 hours' notice to the Owner, enter upon a Lot or other portion of the Property to inspect the improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures or other improvements thereon comply with the Declaration, or with rules and regulations issued pursuant hereto. Neither the Association nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

In addition to the above, if the Architectural Committee determines that it is necessary to trim, cut or prune any tree, hedge or other planting because its location or the height to which, or the manner in which it has been permitted to grow is unsightly, detrimental or potentially detrimental to persons or property, obscures the view of street traffic, or is otherwise in violation of this Declaration, the Association shall notify the Owner of the Lot or other portion of the Property who shall be obliged to remedy the violation. If the Owner fails to remedy the violation within 30 days after such notice is given, then the Association may take such remedial action at the expense of the Owner.

Section 11.06. Default Notices to be Sent to Mortgagees. Each Owner shall notify the Association of the name of the mortgagee of any mortgage on such Owner's Lot. Upon receipt of such notice, the Association shall thereafter endeavor to provide such mortgagee with a duplicate copy of any notice of default sent to such Owner with regard to the violation by such Owner of any provision of this Declaration.

Section 11.07. Amending or Rescinding. Unless otherwise specifically provided for herein, this Declaration may be amended or rescinded upon the consent in writing of the Owners of not less than two-thirds (2/3) of all Lots which are subject to this Declaration. In addition, so long as the Sponsor owns a Lot subject to this Declaration, the written consent of the Sponsor will be required for any amendment which adversely affects the interest of the Sponsor.

In voting for such amendment or rescission, the Members voting rights shall be as set forth in Article III hereof.

The Owners of every Lot shall receive written notice of every proposed amendment or rescission at least 30 days prior to the date set for voting on said proposed amendment or rescission.

In addition to the approval of the Lot Owners and Sponsor, as provided for herein, no amendment or rescission which substantially affects the interest of any lending institutions shall become effective if lending institutions, which together are mortgagees on one-third (1/3) or more of the Lots, advise the Association in writing, prior to the date set for voting on the proposed amendment, that they are opposed to such amendment, which opposition must not be unreasonable. Written notice of any proposed amendment or rescission which substantially affects the interest of any lending institution first mortgagee shall be sent to all such lending institution first mortgagees whose names appear on the records of the Association at least 30 days prior to the date set for voting on the proposed amendment or rescission.

Section 11.08. When Amendment or Rescission Become Effective. Any amendment or rescission to this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the office of the Monroe County Clerk. Such instrument need not contain the written consent of the required number of Owners, but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

Section 11.09. Duration. The provisions of this Declaration shall, unless amended or rescinded as hereinbefore provided, continue with full force and effect against both the Property and the Owners thereof until December 31, 2030, and, as then in force, shall be automatically, and without further notice, extended for successive periods of ten (10) years, except as otherwise set forth herein.

Section 11.10. Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions.

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

In granting any permit, authorization or approval, as herein provided, the Association may impose any conditions or limitations thereon as they shall deem advisable under the circumstances in each case in light of the consideration set forth in the immediately preceding paragraph hereof.

Section 11.11. Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 11.12. Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 11.13. Invalidity of Agreement or Declaration. The determination by any court of competent jurisdiction that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

ARTICLE XII
GENERAL

Section 12.01. Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretations of the content thereof.

Section 12.02. Right Reserved to Impose Additional Protective Covenants. The Sponsor reserves the right to record additional protective covenants and restrictions prior to the conveyance of any lands encumbered by this Declaration.

Section 12.03. Notice. Any notice required to be sent to the Sponsor, Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Sponsor, Owner or mortgagee on the records of the Association at the time of such mailing.

Section 12.04. Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation or trust, and upon such assignment the successor corporation or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the successor corporation or trust had been an original party and all references herein to the Board of Directors or Trustees of such successor corporation or trust. Any such assignment shall be accepted by the successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association. If the Association, for any reason, shall cease to exist without having first assigned its rights hereunder to a successor corporation or trust, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation or trust to take over the duties and responsibilities of the entity to exist, subject to the conditions provided for herein with respect to an assignment and delegation to a successor corporation or trust.

Section 12.05. Right of Association To Transfer Functions. Unless otherwise specifically prohibited herein or within the Certificate of Incorporation or By-Laws of the Association, any and all functions of the Association shall be fully transferable in whole or in part to any other homeowners or residents association or similar entity.

PRIDE MARK HOMES, INC.

By:_____
James P. Barbato, President

HAMILTON PLACE ASSOCIATION, INC.

By:_____
James P. Barbato, President

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

On the _____ day of _____ in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared James P. Barbato personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

CERTIFICATE OF INCORPORATION
OF
HAMILTON PLACE ASSOCIATION, INC.

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

The undersigned, being at least 32 years of age and desiring to form a not-for-profit corporation under the Not-for-Profit Corporation Law of the State of New York, hereby certifies that:

1. The name of the Corporation is Hamilton Place Association, Inc.

2. The Corporation is a corporation as defined in subparagraph (5) of paragraph (a) of section 102 of the Not-for-Profit Corporation Law in that it is not formed for pecuniary profit or financial gain and no part of the assets, income or profit of the Corporation shall be distributable to, or inure to the benefit of, its members, directors or officers, or any private person, except to the extent permissible under the Not-for-Profit Corporation Law. The Corporation is a non-charitable corporation under section 201 of the Not-for-Profit Corporation Law.

3. The Corporation is a homeowners association formed to promote and provide for the maintenance, preservation, and architectural control of the homes and common area of Hamilton Place Townhomes, Perinton, Monroe County, New York (the "Property"), to promote the health, safety, and welfare of the residents of the community.

4. In furtherance of, and not in limitation of, the purposes of the Corporation, the Corporation shall have all the powers now or hereafter granted to non-charitable corporations under the Not-for-Profit Corporation Law and any successor statute, including, without limiting the generality of the foregoing, the power to acquire, invest in, hold, sell, exchange and dispose of real and personal property of all kinds and varieties and interests, including security interests and mortgages therein.

5. The Corporation is not formed to engage in any activity or for any purpose requiring consent or approval of any State official, department, board, agency or other body. No such consent or approval is required. Further, the Corporation is not formed to operate a hospital, drug maintenance program, certified home health agency, health maintenance organization or to provide hospital or health related services, or to offer a comprehensive health services plan as any of the foregoing are respectively defined in Articles 28, 33, 36, and 44 of the Public Health Law.

6. The office of the Corporation will be located in the County of Monroe, State of New York.

7. The initial directors of the corporation until the first annual meeting are as follows:

James R. Barbato
1501 Pittsford Victor Road, Suite 200
Victor, New York 14564

Helen Barbato
1501 Pittsford Victor Road, Suite 200
Victor, New York 14564

James P. Barbato
1501 Pittsford Victor Road, Suite 200
Victor, New York 14564

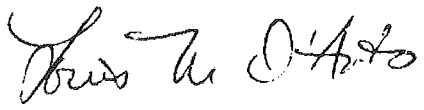
8. The Secretary of State is designated as the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is 1501 Pittsford Victor Road, Suite 200, Victor, New York 14564.

9. Every person or entity who is a record owner of a fee interest in any Lot in the Property which is subject by covenants of record (the "**Declaration**") to assessments by the Corporation, including contract vendors, and, in addition, the Sponsor, so long as it shall be the record owner of a fee interest in any Lot in the Property, whether or not subject to assessments by the Corporation, shall be a member of the Corporation. The Corporation shall have two (2) classes of membership. No person shall be a member of the Corporation solely on account of ownership of an interest in a Lot in the Property solely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from record fee ownership of any Lot in the Property subject to assessment by the Corporation.

10. Neither this Certificate of Incorporation nor the Corporation's By-Laws shall be amended in any manner which conflicts with the Declaration.

11. Upon dissolution of the Corporation other than incident to a merger or consolidation, no part of the assets of the Corporation nor any of the proceeds thereof shall be distributed to the members, officers or directors of the Corporation as such, but all such property and proceeds shall, subject to the discharge of the Corporation's liabilities, be distributed as directed by the members of the Corporation to a public agency to be used for not-for-profit purposes similar to those for which the Corporation was created or for the general welfare of the residents of the municipality in which the Property is located or to a corporation, association, trust or other organization not organized for profit and operated exclusively for the promotion of social welfare, subject to the approval of a Justice of the Supreme Court of the State of New York.

IN WITNESS WHEREOF, the undersigned hereby subscribes and affirms that this Certificate is true and correct under the penalties of perjury this May 23, 2016.



Louis M. D'Amato
2 State Street, 700 Crossroads Building
Rochester, New York 14614

By-Laws

establishing

Hamilton Place Association, Inc.

Pride Mark Homes, Inc.
1501 Pittsford Victor Road, Suite 200
Victor, New York 14564

Sponsor

Woods Oviatt Gilman LLP
700 Crossroads Building
Two State Street
Rochester, New York 14614

Attorneys for the Sponsor

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BY-LAWS
OF
HAMILTON PLACE ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

SECTION 1.01 Name and Location. The name of the corporation is Hamilton Place ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located in the Town of Perinton, County of Monroe and State of New York.

ARTICLE II

DEFINITIONS

As used in these By-Laws, the following terms shall have the definitions ascribed to them below:

SECTION 2.01 Association. HAMILTON PLACE ASSOCIATION, INC., a New York not-for-profit corporation.

SECTION 2.02 Declaration. The document entitled "Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens" imposed by the Sponsor of the Property, as defined below, as it may from time to time be supplemented or amended in the manner provided for in said Declaration.

SECTION 2.03 Lot. Any portion of the Property identified as a separate parcel on the tax records of the Town of Perinton or shown as a separate lot upon any recorded or filed subdivision map, with the exception of Association Property as defined in the Declaration.

SECTION 2.04 Member. Every person or entity who is a record owner of a fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract vendors and, in addition, the Sponsor, as that term is defined in the Declaration, so long as it shall be the record owner of a fee interest in any Lot subject to the Declaration, whether or not subject to assessments by this Association. No person, however, shall be a member of the Association solely on account of ownership of an interest in a Lot solely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from record fee ownership of any Lot subject to assessment by the Association.

SECTION 2.05 Property. All property within Hamilton Place Townhomes.

SECTION 2.06 Sponsor. Pride Mark Homes, Inc., its successors and assigns.

SECTION 2.07 Townhome. A single family dwelling on the property that is attached to at least one (1) or more townhomes by means of a party wall or otherwise.

ARTICLE III

MEMBERS

SECTION 3.01 Membership in the Association. The Members of the Association shall be the Owners of Lots within the Property, provided that any person or entity holding such interest merely as security for the performance of an obligation shall not be a Member. The Association shall have two (2) classes of Membership. Class A members shall be all Owners of Lots except the Sponsor and the sole Class B member shall be the Sponsor or assignee. The Class B membership shall be the only class of membership entitled to vote for the election of directors, the transaction of any

corporate business or any other matter until all Lots owned by Sponsor, including Lots incorporated by subsequent amendment to the Declaration, are transferred by the Sponsor, or until 15 years following the recording of the Declaration, whichever shall first occur. Immediately thereafter, the Sponsor's Class B membership shall be converted into Class A membership without further act or instrument and the Class A membership shall have full voting rights.

SECTION 3.02 Right of Sponsor to Assign; Otherwise No Assignment. Sponsor may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership may make successive like assignments. Memberships in the Association shall not otherwise be transferable or assignable.

ARTICLE IV

MEETINGS OF MEMBERS; VOTING

SECTION 4.01 Annual Meeting. There shall be an Annual Meeting of the Members on the first Tuesday of March at 8:00 p.m., or at such other date and time and at such other place convenient to the Members as shall be designated by the Board of Directors, which meeting shall be for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the date fixed for the annual Meeting shall be a legal holiday, the meeting shall be held on the first day following, which is not a legal holiday. Failure to hold an Annual Meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

SECTION 4.02 Special Meetings. Special Meetings of the Members may be called at any time by the President or the Board of Directors, and shall be called by the Secretary of the Association at the request in writing of Members of the Association holding not less than the ten percent (10%) of the votes entitled to be cast at the meeting.

SECTION 4.03 Notice of Meetings. Not less than ten (10) days or more than 30 days before the date of any Annual or Special Meeting of Members, the Association shall give to each Member written or printed notice stating the time and place of the meeting and, in the case of a Special Meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting and the purpose or purposes for which the meeting is called. Such notice shall be delivered either by mail or by presenting it to the Member personally, or by leaving it at such Member's residence as shown on the records of the Association. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the Member at his or her post office address as it appears on the records of the Association. Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the person or persons entitled to such notice, whether before or after such meeting is held, or actual attendance at the meeting in person without objection to lack or deficiency of notice prior to the conclusion of the meeting, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of Members, Annual or Special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

SECTION 4.04 Voting Rights. The Class B membership shall be the only class of membership entitled to vote for the election of directors, the transaction of any corporate business or any other matter until all Lots owned by Sponsor are transferred by the Sponsor, or until 15 years following the recording of the Declaration, whichever shall first occur. Immediately thereafter, the Sponsor's Class B membership shall be converted into Class A membership without further act or instrument and the Class A membership shall have full voting rights, and each Member shall have one vote, regardless of the number of Lots owned.

SECTION 4.05 Quorum and Vote. The presence in person or by proxy of Members having not less than one-half (1/2) of the total votes of the Membership entitled to vote shall constitute a quorum at any meeting. However, if a meeting cannot be held because a quorum is not present, the majority of the Members present, either in person or by proxy, may, without notice other than announcement to those physically present, adjourn the meeting to a time not less than 48 hours later, until a quorum shall be present in person or by proxy, with the quorum required for each reconvened meeting being one-half (1/2) of the quorum required for the previous meeting, but never less than one-tenth (1/10) of the total votes of the Membership entitled to vote. Directors shall be elected by the affirmative vote of Members entitled to vote and casting a plurality of the vote cast at a meeting of Members. With respect to all acts other than the election of Directors, the

act of Members casting a majority of the votes cast at a meeting shall be the act of the Members unless the act of a greater or lesser number is required by law, or by the Certificate of Incorporation of the Association, the Declaration or these By-Laws.

SECTION 4.06 Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of the Declaration, the Certificate of Incorporation, these By-Laws and the Not-for-Profit Corporation Law of the State of New York, as it deems advisable for any meeting of the Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

SECTION 4.07 Entity Members. Any votes of an entity member may be cast by an appropriate partner, member, or officer of such entity.

SECTION 4.08 Joint or Common Ownership. Any one (1) joint or common fee owner of a Lot shall be entitled to cast the vote with respect to the Lot so owned, but all such joint or common owners shall together cast only one (1) vote for each Lot conferring voting rights. If the owners are unable to determine how the vote shall be cast, no vote shall be cast.

SECTION 4.09 Absentee Ballots. On any matter submitted to the Members for vote, other than the election of Directors of the Association, any Member entitled to vote may cast a vote without attending the meeting in question by filing a written statement with the Board of Directors prior to the meeting in question, specifying the issue on which the Member intends to vote and that the Member votes for or against the same. Members unable to attend a meeting at which Directors of the Association are to be elected shall be entitled to file an absentee ballot if so provided by the Board of Directors, or may vote by a proxy which shall be in writing and shall be filed with the Secretary of the Association.

SECTION 4.10 Waiver and Consent. Wherever the vote of the membership is required by law or by the Certificate of Incorporation of the Association, the Declaration or these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

ARTICLE V

BOARD OF DIRECTORS

SECTION 5.01 Number of Directors. The business and affairs of the Association shall be managed by the Board of Directors. The number of Directors of the Association shall be five (5), except that an initial Board of three (3) Directors shall be designated by the Sponsor. The initial Board of Directors shall hold its first meeting within 30 days of transferring title to the first Lot. The initial Board of Directors shall serve until the first annual meeting after the Sponsor no longer has an interest in a Lot then subject to the terms of the Declaration. Directors need not be Members.

SECTION 5.02 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. Nominations also may be made from the floor at the Annual Meeting of the Association. The members of the Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each Annual Meeting of the Members and shall serve only to make the nominations for Directors to be elected at that meeting.

The Nominating Committee shall make as many nominations for election of the Board of Directors as it shall determine, in its sole discretion, but not less than the number of vacancies that are to be filled and such nomination may be made from Members of the Association.

SECTION 5.03 Election. At the first Annual Meeting after the Sponsor relinquishes control of the Board of Directors, that is when it no longer has an ownership interest in a Lot then subject to the Declaration, the Members shall elect three (3) Directors for a term of two (2) years and two (2) Directors for a term of one (1) year. At each Annual Meeting

thereafter, the Members shall replace those Directors whose terms have expired and elect such successor Directors for a term of two (2) years. Voting shall be by secret written ballot which shall:

a. Set forth the number of vacancies to be filled;

b. Set forth the names of those nominated by the Nominating Committee to fill such vacancies; and

c. Contain space for a write-in for each vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

SECTION 5.04 Vacancies. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors (although less than a quorum) or by a sole remaining Director and, if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose vacancy such person was elected to fill. Any vacancy occurring by reason of an increase in the number of Directors may be filled by action of a majority of the entire Board of Directors and any Director so elected shall hold office until the next meeting of Members or until a successor is elected and qualifies.

SECTION 5.05 Removal. At any meeting of Members, duly called at which a quorum is present, the Members may, by the affirmative vote of not less than two-thirds (2/3) of the Members entitled to vote, remove any Director or Directors from office with or without cause and may by plurality vote elect the successor or successors to fill any resulting vacancies for the unexpired term or terms of the removed Director or Directors. In addition the other Directors may, by the affirmative vote of not less than two-thirds (2/3) of the other Directors, declare the position of the Director vacant in the event the person filling such position shall be absent from three (3) consecutive meetings. This paragraph shall not apply to board members appointed by Sponsor.

SECTION 5.06 Compensation. Directors shall not receive any compensation or salary for their services. Any Director may be reimbursed for his actual expenses incurred in the performance of his duties. A Director who serves the Association in any capacity other than as a Director or officer, however, may receive compensation therefor.

SECTION 5.07 Regular Meetings. Regular Meetings of the Board of Directors shall be held monthly without notice at such places and at such times convenient to the Directors as may be designated from time to time by resolution of the Board of Directors. Should such meeting date fall on a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 5.08 Special Meetings. Special Meetings of the Board of Directors may be called at any time at the request of the President or any two (2) Directors after not less than two-(2) days' notice to each Director. The person or persons authorized to call such Special Meeting of the Board may fix any place convenient to the Directors as a place for holding such Special Meeting. Any Director may, in writing signed by such Director before or after the time of the Special Meeting stated therein, waive notice of any Special Meeting. The attendance of a Director at any Special Meeting without objection to lack or deficiency of notice prior to the conclusion of such meeting shall constitute a waiver of notice of such Special Meeting. Neither the business to be transacted at, nor the purpose of any Special Meeting need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by the Certificate of Incorporation of the Association or by these By-Laws.

SECTION 5.09 Quorum and Voting. At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, except as otherwise required by law, by the Certificate of Incorporation of the Association or by these By-Laws. Except in cases in which it is provided otherwise by law, by the Certificate of Incorporation or by these By-Laws, a vote of a majority of Directors present at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the Directors present may adjourn the meeting from time to time by majority vote and without further notice, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted as originally called.

SECTION 5.10 Informal Action by Directors. Any action required or permitted to be taken by a meeting of the Board of Directors or of any committee thereof may be taken without a meeting, provided a written consent to such action is signed by all members of the Board of Directors or of such committee, as the case may be. Such written consent shall be filed with the minutes of proceedings of the Board or committee.

SECTION 5.11 Powers of the Board. The Board of Directors may exercise all the powers of the Association, except such as are conferred upon or reserved to the Members by statute or by the Certificate of Incorporation or these By-Laws. The powers, duties and authority of the Board of Directors shall specifically include, but shall not be limited to, the following:

a. To determine, levy and collect the assessments and common charges as provided for in the Declaration.

b. To collect, use and expand the assessments and charges collected for the maintenance, care and preservation and operation of the property of the Association as permitted by the Declaration.

c. To procure and maintain adequate liability insurance covering the Association, its Directors, Officers, agents and employees and to procure and maintain adequate hazard insurance on such of the Association's real and personal properties and the Townhomes as it deems appropriate.

d. To repair, restore or alter the properties of the Association or such other improvements for which the Association may now or hereafter have such responsibility under the Declaration, as amended, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

e. To promulgate rules and regulations relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof or to enhance the preservation and use of facilities or which, in the discretion of the Association, shall serve to promote the best interests of the Members and to establish and enforce penalties for infractions thereof.

f. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the provisions of the Declaration or of any rules or regulations of the Association.

g. To pay all expenses incurred by the Association and all taxes owing by the Association.

h. To declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive meetings of the Board of Directors.

i. To keep a complete record of the actions of the Board of Directors and the corporate affairs of the Association and such other records as it deems appropriate.

j. To issue, or cause to be issued, upon request by any person, an "Assessment Certificate" as provided in the Declaration, setting forth the status of payment of assessment for any Lot.

k. To grant easements or rights of way to any public or private utility corporation, governmental agency or political subdivision with or without consideration.

l. To dedicate or transfer all or any part of the land which it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee. Such a conveyance shall, however, require the consent of two-thirds (2/3) of the total votes of all Members at any meeting duly called and held or who shall vote upon written ballot which shall be sent to every Member not less than 30 days nor more than 60 days in advance of the canvass thereof. In addition, no such conveyance shall be made if lending institutions which together are first mortgagees on 33-1/3% or more of the Lots advise the Association in writing, prior to the date set for voting on the proposed conveyance, that they disapprove such conveyance, which disapproval must not be unreasonable. Written notice of any proposed conveyance shall be sent to all lending institution

first mortgagees not less than 30 days nor more than 60 days prior to the date set for voting on the proposed conveyance.

m. To enter into agreements, reciprocal or otherwise, with other homeowners and residents associations, condominiums and cooperatives for the use of or sharing of facilities. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Members voting upon written ballot which shall be sent to every Member not less than 10 days nor more than 60 days in advance of the vote on the proposed agreement.

n. To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration.

SECTION 5.12 Duties of the Board. It shall be the duty of the Board of Directors to:

a. Cause to be kept a complete record of all its acts and corporate affairs and to regularly present a written report thereon in compliance with New York statutes to the Members at the annual Meeting of the Members, or at any Special Meeting to present a written report only when same is requested in writing by at least one-fourth (1/4) of the Members who are entitled to vote.

b. Supervise all officers, agents and employees of the Association and to see that their duties are properly performed.

c. As more fully provided in the Declaration now or as hereafter amended or supplemented, to:

(1) Fix the amount of Special Assessments and Maintenance Assessments and other assessments to be assessed and levied against each Lot at the time or times and in the manner provided in the Declaration.

(2) Send written notice of each assessment to every owner of a Lot subject thereto at the time and in the manner provided in the Declaration.

(3) Foreclose the lien against any Lot for which assessments are not paid within 30 days after their due date, and to bring an action at law against the Member thereof personally obligated to pay the same.

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

e. Procure and maintain adequate liability and hazard insurance for the Association Property, and if it so opts for the Townhomes.

f. Cause the Association Property, and on the default of the Lot Owner, the exteriors of the Townhomes to be maintained.

g. Cause all officers or employees having fiscal responsibilities to be bonded, as the Board of Directors may deem appropriate.

h. Prepare annual finance statements of the Association which are to be mailed to each Member by March 15th of each year.

SECTION 5.13 Performance of Duties: Conflict of Interests. The Directors and Officers of the Association may freely make contracts, enter transactions or otherwise act for and in behalf of the Association relating to or incidental to its operations, notwithstanding the fact that they may also be acting as individuals or as Directors of the Association and as agents for other persons or business concerns or may be interested therein as stockholders of said corporations or business

concerns or otherwise, provided, however, that all such dealings shall at all times be at arm's length for and in the best interests of the Association and otherwise lawful.

ARTICLE VI

OFFICERS

SECTION 6.01 Officers. The officers of the Association shall be the President (who shall be a member of the Board of Directors), one (1) or more Vice Presidents (the number to be determined by the Board of Directors), the Secretary and the Treasurer and shall be appointed by the Board of Directors. The Board of Directors may elect such other officers as it shall deem desirable, such officers to have the authority to perform the duties prescribed from time to time by the Board of Directors. Two (2) or more offices may not be held by the same person.

SECTION 6.02 Election. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

SECTION 6.03 Term and Vacancies. The officers of the Association shall be elected annually by the Board of Directors and each shall hold offices until his or her successor shall have been duly elected, unless he or she shall sooner resign, or shall be removed or otherwise be disqualified to serve. The vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 6.04 Resignation and Removal. Any officer may be removed by the Board of Directors, with or without cause, whenever, in the judgment of the Board, the best interests of the Association will be served thereby. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6.05 President. The President shall be the chief executive officer, shall supervise the work of the other officers, shall preside at all meetings of Members, shall preside at all meetings of Directors and shall perform such other duties and functions as may be assigned him or her. He or she may sign, in the name of the Association, any and all contracts or other instruments authorized by the Board or these By-Laws.

SECTION 6.06 Vice President. Any Vice President shall be capable of performing all of the duties of the President. He or she may sign, in the name of the Association, any and all contracts or other instruments authorized by the Board and shall perform such other duties and functions as may be assigned to him or her by the President or the Board.

SECTION 6.07 Secretary. The Secretary shall cause notices of all meetings to be served as prescribed in these By-Laws, shall record the votes and keep the minutes of all meetings, shall have charge of the seal and corporate records of the Association, and shall perform such other duties as are assigned to him or her by the President or the Board. Any Assistant Secretary shall be capable of performing all of the duties of the Secretary.

SECTION 6.08 Treasurer. The Treasurer shall have the custody of all moneys and securities of the Association and shall keep or cause to be kept regular books and records. He or she shall account to the President and the Board, whenever they may require it, with respect to all of his or her transactions as Treasurer and of the financial condition of the Association, and shall perform all other duties that are assigned to him or her by the President, the Board or these By-Laws.

SECTION 6.09 Other Officers. Such other officers as the Board may appoint shall perform such duties and have such authority as the Board may determine.

SECTION 6.10 Compensation. No executive officers of the Association shall receive any stated salary for their services, provided that nothing herein contained shall preclude any executive officer from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE VII

COMMITTEES

SECTION 7.01 Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one (1) or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association provided, however, that no such committee shall have the authority of the Board of Directors to approve an amendment to the Certificate of Incorporation of the Association or to these By-Laws or a plan of merger or consolidation.

SECTION 7.02 Committees of the Association. The committees of the Association shall be the Architectural Standards Committee, the Nominating Committee and such other committees as the Board of Directors shall deem desirable. Each committee shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The Architectural Standards Committee shall have the duties and functions described for such committee in the Declaration.

SECTION 7.03 Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VIII

FINANCE

SECTION 8.01 Checks. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness issued in the name of the Association shall, unless otherwise provided by resolution of the Board of Directors, be signed by the President or Treasurer and countersigned by one (1) Director of the Association, provided that the President or Treasurer and Director so signing are not the same person.

SECTION 8.02 Fiscal Year. The fiscal year of the Association shall be the twelve-(12) calendar months, ending December of each year, unless otherwise provided by the Board of Directors.

SECTION 8.03 Annual Reports. There shall be a full and correct statement of the financial affairs of the Association including a balance sheet and a financial statement of operation for the preceding fiscal year. Such report shall be submitted at the Annual Meeting of the Members and filed within 20 days thereafter at the principal office of the Association.

ARTICLE IX

BOOKS AND RECORDS

SECTION 9.01 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association.

ARTICLE X

CORPORATE SEAL

SECTION 10.01 Corporate Seal. The Association shall have a seal in circular form having within the circumference thereof the full name of the Association.

ARTICLE XI

AMENDMENTS

SECTION 11.01 Alteration, Repeal or Amendment. These By-Laws may be altered, repealed or amended and new By-Laws may be adopted at any regular or special meeting of the Members, by vote of a majority of Members entitled to vote present in person or by proxy or (except as to any matter affecting membership qualifications or voting rights) at any regular or special meeting of the Board of Directors or by the affirmative vote of a majority of the whole Board of Directors.

SECTION 11.02 Conflict with Certificate of Incorporation or with Declaration. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII

INDEMNIFICATION

SECTION 12.01 Indemnification. To the extent permitted by law, the Association shall indemnify and hold harmless any person made a party to any proceeding by reason of the fact that such person is or was a Director or officer of the Association against any loss or expense incurred by said person by reason of such proceeding, including the settlement thereof, except in relation to matters which such person is adjudicated to be liable for gross misconduct in the performance of that person's duties.

SPONSOR'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

Re: Hamilton Place Association, Inc.

The undersigned, being duly sworn, depose and say as follows:

We are the Sponsor and the principals of the Sponsor of the homeowners association offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Office of the Attorney General in Part 22, and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We certify that the sewers and water lines, when constructed, will be in accordance with local government specifications. If the construction of the above public improvements has not been completed prior to conveyance to the Town of Perinton or the Association, a bond or letter of credit will be posted with the Town or Association, or other adequate security will be provided in an amount to be determined by an engineer licensed to practice as a professional engineer in the jurisdiction where the Association is located, which amount shall not be less than the amount required to complete such construction to required specifications.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Dated: January 20, 2017

Pride Mark Homes, Inc.

By: _____
James P. Barbato, Pres.

_____
James P. Barbato

DANIELLE M TINKELMAN
Notary Public, State of New York
No. 01TI6340917
Qualified in Monroe County
Commission Expires April 25, 20 20

Sworn to before me this
20 day of January, 2017

_____
Notary Public

{4761259: }

ENGINEER'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

Re: Hamilton Place Association, Inc.

The undersigned, being duly sworn, depose and say as follows:

The Sponsor of the offering plan to convert the captioned property to HOA ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by The DDS Companies dated April 1, 2016, and prepared the Report dated November 1, 2016, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We are a licensed engineer in the State where the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 22 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion the Report affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to an HOA or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Dated: January 17, 2017

The DDS Companies

By: _____
Sean G. Donohoe, President
Registered Engineer Lic. No. 071488

Affirmed to before me this
17th day of January, 2017.

_____
Notary Public

LORI W VANSLYKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VA6069460
Qualified In Monroe County
My Commission Expires February 04, 2018

JAMES FAHY DESIGN ASSOCIATES
ARCHITECTURE & ENGINEERING P.C.

ARCHITECT'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

Re: Hamilton Place Association, Inc.

The undersigned, being duly sworn, depose and say as follows:

The Sponsor of the offering plan to convert the captioned property to HOA ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by James Fahy Design dated November 2016, and prepared the Report dated November 1, 2016, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We are a licensed Architect in the State where the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 22 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion the Report affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;
(iv) does not contain any untrue statement of a material fact;
(v) does not contain any fraud, deception, concealment, or suppression;
(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to an HOA or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Dated: January 16, 2017

James Fahy Design

By: _____
James R. Fahy
Lic. No. 063585

Affirmed to before me this
16 day of January, 2017.

LOUIS M. D'AMATO
Notary Public, State of New York
Qualified in Monroe County
No. 01DA4954365
Commission Expires August 7, 2017

Notary Public

2024 w. henrietta rd. | suite 3k | rochester, ny 14623
tel (585) 272.1650 | fax (585) 272.1008
info@jamesfahy.com | www.jamesfahy.com

KENRICK
CORPORATION

January 19, 2017

New York State Department of Law
Real Estate Financing Bureau
120 Broadway, 23rd floor
New York, New York 10271

Re: Hamilton Place Homeowners Association, Inc.
Town of Perinton, New York

The Sponsor of the homeowners association offering plan for the captioned property retained me to review Schedule A containing projections of income and expenses for the fiscal year of operation as a homeowners association. My experience in this field includes:

> Involvement in the development, conversion, marketing, and management of condominium and homeowners associations since 1982 and, prior to that, the construction, rehabilitation and management of commercial and multi-family residential rental properties since 1972. Current management accounts, (48) include apartments, condominiums, homeowners associations, and office buildings.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 22 insofar as they are applicable to Schedule A.

I have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. I have also relied on my experience in managing residential properties.

I certify the projections in Schedule A appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of operation as a homeowners association.

I certify that the Schedule:

1. sets forth in detail the projected income and expenses for the first year of HOA operation;

2. affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of operation as a homeowners association;

3. does not omit any material fact;

4. does not contain any untrue statement of a material fact;

3495 Winton Place, Building D, Suite-4, Rochester, New York 14623 (585) 424-1540 Fax: (585) 424-1553

5. does not contain any fraud, deception, concealment or suppression;

6. does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

7. does not contain any representation or statement which is false, where I (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statements made.

I further certify that I am not owned or controlled by the Sponsor.

I understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of operation as a homeowners association.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Richard K. Aikens
Kenrick Corporation

STATE OF NEW YORK}
COUNTY OF MONROE} ss:

Sworn to before me this 23rd
day of January, 2017

Notary Public

CHERYL K. GIOIA
Notary Public, State of New York
Registration #01GI6145814
Qualified in Monroe County
Commission Expires May 15, 2018

RKA/lbk

MANAGEMENT AGREEMENT

Agreement made this ___ day of _____, 201___.

IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, **HAMILTON PLACE ASSOCIATION, INC.**, hereinafter called "OWNER", the OWNER'S governing body, hereinafter called the "Board", and **PRIDE MARK HOMES, INC.**, hereinafter designated as "Agent", agree as follows:

1. EMPLOYMENT OF AGENT:

The OWNER hereby employs and appoints the Agent as the sole and exclusive management agent of the property known as **HAMILTON PLACE TOWNHOMES**, Perinton, New York, hereinafter referred to as "PROPERTY".

2. PURPOSE OF THIS AGREEMENT:

The OWNER represented by the Board, pursuant to the authority granted it in its Declaration and/or By-Laws to employ an agent to provide management services hereby authorized and empowers Pride Mark Homes, Inc., who desires to be employed, to carry out the management functions specifically enumerated within this agreement and none other. It is the desire of both the BOARD and the AGENT that they work together to attain mutually agreed upon objectives for the administrative, fiscal, and physical management of the OWNER'S subject PROPERTY.

3. TERMS OF THIS AGREEMENT:

A. This Agreement shall be for a one-year period, commencing one the date of the first lot sale and ending the first day of the thirteenth month thereafter. This agreement may be terminated as outlined herein.

B. The OWNER shall compensate the AGENT in the amounts of $18.00 per unit per month, payable during the month incurred.

C. The OWNER shall additionally compensate the AGENT for any services provided by its staff which are not specifically enumerated in this Agreement. It is also understood that the cost of all postage for letters, billings, and payments sent out on behalf of the OWNER, all postage for past-due notices, all copying of letters and notices for the OWNER, and all letterhead stationery, ledgers, ledger sheets, coupons, envelopes, checks, and other forms or supplies specifically used by or for the OWNER shall be an expense of the OWNER, and charged back by the AGENT at cost.

4. TERMINATION:

During the initial term of this Agreement, the Agent may be terminated as follows:

A. By the OWNER, effective immediately upon notice, in the event a petition of bankruptcy is filed by or against the AGENT, or in the event that AGENT should make an assignment for the benefit of creditors or take advantage of any insolvency act;

B. By the OWNER upon dissolution of AGENT.

During the initial term of the Agreement, the Agent may terminate this Agreement on 60 days' notice to the OWNER.

5. RESPONSIBILITIES OF THE AGENT:

A. ADMINISTRATIVE

1. If requested by the BOARD, on the basis of the budget, job standards, wage rates, employee benefits and expenses previously approved by the BOARD, the AGENT shall hire, pay,

negotiate collective bargaining agreements with, supervise, and discharge all personnel required to maintain and operate the OWNER'S PROPERTY. All such personnel shall be employees of AGENT and will be subject to the personnel policy of the AGENT'S corporation.

2. Upon request of OWNER, the AGENT shall cover all its employees who handle or are responsible for the safekeeping of the OWNER'S money by a fidelity bond. The AGENT shall provide the BOARD proof of such bond annually upon request.

3. The AGENT shall maintain an accurate list of unit owners and tenants based upon the best information available to the AGENT.

4. The AGENT, at the OWNER'S expense, shall see that all unit owners and persons occupying the premises are informed with respect to such rules, regulations and notices as may be promulgated by the BOARD from time to time. Additionally, upon request of the BOARD, the AGENT shall notify any unit owner not in compliance of such rules and regulations of the fact of their noncompliance.

5. (a) The AGENT shall maintain appropriate records of all insurance coverage carried by the OWNER. The AGENT shall cooperate with the BOARD in investigating and reporting all accidents or claims for damage relating to the ownership, operation and maintenance of the PROPERTY of the OWNER, including any damage or destruction thereto.

(b) AGENT shall not be responsible for placement or maintenance of insurance coverage, and shall not be liable for any inadequacies therein.

B. FISCAL

1. The AGENT shall maintain a comprehensive system of office records, books, and accounts, which records shall be subject to examination by the authorized BOARD representative or their authorized agents at reasonable hours.

2. The AGENT shall receive, and as necessary, show receipts for all monthly assessments and other charges due to the OWNER for operation of the OWNER. The only responsibility that the AGENT has for the collection of delinquent assessments is as follows: On about the 15th of the month and again on or about the 25th of the month, send a past-due notice stating the current balance due the OWNER. If the delinquent balance due is not received by the AGENT by the fifteenth day of the following month, if requested by the BOARD, a list will be prepared by the AGENT and sent to the OWNER'S attorney for proper filing, and collection. As between AGENT AND OWNER, the costs of lien filing and subsequent costs in foreclosure of the lien, or other collection shall be an expense of the OWNER.

3. The AGENT shall deposit all moneys collected by it on behalf of the OWNER in the OWNER'S account in a state or national bank where the AGENT does business and where deposits are insured by the Federal Deposit Insurance Corporation.

4. (a) The AGENT shall pay all expense of operation and management (including, but not limited to, taxes, building and inspection fees, utility rates and other governmental charges, and all other charges or obligations incurred by the OWNER) with respect to the maintenance or operation of the PROPERTY or incurred by the AGENT on behalf of the OWNER pursuant to the terms of this Agreement (or pursuant to other authority granted by the OWNER) from the OWNER'S funds held by the Agent.

(b) In discharging this responsibility, the AGENT shall not create any obligations or make any direct expenditure exceeding five hundred dollars ($500.00), without the prior

consent of the OWNER. Notwithstanding the limitations imposed by the preceding sentence, the AGENT may on behalf of the OWNER without prior consent, expend or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or may threaten the suspension of any necessary service to the OWNER. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the AGENT will, if at all possible, confer immediately with the BOARD regarding every such expenditure.

5. The AGENT shall maintain records showing all its receipts and expenditures relating to the OWNER and shall promptly submit to the BOARD cash receipts and disbursements statements for the preceding month on or before the twentieth day of the following month. The monthly statements submitted to the BOARD shall be in a format acceptable to the AGENT and the BOARD. The AGENT will provide copies of monthly financial reports to an external CPA firm if directed by the BOARD.

6. The AGENT shall prepare and submit to the BOARD upon thirty (30) days prior request, but no more than ninety (90) days in advance of each new fiscal year and no more than once each year, a recommended budget in format acceptable to the AGENT and the BOARD for the next year showing anticipated receipts and expenditures for such year by major account area. In preparation of such budget, the AGENT makes no claim as to the adequacy of any Reserve Accounts.

7. Within forty-five (45) days after the end of each fiscal year, the AGENT shall submit to the BOARD a summary of all receipts and expenditures relating to the OWNER for the preceding year, provided that this service shall not be construed to require the AGENT to supply an audit. An audit required by the OWNER shall be prepared at the OWNER'S expense by accountants of OWNER'S selection. Accountants for the OWNER shall, during normal working hours, have reasonable access to the books and records maintained by the AGENT for the OWNER.

8. The following are charges allowed for the other services provided by the AGENT, not included in this management agreement:

Coordination of Insurance	10% of claim (if provided for in claims in excess of $10,000 insurance policy)
Coordination of Capital Improvements projects in	10% of project excess of $10,000

Time spent for items not a part of this agreement:

Property Manager	$50.00 per hour
Accountant	$30.00 per hour
Secretary	$20.00 per hour
Maintenance mechanic	$30.00 per hour
Maintenance laborer	$15.00 per hour

C. PHYSICAL

1. Whenever services of independent contractors are employed in connection with the maintenance of the PROPERTY, AGENT shall use its best efforts to secure such services at the best price available, taking into consideration the quality of the work done by, and the reliability of, such independent contractors. If an affiliate or division of AGENT is employed to render such services, the cost of such to OWNER shall not exceed the cost of the like services had they been procured in the open market.

2. The AGENT shall, subject to the direction of the BOARD and according to standards established by it, cause, at the expense of the OWNER, the OWNER'S common areas/elements to be maintained, repaired or replaced consistent with the character of the OWNER and its Declaration, and By-Laws.

3. The AGENT, with approval of the BOARD, shall purchase on behalf of the OWNER such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the PROPERTY. All such purchases and contracts shall be in the name and at the expense of the OWNER.

4. Subject to the direction of the final approval by the BOARD, the AGENT shall negotiate and execute on behalf of the OWNER contracts for necessary and advisable services, including, but not limited to snow removal, trash removal, insurance coverage, ground maintenance, and maintenance of common elements.

5. The AGENT shall record all unit OWNER'S service requests for unit and common area problems and respond to these requests in a timely manner. As required, the AGENT shall review these requests with the BOARD.

6. The AGENT shall perform a routine inspection of the common elements and PROPERTY to insure that all terms of subcontracts and this agreement are being adhered to.

7. Notwithstanding any other provision of this Agreement, the AGENT has no authority or responsibility for maintenance of or repairs to those portions of individual dwelling units in the Association which are not defined as the responsibility of the OWNER pursuant to the Declaration of Restrictive Covenants of OWNER. Such maintenance and repairs shall be the sole responsibility of the OWNERS individually.

6. RESPONSIBILITIES OF THE OWNER:

A. The OWNER shall, at the inception of this Agreement, and to the extent it is able, provide the AGENT with:

1. A copy of the Declaration, By-Laws, Rules and Regulations and all applicable policies and procedures.

2. A copy of all insurance policies in force.

3. Opening general ledger balances and actual cash balances of all operating and reserve funds.

4. Copies of all contracts/agreement in force.

5. An up-to-date unit owner listing, including the addresses of nonresident owners, and renters.

6. A listing of all past-due and prepaid unit owners.

7. Banking resolutions/signature cards giving the AGENT signing authority on all existing bank accounts and/or new accounts to be established.

8. Keys to common areas, site plans, building plans, utility layouts and the like.

B. The OWNER shall deal with the AGENT only through its BOARD, and the BOARD shall designate a single individual and in his/her absence an alternate, who shall be authorized to deal with the AGENT on any matter relating to the management of the OWNER. The AGENT is directed not to accept

directions or instructions with regard to management of the OWNER from anyone else, except the BOARD. In the absence of any other designation by the BOARD, the President of the BOARD shall have this authority.

C. The OWNER agrees to carry, at his own expense, hazard, liability and fiduciary insurance adequate to protect its interest. The OWNER agrees to name the AGENT as additionally insured upon such insurance in form, substance and amounts reasonably satisfactory to the AGENT and to furnish AGENT with certificates evidencing existence of such insurance.

7. MUTUAL COVENANTS, CONDITIONS, RESTRICTIONS AND/OR LIMITATIONS.

A. The Agent shall have no authority to make any structural changes in or to the PROPERTY of the OWNER or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately needed for the preservation and safety of the OWNER or the safety of the OWNERS and occupants or are required to avoid the suspension of any necessary service to the OWNER, except upon authorization of the BOARD.

B. The AGENT shall have no responsibility in the OWNER'S investigation of or implementation of additions or improvements to the PROPERTY.

C. In the event it is alleged or charged that the OWNER or any equipment therein or any act or failure to act by the OWNER with respect to the OWNER or the sale, rental or other disposition thereof, or the hiring of employees to manage it fails to comply with, or is in violation of, any of the requirements of any constitutional provision, statute, ordinance, law or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction there over, and the AGENT in its sole and absolute discretion considers that the action or position of the OWNER with respect thereof may result in damage or liability to the AGENT, the AGENT shall have the right to cancel this Agreement at any time by written notice to the OWNER of its election to do so, which cancellation shall not release the indemnities of the OWNER set forth herein and shall not terminate any liability or obligation of the OWNER to the AGENT for any payment, reimbursement or other sum of money then due and payable to the AGENT hereunder.

D. The OWNER agrees to indemnify and hold harmless the AGENT from any claim or loss arising from personal injury, bodily injury, property damage, or alleged violations of any constitutional provision, statute, ordinance, law or regulation of any governmental body by reason of any cause other than the AGENT'S gross negligence in performance of this Agreement either in or about the PROPERTY. The OWNER agrees to defend promptly and diligently, at its sole cost and expense, any such claim, action, or proceeding brought against the AGENT.

E. The AGENT agrees to indemnify and hold harmless the OWNER from any claim or loss arising from personal injury, bodily injury, property damage, or alleged violations of any constitutional provision, statute, ordinance, law or regulation of any governmental body caused by the gross negligence of the AGENT, its representatives, servants or employees in the performance of this Agreement. The AGENT agrees to defend promptly and diligently, at its sole cost and expense, any such claim, action or proceeding brought against the OWNER.

F. If the BOARD shall unreasonably interfere with the AGENT in the performance of its duties hereunder, or if the BOARD shall fail to take reasonable action to prevent interference by owners, or if the BOARD shall fail to promptly do any of the things required of it hereunder, including, but not limited to, the assessment of the unit owners in amount sufficient to pay in full the AGENT'S fee and to otherwise pay all of the sums set forth in the budget or otherwise, then the AGENT may, upon written notice to the BOARD, declare this agreement in default. Unless such default is cured by the BOARD, within thirty (30) days after such notice is given by the AGENT, this Agreement may be terminated by the AGENT.

G. OTHER: Special detailed studies and reviews, requiring the Property Manager or other members of the AGENT'S staff, will be provided on a cost-not-to-exceed basis and agreed upon between BOARD and AGENT in advance.

H. The AGENT has no responsibility for the compliance of the Association or any of its equipment with the requirements of any ordinances, laws, rules, or regulations (including those relating to the disposal of solid, liquid, and gaseous wastes) of the Village, Town, City, County, State or Federal Government, or any public authority or official thereof having jurisdiction over it, except to notify the BOARD promptly of, or forward to the BOARD promptly, any complaints, warnings, notices, or summonses received by it relating to such matters.

I. The OWNER represent that to the best of its knowledge the Association complies with all such requirements, as named in Paragraph 7-H above, and authorize the AGENT to disclose the ownership of the Association to any such officials, and agree to defend, indemnify and hold harmless the AGENT, its representatives, servants, and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

J. Any notice required or permitted to be served hereunder may be served by registered mail or in person as follows:

1. If to the AGENT:

   Pride Mark Homes, Inc.
   1501 Pittsford Victor Road, Suite 200
   Victor, New York 14564
   Attn: James P. Barbato, President

2. If to the OWNER, to the President of the Board at his or her residence address.

3. Either party may change the address for notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the mails.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed, their respective signatures the date first above written.

OWNER:

HAMILTON PLACE ASSOCIATION, INC.

BY:_____
James P. Barbato, President

AGENT:

PRIDE MARK HOMES, INC.

BY:_____
James P. Barbato, President

LEASE FORM

HAMILTON PLACE TOWNHOMES

Landlord: Pride Mark Homes, Inc., with address of 1501 Pittsford Victor Road, Suite 200, Victor, NY ("Landlord").

Resident: _____("Resident")

Additional Occupants: _____("Occupant" or "Occupants")

Resident Current Address:_____

Date of Lease	_____	Monthly Rent	$ _____
Home No.	_____	Annual Rent	$_____
Term	☒ One Year ☐ ____ Years		
Commencement Date	_____	Security Deposit	$_____
Termination Date	_____	Pet Security Deposit	$ _____
Move In Date	_____	Initial/Pro-Rata Rent	$_____
Maximum Occupancy	_____ people	Total Received	$_____

1. LEASE OF HOME

Landlord leases to Resident and Resident leases from Landlord the Home above specified located at Hamilton Place Townhomes, ___ Coghlan Lane, Wilbury Road and Roseville Drive, Perinton, Monroe County, New York (the "Home"). This Lease Agreement is subject to the terms and conditions of the Offering Plan (Parts I and II) of Hamilton Place Association, Inc. Any conflict shall be resolved according to the terms of the Offering Plan.

2. PAYMENT OF RENT

(a) Resident agrees to pay the monthly rent and all additional monthly charges in full in advance on the first day of each month during the term of the Lease at the post office box of the Landlord or such other place as the Landlord may select without any deductions being made from the rent payment. If the Resident's rent is not received by the Landlord by the first (1st) day of the month in which it is due, Resident agrees to pay a late charge of twenty-five dollars ($25.00) as additional rent to the Landlord. If Resident's rent is not received by Landlord by the tenth (10^{th}) day of the month in which it is due, Resident agrees to pay an additional late charge of fifty dollars ($50.00). Resident agrees to pay a forty dollar ($40.00) service charge as additional rent when any check or draft tendered by Resident to Landlord is returned due to insufficient funds, a stop payment order or any similar reasons or matter relating to Resident. In addition, if Resident's rent check is returned, Resident will pay the rent and the applicable late fees and charges by money order or certified check. If Resident's rent check is returned more than two (2) times in any twelve (12) month period, Resident shall pay all rent and other charges by money order or certified check. All payments made each month should be in the form of cash, personal check, money order or certified check and made payable to Aristo Properties, Inc., or such other entity instructed by Landlord in writing to Resident.

(b) Resident and Landlord agree that all additional monthly charges are additional rent. Additional rent is payable together with Resident's next monthly rental installment. If Resident fails to pay the additional rent on time, Landlord shall have the same rights against Resident as if Resident failed to pay the rent.

(c) Resident agrees to pay as additional rent any expenses incurred by Landlord for collection or any other action Landlord takes to enforce or defend its rights under this Lease plus reasonable attorneys' fees. In the event Landlord commences an action to enforce its rights in which no monetary damages are sought, Landlord may recover its reasonable attorneys' fees.

(d) Resident shall be responsible for all utilities and services provided to the Home, including but not limited to gas, electric, telephone, cable, water and sanitary sewer services. All utilities and services shall be paid by Resident as determined by utility meters or sub-meters as assigned to the Home.

3. TERM

This Lease will not automatically renew and will terminate at twelve noon of the termination date above specified, unless this Lease is sooner terminated by Landlord upon default of Resident ("Termination Date"). If Resident desires to renew this Lease, Resident should provide written request to Landlord at least 60 days prior to the Termination Date.

4. SECURITY DEPOSIT

Landlord acknowledges receipt of the security deposit and agrees the security deposit will be deposited in a local bank selected by Landlord. No pet shall be housed within the Home or on the property without the express written consent of Landlord, which consent may be determined at Landlord's sole discretion. Any Resident owning a pet will be charged an additional security deposit in an amount to be determined by Landlord. If Resident fully complies with all of the terms of the Lease, Landlord will return the security deposit after the Lease Term ends. If Resident does not fully comply with the terms of the Lease, Landlord may use the security deposit plus any accumulated interest to pay any amounts owed by Resident to Landlord. Resident cannot use the security deposit for payment of rent.

5. USE OF HOME

Resident agrees to use and to occupy the Home strictly as a private dwelling for Resident and Occupant. Only those persons named in this Lease shall occupy the Home. Resident agrees to use and occupy the Home in a quiet and peaceful manner so as to not disturb, annoy or harass other Residents.

6. CARE OF HOME

Resident agrees to clean and take good care of the Home, its fixtures, equipment, appliances, carpeting and the interior and exterior walls Home and the building which the Home forms a part, and not to cause or allow to be caused any damage to Landlord's property.

7. REPAIRS, ALTERATIONS AND DAMAGES

(a) Resident agrees to pay for all costs necessary to repair the Home when damage to the Home is caused by Resident, Occupant or a guest of Resident or Occupant. Resident agrees to notify Landlord's office of any damage or defect in the Home, or any condition or emergency that might arise. Resident's taking possession of the Home shall be conclusive evidence that the Home and the building of which the Home is a part are in good and satisfactory condition at the time possession is taken.

(b) Resident may not paint, wallpaper, remodel, or make any structural changes to the Home without prior written permission from the Landlord. Any additions, decorations, installations, alterations or modifications made shall remain a part of the Home or at the Landlord's request, shall be removed by Resident and Resident also shall restore the Home to its original condition. No nailing of pictures and other wall decorations is permitted without Landlord's written permission. Resident shall make no changes in or additions to the electrical wiring as installed and maintained by the Landlord, nor shall Resident install and/or use electrical equipment or appliances not furnished by the Landlord except for small 110 volt appliances for personal use.

(c) Resident agrees to reimburse the Landlord upon demand for all expenses, attorneys' fees, damages or fines that are imposed upon the Landlord or incurred by Landlord (1) due to the violation of any provision of this Lease by any Resident, Occupant or a guest of Resident or Occupant or (2) resulting from injuries to persons or property caused by Resident, Occupant or a guest of Resident or Occupant or (3) resulting from improper conduct, carelessness or negligence of Resident, Occupant or a guest of Resident or Occupant. Resident is completely responsible for all acts of Resident, Occupants or guests.

(d) Resident will use reasonable care to use and maintain the carpeting in the Home in substantially the same condition as delivered to the Resident, except reasonable wear and tear. If Resident chooses to clean the carpet during the Lease Term, Resident will do so pursuant to manufacturer's specifications. At the end of the Lease Term, **Resident will pay a one-time, non-refundable carpet cleaning fee in the amount of $100.00**. This fee shall be payable as Additional Rent and due with the last Rent for the Lease Term. In the event Resident does not pay said Additional Rent for carpet cleaning, Landlord will withhold the same amount from the Security Deposit.

(e) Landlord shall not be liable for injury or damage to Resident, Occupant or a guest of Resident or Occupant and Resident and Occupant hereby release Landlord from any such liability. Resident and Occupant hereby indemnifies and holds Landlord harmless for, from and against all claims, losses or damages, including all reasonable attorneys' fees, costs and expenses, arising from any such injury or damage. In any action against Landlord by Resident,

Occupant, Resident's or Occupant's family or guests, recovery shall be limited to liquidated damages in the amount paid by Resident to Landlord under the terms of this Lease.

8. OBLIGATION TO INSURE

Landlord will not be responsible or liable for any damage to Resident's or Occupant's personal property. The Resident and Occupant shall have these items insured for their replacement cost. Resident also shall have a Renters' Insurance Policy with Liability Coverage, naming Landlord as an additional insured. Landlord will not be liable for any loss, expense or damage to any person or property unless due to Landlord's gross negligence or intentional misconduct.

9. RULES AND REGULATIONS

(a) Resident agrees to comply with the Rules and Regulations included with this Lease along with any other reasonable rules Landlord may adopt for the safety, care and cleanliness of the building and the comfort, quiet enjoyment, and convenience of Resident and other Residents. Resident is responsible for the compliance by Occupants and a guest of Resident or Occupant with these Rules and Regulations.

(b) Notice of new rules will be given to Resident (on ten days written notice to Resident). Landlord need not enforce these Rules against other Residents. Landlord is not liable to Resident if another Resident violates these Rules. Resident receives no rights under these Rules.

10. APPLICABLE LAW

Resident must, at Resident's expense, promptly comply with all laws, orders, rules, requests and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters or similar groups. Notices received by Resident from any authority or group must be promptly delivered to Landlord. Resident and Occupant may not do anything which may increase Landlord's insurance premiums. If Landlord's insurance premiums increase due to Resident's or Occupant's actions, Resident shall pay the increase in premium as additional rent.

11. ACCESS TO HOME

Resident agrees to allow Landlord to retain a key to the Home. Resident shall not change the locks to the Home without Landlord's written permission. Landlord may, at reasonable times, enter the Home to inspect, to make repairs or alterations, or to provide routine or preventive maintenance to the Home. Landlord may make such repairs and alterations as Landlord may deem necessary to the preservation of the Home, but Landlord is not required to make any repairs to the Home except as specifically contained in this Lease. Landlord may enter at any time for repairs or maintenance in the case of an emergency. Landlord reserves the right during the last 60 days of the Lease to show the Home during reasonable hours to prospective renters.

12. RESIDENT'S OBLIGATIONS UPON TERMINATION

Upon the termination of occupancy, Resident will leave the Home by twelve noon of the Termination Date. The Home shall be clean and in good condition and repair, subject to reasonable wear and tear. Resident shall return the keys and garage door remotes (2) for the Home to the Landlord's office and settle all outstanding matters and debts with the office. Resident will remove all property of Resident, Occupant and/or a guest of Resident or Occupant from the Home and shall pay for any damage to the Home or building caused by moving personal property in or out of the Home or building. Any property left in the Home shall be deemed abandoned and Landlord shall have no responsibility to care for it. All abandoned property may be moved, stored, or disposed of by Landlord and Resident shall be charged for such services.

13. HOLDOVER TENANCY

(a) In the event that Resident or any one occupying through Resident continues to occupy the Home after the Termination Date without Landlord's written permission, Landlord shall have the option: (1) to charge Resident a monthly sum equal to twice the amount of the monthly rent above specified, and such sum shall be paid on the first day of each month for the time such possession is withheld; (2) to treat such holding over as a renewal by Resident of the Lease for another year, upon the same terms and conditions except that the monthly rent for the renewal term shall be 110% of the monthly rent above specified; or (3) to use all legal remedies available to remove the Resident from the Home including but not limited to self-help.

(b) The Resident will indemnify and hold harmless Landlord against any claim or action resulting from Landlord's inability to give possession of the Home to a new Resident. The Resident will also be liable for all

collection fees and charges, including reasonable attorneys' fees, which Landlord incurs in order to remove the Resident from the Home.

14. RIGHT TO RE-ENTER

If, during the last month of the Lease, Resident has vacated or removed all or substantially all of the personal property from the Home, Landlord shall have the right to enter the Home in order to clean and redecorate without affecting or changing any of the terms of this Lease and with no abatement of rent. Resident waives any right to reenter the Home or redeem the Lease.

15. DEFAULT, CANCELLATION, AND REMEDIES

(a) Resident shall be in default upon the occurrence of any of the following events ("Event of Default"): (1) Failure to pay rent or additional rent on time; (2) Improper assignment of the Lease or improper subletting of all or part of Home; (3) Conduct by Resident, Occupant or a guest of Resident or Occupant: (i) which Landlord in its sole discretion considers objectionable, (ii) which causes or threatens to cause damage to Landlord's property or bodily injury to anyone, or (iii) which is illegal or immoral or use of the Home in an illegal or immoral manner; (4) Vacancy, abandonment or desertion of the Home, whether or not rent and additional rent have been paid; (5) Use of the Home by any person other than Resident or an authorized Occupant; (6) Misrepresentation of any material fact contained in Resident's rental application; (7) Violation of the Rules and Regulations adopted by Landlord; or (8) Failure to fully perform any other promise contained in this Lease.

(b) If Resident is in default, Landlord shall have the right to cancel this Lease by giving Resident five (5) days written notice of Landlord's intention to do so and this Lease and the term of this Lease shall expire and come to an end on the date set forth in such notice, as if that date were date originally fixed in this Lease for the expiration of the term. Resident will continue to be responsible for rent, expenses, damages, losses and reasonable attorneys' fees.

(c) If the Lease is cancelled, or rent or additional rent is not paid on time, or Resident vacates the Home, Landlord may, in addition to other remedies, remove Resident's property and take possession of the Home by any lawful means. Landlord may remove Resident by dispossess proceedings or otherwise, without being liable in any way.

(d) If the Lease is ended or Landlord takes back the Home, rent and additional rent for the unexpired term shall be immediately due and payable. Landlord may re-rent the Home for any term. Landlord may re-rent for a lower rent and/or give an allowance to the new Resident. Resident shall be responsible for the Landlord's cost of repairs, decorations, broker's fees, attorneys' fees, advertising and preparation for renting. If Landlord re-rents the Home or exercises any other right under this section, Resident nevertheless shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied first to the payments of rent due Landlord under this Lease. Resident agrees to pay Landlord any deficiency for each month for the balance of the rental Term. Landlord shall not be responsible to Resident for failing to re-rent the Home or failing to collect rent from the new Resident.

(e) Following an Event of Default, Resident waives all rights to redeem this Lease, and to return to the Home after possession is given to the Landlord by a court or Landlord takes back possession of the Home.

(f) Landlord may correct any default of Resident under this Lease at Resident's expense. All sums expended by Landlord on Resident's behalf shall be additional rent.

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

16. NO-WAIVER

The Resident understands that the receipt of rent and additional rent by the Landlord with knowledge of any violation by Resident of the provisions of this Lease does not indicate a waiver of the violation. The failure of the Landlord to enforce any Lease provision or the Rules and Regulations against the Resident, or any other Resident in the building, shall not be deemed a waiver of the Lease provision or of the Rules and Regulations. No provision of this Lease or the Rules and Regulations shall be waived unless such waiver is in writing and signed by the Landlord.

17. POSSESSION

Landlord will not be held liable for its inability to give possession of the Home on the date and at the time indicated in this Lease. Failure to give possession on the date stated in this Lease does not affect the terms and conditions of the Lease, or extend the Lease beyond the Termination Date, or give either party the right to cancel the Lease. Rent for the Home will not commence until the Home is available for occupancy and shall be pro-rated where occupancy is not provided on the first day of the month.

18. NO CLAIM AGAINST LANDLORD

(a) Resident agrees not to reduce the rent payments or hold Landlord liable for any inconveniences or annoyances as a result of Landlord making repairs, changes, additions or improvements to any part of the building, the Home, fixtures, equipment, or utilities unless such repairs, in the opinion of the Landlord, make the Home unlivable, at which time the rent will be pro-rated.

(b) If any services are reduced or discontinued because of matters beyond the control of the Landlord, Resident may not withhold or reduce rent, make a money claim against Landlord or claim an eviction.

(c) Landlord may stop service of plumbing, heating, air cooling or electrical systems, because of accident, emergency repairs or changes until the work is complete. If unable to supply any service because of labor trouble, government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply the service.

19. SUBLEASE OR ASSIGNMENT

Resident shall not assign this Lease or enter into a sublease without Landlord's written consent. Landlord may withhold its consent to an assignment without or with cause. Landlord may withhold its consent to a sublease for cause. Landlord shall have the right to consider, among other factors, all matters shown on the party's application. Resident shall not be in default of any term of this Lease at the time of any assignment or sublease. Landlord shall charge Resident a one hundred dollar ($100) fee to process an application for permission to assign or sublease the Home. The Landlord does not waive the right to require written consent by the receipt of a rental payment from a person other than the Resident. Resident shall remain liable under this Lease after a sublease or assignment, and the security deposit shall continue to be held by the Landlord, notwithstanding the fact that an additional security deposit is required from the new Resident.

20. SUBORDINATION

This Lease and Resident's rights are subject and subordinate to all present and future (a) leases for the building or the land on which it stands; (b) mortgages on the leases or the building or land; (c) agreements securing money paid or to be paid to a lender; and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Resident must promptly execute any certificate(s) that Landlord requests to show that this Lease is subject and subordinate as above stated. Resident authorizes Landlord to sign these certificates for Resident.

21. RELEASE ON DISPOSITION

Provided that Landlord has notified Resident of the sale or lease of the building, Landlord shall have no further liability under this Lease after Landlord sells or leases the building. If Landlord sells the building in which the Home is located, Landlord may assign the security deposit to the buyer. Landlord shall notify Resident in writing of the name and address of the buyer. Upon doing so, Landlord shall be released from all obligations to Resident, the security deposit and its return.

22. FIRE OR OTHER CASUALTY

(a) The Resident agrees that in case of damage to the Home or the building in which it is located, rendering the Home uninhabitable, the Resident shall give immediate written notice thereof to the Landlord. If the Landlord then finds that only a part of the Home can be occupied following the damage, a proportionate rent shall be paid for the usable portion until repairs can be completed by the Landlord. If the Landlord finds that the Home cannot be occupied following the damage, the Landlord may notify the Resident to vacate the Home until such time as repairs are performed and the Landlord determines the Home is habitable. Rent shall be apportioned pro-rata to the date the Resident vacates and removes all property. After notice is provided by the Landlord that the Home is habitable following repairs, rent shall again begin to run and be payable as before the damage, as of the date that the Landlord determines the Home to be habitable. The Landlord shall have no further liability. Landlord need only repair the damaged structural part of the Home. Landlord is not required to repair or replace any equipment, fixtures, furnishings

or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

(b) If the fire or other casualty is caused by the act or neglect of Resident, Occupant or a guest of Resident or Occupant, then all repairs will be made at Resident's expense and Resident must pay the full rent with no adjustment. The cost of the repairs will be additional rent.

(c) If the Landlord finds the Home or building in which it is located is totally destroyed or in the event the Landlord shall decide not to repair or rebuild, the Landlord may notify the Resident of a date, within sixty (60) days of the damage of the termination of the Lease, and the Lease term shall expire and come to an end on the fire damage termination date, as if that date were the date originally fixed in this Lease for the expiration of the term. The Landlord shall have no further liability. The Resident shall vacate the Home and remove all property, and the rent shall be apportioned pro-rata to the fire damage termination date. Upon payment, this Lease shall come to an end. The Landlord retains any right which may exist, under this Lease or otherwise, to obtain recovery for damages for which the Resident is responsible.

23. CONDEMNATION

If the building or Home is taken by a governmental agency or other body having the right to take property, this Lease shall end on the date of the taking and Resident shall have no claim for the value of this Lease. Any rent paid by Resident for period after the date of the taking shall be refunded to Resident.

24. WAIVER OF JURY TRIAL, COUNTER-CLAIMS, AND SET-OFFS

Resident agrees not to demand a trial by jury in any action of proceeding brought by either Landlord or Resident against the other for any matter concerning this Lease or the Home (except for a personal injury or property damage claim). Resident waives the right to make a set-off or counterclaim in any proceeding commenced by Landlord against Resident.

25. WRITTEN NOTICE

Any written correspondence between Landlord and Resident shall be delivered to the Resident at the mailing address for the Home and to the Landlord at the address above set forth.

26. REPRESENTATIONS AND MODIFICATIONS

Resident agrees that Landlord has made no statements or promises with respect to the building, surrounding area or the Home except those that are contained in this Lease. This Lease may be modified only by an agreement in writing signed by both parties.

27. INTERPRETATION

Each clause and provision of this Lease shall be interpreted separately, and in the event any clause or provision is found to be invalid, the remainder of the Lease shall not be affected. Paragraph headings are for convenience only.

28. JOINT AND SEVERAL LIABILITY

If there is more than one Resident, the obligations of the Residents shall be joint (all parties responsible) and several (each party individually responsible).

29. SUCCESSORS

Landlord and Resident agree that this Lease binds and will continue to the benefit of the Landlord and Resident, their legal heirs, successors and assigns.

30. QUIET ENJOYMENT

If the Resident shall pay the rent and not be in default under this Lease, the Resident shall and may peaceably and quietly have and enjoy the Home for the term of this Lease, subject to the terms and conditions as previously stated.

31. PETS

_____ Initial here if pet permitted – Resident has permission to keep a pet in the Home; subject to the terms of the Landlord's Pet Addendum, which shall be deemed to become part of the Lease.

RESIDENT		**LANDLORD**
_____		Pride Mark Homes, Inc.
Resident Name	Date	
_____		By: _____
Resident Name	Date	

RULES AND REGULATIONS

1. Resident shall not store any flammable substance which may cause a fire hazard. No extension cords may be used for electrical service outside the building. Resident shall not run exposed wires or do anything else in violation of the Building Code or any other applicable fire regulations.

2. If Landlord provides any storage space, this space is provided without charge and at Resident's own risk. Resident shall be responsible for compliance with all fire and safety precautions. Flammable liquids may not be kept in any storage space. Landlord shall not be responsible for any damage or loss to any items stored in the storage area.

3. Resident shall not change the locks of the Home or install any locks, chain guards, dead bolts or any other attachments to any door without prior written permission of the Landlord. Any such installation shall remain a permanent fixture in the Home. Resident acknowledges receipt of a door and mailbox key and will not make duplicate keys. All duplicate keys must be obtained from Landlord for $5.00 each. Resident will be charged $40.00 for any after-hours lockouts. Resident shall return all keys to the Landlord upon vacating the Home. There will be a $30.00 charge per key fob not returned to Cottage Grove

4. Resident may not at any time enter or attempt to enter the roof of the building, utility rooms or other areas set aside for the Landlord.

5. Bicycles, play-pens, buggies, toys, grills, or other items shall not be allowed in or on the front or back areas of the building, porches or common areas. Cooking grills may only be used on driveways, and must be more than ten feet (10') away from any building. Cooking vapors, flames or smoke must not bother any other Resident. No outdoor cooking is permitted on any patio or porch area and no cooking appliances may be stored on any patio or porch.

6. In addition, Resident may not hang anything, including but not limited to towels and/or laundry, from any porch, balcony or stairwell in the community.

7. Trash will be disposed of in provided totes which shall be kept in the garage of the Home. No volatile or highly flammable material shall be placed in with the refuse. Landlord will arrange for normal collection of trash and rubbish.

8. Resident may not paint, wallpaper, remodel, or make any structural changes to the Home without prior written permission from the Landlord. Pictures and other wall decorations may be hung using only small nails, brads, and picture hangers.

9. Resident agrees to maintain the Home and the area around the Home in a clean, sanitary and orderly condition. Resident shall not permit the accumulation of refuse in the Home. If Resident does not comply with this Rule, Landlord may take whatever action is reasonably necessary to place the Home in a clean, sanitary and orderly condition, even to the extent of removing any articles from the area which may have caused this condition. Landlord may charge Resident the cost of clean-up. This cost will be additional rent.

10. Resident shall not throw anything whatsoever out of windows or doors, or on the land outside the building.

11. The Resident shall not take any action that will promote conditions allowing insects and rodents to thrive.

12. Resident agrees not to clean, or to allow to be cleaned, any window in the Home from outside which might result in a violation of Section 202 of the Labor Law or any other law or governmental provision of any authority having jurisdiction in this matter.

13. Waterbeds or other water-filled furniture are not permitted in the Home.

14. Resident agrees not to make or permit any disturbing noises, nor do or permit any act which could reasonably interfere with the rights, comforts, or conveniences of others living in the complex. Resident shall keep the volume of

any radio, television or musical instrument reduced at all times so as not to disturb other residents in the building. Landlord shall give Resident written notice of any violation and shall reserve the right to cancel the Lease after the giving of a third (3rd) such notice.

15. No motor vehicle of any kind is allowed on the lawn for any reason. Resident agrees to pay a $50.00 fine for violating this rule, in addition to any damages incurred.

16. Resident shall not attach any aerials, antennas, awnings, satellite dishes, posters, signs, advertisements or other objects to the outside of the building without written permission.

17. Resident shall not hang or affix any sign, device, notice or advertisement in or on the building without prior written consent of the Landlord.

18. No garage or household sales will be allowed in the Home or the building.

19. Resident agrees to use all plumbing fixtures such as toilets, sinks, drains, bathtubs, etc. only for the purpose for which they were constructed. Resident will not allow sweepings, rubbish, rags, sanitary napkins or other improper articles to be placed or thrown into these fixtures. The Resident will be responsible for cost of repairing any damage resulting from Resident's violation of this Rule.

20. Resident shall not be allowed to install or use his or her own washing machine, dryer, refrigerator, dishwasher, heaters or air conditioners or stove.

21. If Landlord provides recreational facilities, it is without charge, and it is agreed all persons using the recreational facilities do so at their own risk. Landlord shall not provide any supervision for these areas. Landlord shall not be liable for failure to operate the recreational facilities and reserves the right to close them at any time without a reduction in rent.

22. All calls for service or maintenance shall be directed to the rental office of the development. Only emergency calls and calls for lock-outs after-hours are to be placed with the established emergency number. Landlord reserves the right to impose a reasonable service charge for the after-hours lock-outs and a reasonable charge for any emergency service created by Resident.

23. The Landlord shall not be responsible for deliveries accepted by Landlord's employees or left in the building.

24. Resident shall not park unregistered or unlicensed vehicles on the property. Trailers, trucks, campers, boats, snowmobiles, personal watercraft or commercial vehicles may not be parked on the property without prior written authorization from the Landlord. Unauthorized vehicles will be towed away and stored at the Resident's expense. Residents agree to park their vehicles in designated areas only and follow all requests for proper snow removal in the parking area. Vehicles may not be repaired on the property.

25. Resident shall reimburse or compensate the Landlord for damage or injury to any landscaped area, trees, lawn shrubs and plants caused by Resident, Resident's family, employees, guests or other occupants of the Home.

26. Gardens are not permitted.

27. Holiday decorations may only be placed inside the Home.

28. Doors and Garage Door to Homes are to be kept closed at all times when not in use.

29. No space heaters may be used in the Home.

The foregoing Rules and Regulations are made a part of the Lease between Landlord and Resident. A breach of the Rules and Regulations shall be a default under the Lease as fully as a default arising from the breach of any other provision of the Lease.

RESIDENT

_____

Resident Name Date

_____

Resident Name Date

WITNESS: _____

Name: _____