

# CONDOMINIUM OFFERING PLAN

For the Sale of Units in

## WOOD CREEK CONDOMINIUM

Wood Creek Drive  
Town of Pittsford  
County of Monroe, State of New York

**TOTAL OFFERING — \$3,108,500.00**

---

This Offering Is Limited To Forty (40) Condominium Units,  
Each Unit To Be Used For Residential Purposes Only.

---

SPONSOR:	WOOD CREEK DEVELOPMENT COMPANY 200 Buell Road Rochester, New York 14624
SELLING AGENT:	WOODBIDGE REALTY 32 North Main Street Pittsford, New York 14534

---

**The Approximate Date of First Offering to Public is  
February 1, 1985**

**Unless Extended By Amendment,  
The Offering Plan May Not Be Used After  
January 31, 1986**

---

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION CONCERNING THE CONDOMINIUM UNITS IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY UNIT. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY APPROVED THIS OFFERING.

THE PRICES FOR THESE CONDOMINIUM INTERESTS MAY BE CHANGED SO THAT PURCHASERS MAY PAY DIFFERENT PRICES FOR SIMILAR INTERESTS. THE EFFECT OF THIS IS SET FORTH ON PAGE 23.

THE PRICES FOR THESE CONDOMINIUM INTERESTS MAY NOT BE INCREASED ABOVE THE PRICES SET FORTH ON PAGE 12, EXCEPT BY A DULY FILED AMENDMENT TO THIS OFFERING PLAN.

---



DECLARATION

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES  
LOCATED IN THE TOWN OF PITTSFORD, COUNTY OF MONROE, AND STATE  
OF NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW  
OF THE STATE OF NEW YORK.

NAME:                   WOOD CREEK CONDOMINIUM

SPONSOR:               WOOD CREEK DEVELOPMENT COMPANY  
                          200 Buell Road  
                          Rochester, New York 14624

DATE OF DECLARATION:   \_\_\_/\_\_\_/\_\_\_

HARTER, SECREST & EMERY  
Attorneys for Sponsor  
700 Midtown Tower  
Rochester, New York 14604

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 198\_, before me personally came RICHARD J. MULLEN, to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York; that he is the Senior Vice President of MONROE SAVINGS BANK, FSB, a federally chartered savings bank and a general partner of WOOD CREEK DEVELOPMENT COMPANY, the partnership described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation, as the act and deed of said corporation acting on behalf of said partnership.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1984, before me personally came \_\_\_\_\_, to me known and known to me to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged that he (they) executed the same

\_\_\_\_\_  
Notary Public

INDEX TO DECLARATION

<u>Article</u>	<u>Title</u>	<u>Page</u>
I.	Submission of Property.....	106
II.	Description of Property.....	106
III.	Description of Building.....	107
IV.	Name of Condominium.....	107
V.	Units.....	107
VI.	Dimension of Units.....	108
VII.	Use of Units.....	108
VIII.	Common Elements.....	108
IX.	Determination of Percentages in Common.....	109
X.	Encroachments.....	109
XI.	Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Elements Located Inside Units.....	110
XII.	Power of Attorney to Board of Managers.....	110
XIII.	Acquisition of Units by Board of Managers.....	111
XIV.	Person to Receive Service.....	111
XV.	Units Subject to Declaration, By-Laws, and Rules and Regulations.....	111
XVI.	Rights and Obligations of Sponsor.....	112
XVII.	Rights and Obligations of Mortgagees.....	113
XVIII.	Amendment to Declaration.....	113
XIX.	Invalidity.....	114
XX.	Waiver.....	114
XXI.	Captions.....	114
XXII.	Gender.....	114

## DECLARATION

WOOD CREEK DEVELOPMENT COMPANY with offices at 200 Buell Road, Rochester, New York, hereinafter referred to as the Sponsor, hereby declares:

### I. SUBMISSION OF PROPERTY

The land hereinafter described together with the buildings and improvements thereon erected, owned by the Sponsor in fee simple absolute (the "Property"), is hereby submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

### II. DESCRIPTION OF PROPERTY

The Property owned by Sponsor and which comprises the Condominium is described as follows:

ALL THAT TRACT OR PARCEL OF LAND, being a portion of Township 12, Range 5, Town Lot 21 situate in the Town of Pittsford, County of Monroe, State of New York, as shown on a map prepared by Sear-Brown Associates, P.C., of Rochester, New York, bearing Drawing No. 2215B-26 dated March 26, 1982 and last revised January 25, 1983, and is more particularly bounded and described as follows:

Beginning at a point of intersection of the northerly right-of-way line of Pittsford-Palmyra Road (Route 31) with the easterly right-of-way line of Wood Creek Drive; thence

1. N 32° 35' 03" E, along said right-of-way line of Wood Creek Drive, a distance of 265.38 feet to a point of curvature; thence

2. Northeasterly, easterly, and southeasterly, continuing along said right-of-way line, along a curve to the right, whose radius is 240.00 feet, through a central angle of 72° 46' 59", a distance of 304.87 feet to a point of tangency; thence

3. S 74° 37' 58" E, continuing along said right-of-way line, a distance of 163.50 feet to a point of curvature; thence

4. Southeasterly and easterly, continuing along said right-of-way line, along a curve to the left, whose radius is 410.00 feet, through a central angle of 25° 28' 40", a distance of 182.32 feet to a point; thence

5. S 10° 06' 38" E, a distance of 77.00 feet to a point, thence

6. S 44° 37' 30" W, a distance of 89.60 feet to a point; thence

7. S 00° 23' 05" W, a distance of 93.00 feet to a point on the northerly line of lands owned now or formerly by Niagara Mohawk Lockport Power Co.; thence

8. N 89° 36' 55" W, along said northerly line, a distance of 448.00 feet to a point; thence

9. N 33° 42' 50" E, a distance of 60.00 feet to a point; thence

10. N 89° 36' 55" W, a distance of 180.00 feet to a point; thence

11. S 33° 42' 50" W, a distance of 124.10 feet to a point of curvature on the northerly right-of-way line of said Pittsford-Palmyra Road; thence

12. Northeasterly, along said right-of-way line, along a curve to the right, through a central angle of 01° 10' 00", a distance of 34.25 feet to the True Point of Beginning.

Intending to describe a parcel of land containing 3.46, more or less, acres.

### III. DESCRIPTION OF THE BUILDING

The Buildings located on the land of the Condominium are five two-story wood frame buildings with brick and cedar clapboard veneer constructed on concrete block foundations. The total building area is 43,200 square feet.

### IV. NAME OF CONDOMINIUM

This Condominium is to be known as WOOD CREEK CONDOMINIUM.

### V. UNITS

Annexed hereto and made a part hereof as Schedule "A" is a list of all Units in the Buildings, their Unit designations, locations, and tax account numbers, all as shown on the Floor Plans of the Buildings certified by Louie Carini, P.E. and the Site Plan by Sear-Brown Associates, P.C. and intended to be filed in the Office of the Clerk of the County of Monroe simultaneously with the recording of this Declaration.

## VI. DIMENSIONS OF UNITS

Horizontally, each Unit consists of the area measured from the Unit side of the drywall on the exterior walls of the building to the Unit side of the drywall separating such Unit from other Units. Vertically, each Unit consists of the space from the upper face of the sub-floor to the underside of the ceiling. All finishes (carpets, tile, paint), all mechanical and electrical equipment and fixtures, all doors and other construction contained within the Unit or exclusively serving that Unit shall be a part of the Unit. Exterior doors and windows shall be a part of the Unit except that the surface of the exterior doors and windows shall be painted and maintained by the Condominium. Air conditioning units shall be a part of the Unit which they serve. Electrical wiring located within the Unit shall be a part of the Unit as shall wiring between the panel and fixtures or outlets within the unit (even though that wiring may pass through a "common element" wall) and electrical boxes for outlets, switches, and fixtures that are recessed into common element walls shall be a part of the Unit that they serve. Piping within the surfaces defining the Unit and exclusively serving the Unit shall be a part of the unit.

## VII. USE OF UNITS

Each Unit shall be used for residence purposes only as permitted by and defined in the Zoning Ordinance of the Town of Pittsford for the zone in which the Condominium Property is situate. The Owner of each Unit having access to either a balcony or patio shall have an easement for the exclusive use of such balcony or patio. In all other respects, every Unit, together with its individual common interest in the common elements, shall for all purposes be and it is hereby declared to be and to constitute a separate parcel of real property and the Unit owner thereof shall be entitled to the exclusive ownership and possession of his Unit subject only to the covenants, restrictions, easements, by-laws, rules, regulations, resolutions and decisions contained in this Declaration, the By-Laws and the Rules and Regulations or as may from time to time be adopted in accordance with this Declaration and the By-Laws.

## VIII. COMMON ELEMENTS

The Common Elements consist of the entire Property, including all parts of the Building other than the Units, and including without limitation, the following:

- A. The land described in Article I of this Declaration;



B. All Building foundations, columns, girders, beams and supports;

C. Limited Common Elements, consisting of balcony or patio areas adjoining each Unit and designated garage parking spaces assigned to each Unit as shown on the Site Plan filed simultaneously with the Floor Plans;

D. All portions of the exterior walls bounding each Unit which are located between such Unit and either the outside, a Limited Common Element or another Unit, and which separate the Unit from the outside, a Limited Common Element or another Unit;

D. The entire roof of the Building from the exterior roof surface to the upper surface of the ceiling of the second-floor Units, including the truss system supporting the same;

E. All yards, gardens, lawns, parking and driveway areas;

F. All installations for services utilized such as gas, electricity, water, gas and sewage (including all pipes, ducts, wires, cables and conduits used in connection therewith which are not owned by a public utility company, and which are located in the Common Elements or used in common by two or more Unit Owners);

G. All other parts of the Property and all apparatus and installations existing in the Building and the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

#### IX. DETERMINATION OF PERCENTAGES IN COMMON ELEMENTS

The percentage of interest of the respective Units in the Common Elements has been determined by the Sponsor on the basis of the approximate proportion that the floor area of each Unit bears to the aggregate floor area of all the Units. Each Unit has an appurtenant two and one-half percent (2.5%) interest in the Common Elements.

#### X. ENCROACHMENTS

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit, or upon any portion of the Common Elements, as a result of the construction of any other Unit or upon any portion of the Common Elements, as a result of the construction of the Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building, or by reason of the repair and/or restoration by the Board of Managers of the Building, any Unit or the Common Elements, a valid easement for the encroachment and for the maintenance of the same so

long as the Building stands, shall exist. In the event any Building, a Unit, any adjoining Unit, or any adjoining Common Element, shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

XI. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES, AND OTHER COMMON ELEMENTS LOCATED INSIDE THE UNITS

Each Unit Owner shall have an easement in common with the Owners of all other Units, to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units, to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit for the purpose of reading any utility meters which may be located within the Unit, to inspect the Unit, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein, or elsewhere in the Building. In addition, the Board of Managers shall have a right of access to obtain readings from utility meters located within any Unit.

XII. POWER OF ATTORNEY TO BOARD OF MANAGERS

Each Unit Owner shall grant to the persons who shall, from time to time, constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose Owner desires to surrender, sell, or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto (other than for the election of members of the Board of Managers), or otherwise deal with any such Unit so acquired or to sublease any Unit so leased by the Board of Managers.

### XIII. ACQUISITION OF UNITS BY BOARD OF MANAGERS

In the event any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers, or its designees on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests") pursuant to the provisions of Section 339-X of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit together with the Appurtenant Interests, pursuant to the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests.

### XIV. PERSON TO RECEIVE SERVICE

The President of the Condominium, and each member of the Board of Managers having a place of business at the Condominium, is hereby designated to receive service of process in any action which may be brought against the Condominium. Pending election of a President of the Condominium, Harter, Secret & Emery, 700 Midtown Tower, Rochester, New York 14604, is hereby designated to receive notice of process in any action which may be brought against the Condominium.

### XV. UNITS SUBJECT TO DECLARATION, BY-LAWS, AND RULES AND REGULATIONS

All present and future owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, and the Rules and Regulations adopted pursuant to the By-Laws, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws, and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

## XVI. RIGHTS AND OBLIGATIONS OF SPONSOR

Notwithstanding any other provisions of this Declaration, for so long as Sponsor remains the owner of any unsold Units, the following provisions shall be deemed to be in full force and effect, provided, however, that nothing herein shall be deemed to relieve Sponsor, as owner of such unsold Units, of the obligation to pay Common Charges and other assessments related to such Units:

1. The Sponsor reserves the unrestricted right to sell, assign, mortgage or lease any Units which it continues to own after the recording of this Declaration.

2. The Sponsor shall designate three persons to serve as members of the Board of Managers for so long as Sponsor remains the owner of Units representing fifty percent (50%) or more of all Units, but in any event no longer than two (2) years following transfer of title to the first Unit covered by this Declaration.

3. Sponsor specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Buildings or Units except as specifically set forth herein or in the Offering Plan entitled "Condominium Offering Plan for the Sale of Units in Pittsford Village Green," and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common charges contained in the Offering Plan are deemed accurate, but no warranty or guarantee is made or intended, nor may one be relied upon as such.

4. Sponsor or its designee shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the representatives of holders of mortgages on Units, to (i) make alterations, additions or improvements in, to and upon unsold Units owned by Sponsor, whether structural or nonstructural, interior or exterior, ordinary or extraordinary; (ii) change the size and/or number of unsold Units owned by Sponsor by subdividing one or more such Units into two or more Units, by combining two or more such Units into one or more Units, altering the boundary walls of such Units, or otherwise; and (iii) reapportion among the unsold Units owned by Sponsor affected by such subdivision, combination, alteration or change their appurtenant interest in the common elements, provided, however, that the percentage interest in the common elements of any Units no longer owned by Sponsor shall not be changed by reason thereof unless the owners of all affected Units shall consent thereto.

5. The provisions of this Article may not be amended without the prior written consent of Sponsor or its designee.

XVII. RIGHTS AND OBLIGATIONS OF MORTGAGEES

Upon written request from the holder of a first mortgage lien on any Unit, the Board of Managers shall notify such mortgagee in writing of any default by the owner of such Unit in the performance of any obligations imposed by the Declaration or By-Laws including, but not limited to, the payment of Common Charges. The lien of every first mortgage given by a Unit Owner shall be superior to the lien of the Common Charges, and the holder of a first mortgage lien who acquires a Unit pursuant to the remedies provided in the mortgage, or by foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, shall acquire such Unit free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the time such mortgagee acquired the Unit, but subject to Common Charges assessed against such Unit in accordance with the Declaration and By-Laws from and after the date the mortgagee acquires the Unit.

XVIII. AMENDMENT TO DECLARATION

This Declaration may be amended by the vote of at least seventy-five percent (75%) in number and in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the consent of all Unit Owners affected. No such amendment shall be effective until recorded in the Office of the Clerk of the County of Monroe. The holders of mortgages comprising first liens on the Units may, at their election, designate a representative or representatives to act upon any and all amendments to this Declaration, and if such representative or representatives are designated and written notice thereof given to the Board of Managers by registered or certified mail, addressed to the office of the Condominium, then any amendment to this Declaration shall require the approval in writing of said representative or representatives. Anything to the contrary notwithstanding, the Board of Managers shall, at the request of the Sponsor, execute amendments to this Declaration for the purpose of subdividing any unsold Units after the date of the filing of this Declaration. Such amendments shall be executed by the Board of Managers without requiring the consent of any Unit Owner so long as the percentage in interest of all existing sold Units is not affected thereby. Termination of the Condominium, however, shall be by a vote of not less than eighty percent (80%) in Common Interest of all the Unit Owners authorizing withdrawal of the Condominium Property from Article 9-B of the Real Property Law of the State of New York.

XIX. INVALIDITY

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

XX. WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

XXI. CAPTIONS

The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration, nor the intent of any provision hereof.

XXII. GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Sponsor has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

WOOD CREEK DEVELOPMENT COMPANY  
By: DOMUS HOLDING CORPORATION

By: \_\_\_\_\_

By: MONROE SAVINGS BANK, FSB

By: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 198\_, before me personally came SAMUEL A. SANTANDREA, to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York; that he is the President of DOMUS HOLDING CORPORATION, a New York corporation and a general partner of WOOD CREEK DEVELOPMENT COMPANY, the partnership described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation, as the act and deed of said corporation acting on behalf of said partnership.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 198\_, before me personally came RICHARD J. MULLEN, to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York; that he is the Senior Vice President of MONROE SAVINGS BANK, FSB, a federally chartered savings bank and a general partner of WOOD CREEK DEVELOPMENT COMPANY, the partnership described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation, as the act and deed of said corporation acting on behalf of said partnership.

\_\_\_\_\_  
Notary Public

"Schedule A"

WOOD CREEK CONDOMINIUM UNIT DESIGNATIONS

<u>Bldg.</u>	<u>Unit</u>	<u>Tax Acct. No.</u>	<u>Bldg.</u>	<u>Unit</u>	<u>Tax Acct. No.</u>
1	11	164.260-03-001	3	35	164.260-03-018
	12	-007	(cont.)	36	-020
	14	-005		37	-022
	15	-003		38	-024
	16	-008			
	17	-002	4	41	164.260-03-025
	18	-006		42	-031
	19	-004		43	-027
				44	-029
2	21	164.260-03-009		45	-026
	22	-015		46	-032
	23	-011		47	-028
	24	-013		48	-030
	25	-010			
	26	-016	5	51	164.260-03-033
	27	-012		52	-037
	28	-014		53	-035
				54	-039
3	31	164.260-03-017		55	-034
	32	-019		56	-038
	33	-021		57	-036
	34	-023		58	-040



BY-LAWS  
OF  
WOOD CREEK CONDOMINIUM

HARTER, SECREST & EMERY  
Attorneys for Sponsor  
700 Midtown Tower  
Rochester, New York 14604

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
I	General.....	119
II	Board of Managers.....	120
III	Unit Owners. ....	125
IV	Officers.....	127
V	Notices.....	128
VI	Operation of the Property.....	129
VII	Mortgages.....	138
VIII	Sales, Leases and other Disposition of Units.....	138
VIX	Condemnation.....	139
X	Records.....	140
XI	Miscellaneous.....	140
XII	Amendments to By-Laws.....	141
XIII	Conflicts.....	141

ARTICLE II  
BOARD OF MANAGERS

Section 1. Number and Term. The affairs of the Condominium shall be governed by the Board of Managers. The Board of Managers will consist of five persons. Members of the Board must be Unit Owners, mortgagees of Units, partners or employees of a partnership owning a Unit, officers, directors or employees of corporate owners or corporate mortgagees of Units or, in the case of fiduciaries, officers or employees of fiduciaries who are owners or mortgagees of Units.

Within thirty (30) days following the transfer of title of the first Unit, the Sponsor shall call a meeting of all Unit Owners, at which time the Sponsor shall designate three persons to serve on the Board of Managers and two persons shall be elected by vote of all Unit owners other than Sponsor.

Within thirty (30) days following the transfer of title to the Unit which results in Sponsor owning less than fifty percent of all Units, but in no event later than two (2) years following transfer of title to the first Unit, Sponsor shall call a meeting of all Unit Owners, at which time all the Unit Owners shall elect a five-person Board of Managers. One of the persons elected by the Unit Owners shall serve for a term of one year; two of the persons elected by the Unit Owners shall serve for a term of two years; and two of the persons elected by the Unit Owners shall serve for a term of three years. Upon the expiration of these terms, all members of the Board of Managers shall serve for terms of three (3) years. Notwithstanding the foregoing, Sponsor shall designate one member of the Board of Managers so long as Sponsor remains the owner of any unsold Units.

All members of the Board of Managers shall serve without Compensation, and the Sponsor shall not amend the By-Laws to provide otherwise while in control of the Board of Managers.

Section 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things on behalf of the Condominium except those which by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. The powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Elements.

(b) Determination of the common charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

ARTICLE I  
GENERAL

Section 1. Unit Ownership. The property consisting of approximately 3.64 + acres located at Wood Creek Drive in the Town of Pittsford, Monroe County, State of New York (hereinafter called the "Property") has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the Office of the County Clerk of Monroe County simultaneously herewith. The Condominium thereby created shall hereinafter be known as WOOD CREEK CONDOMINIUM (hereinafter called the "Condominium"). Unless otherwise provided herein, all terms used in these By-Laws shall have the same meaning as ascribed thereto in the Declaration.

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Buildings and all other improvements thereon (including the Units and the Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

Section 3. Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations as adopted and amended by the Board of Managers. The acceptance of a deed or conveyance or the entering into a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. Office. The office of the Condominium and of the Board of Managers shall be located at the Condominium or at such other place, reasonably convenient thereto, as may be designated from time to time by the Board of Managers.

(o) Adjusting and settling claims under insurance policies obtained pursuant to the provisions hereof and executing and delivering releases on settlement of such claims on behalf of all Unit Owners, all holders of mortgages or other liens on the Units and all owners of any other interest in the Property.

(p) Borrowing money on behalf of the Condominium when required in connection with the operation, care and upkeep of the Common Elements; provided, however, that the prior consent of at least eighty percent (80%) in number and in common interest of all Unit Owners at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required in connection with any borrowing in excess of Twenty Thousand Dollars (\$20,000.00).

Section 3. Managing Agent. The Board of Managers may employ for the Condominium a Managing Agent at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d), (k) and (l) of Section 2 of this Article II. The Board of Managers may delegate to the Managing Agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (m), (n), (o), and (p) of Section 2 of this Article II. The compensation for the Managing Agent will be at a competitive rate.

Any agreement with a Managing Agent shall be for a term not to exceed three (3) years and shall provide for termination with or without cause upon a two-thirds vote of the Board of Managers. Any such agreement shall provide that the books and records of the Condominium shall be returned to the Board of Managers by the Managing Agent upon demand.

Section 4. Removal. Subject to the provisions of Section 1 of this Article II, at any regular or special meeting of Unit Owners, any member of the Board of Managers, except for those members designated by the Sponsor or its designee, may be removed with or without cause by an affirmative vote of a majority of the Unit Owners other than the Sponsor or its designee. No member of the Board shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner or otherwise qualify as provided in Article II, Section 1.

Section 5. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the

(c) Collection of the common charges from the Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

(e) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property.

(f) Maintaining bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Purchasing, leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Owners to the Board of Managers.

(h) Purchasing of Units at foreclosure or other judicial sale in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.

(i) Selling, leasing, mortgaging, voting the votes appurtenant to, or otherwise dealing with Units acquired by, and subleasing Units leased by, the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.

(j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners.

(k) Obtaining and reviewing of insurance for the Property, including the Units, pursuant to the provisions hereof.

(l) Making of repairs, additions and improvements to, or alterations of, the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(m) Enforcing obligations of the Unit Owners, allocating profits and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium.

(n) Levying fines against the Unit Owners for violations of the Rules and Regulations established by it to govern the conduct of the Unit Owners; provided, however, that no fine may be levied for more than Fifty Dollars (\$50.00) for any one violation, and such fines may be collected as if they were common expenses owed by the Unit Owner against whom such fines were levied.

occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of the Unit Owners to serve the remaining term. Notwithstanding the foregoing, vacancies of Managers designated by the Sponsor or its designee shall be filled only by the Sponsor or said designee.

Section 6. Organization Meeting. The first meeting of the Board of Managers following the first annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Managers, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, provided that a majority of the whole Board of Managers shall be present thereat.

Section 7. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by personal delivery, mail or telegram, at least three (3) business days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by personal delivery, mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Managers.

Section 9. Waiver of Notice. Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Managers. At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall

constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Any action required or permitted to be taken by the Board of Managers or any committee thereof may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing such action, and the writing or writings are filed with the proceedings of the Board or the committee.

Section 11. Compensation. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 12. Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers (except in their capacity as Unit Owners) shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is understood and permissible for the original Board of Managers, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the Managing Agent on behalf of the Condominium shall provide that the members of the Board of Managers, or the Managing Agent as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.



Section 13. Other Committees. The Board of Managers may by resolution create such committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. The members of any such committee, at least one of whom shall be designated by the Sponsor so long as the Sponsor has the right to designate a member of the Board, shall be appointed by the President of the Condominium.

### ARTICLE III UNIT OWNERS

Section 1. Annual Meetings. Within thirty (30) days after the closing of title to the first Unit, the Sponsor shall call a meeting of all Unit Owners for the purpose of electing the first Board of Managers as provided in Article II, Section 1 hereof. Thereafter, within thirty (30) days after either the closing of title to the Unit which results in Sponsor owning less than fifty percent (50%) of all Units, or two (2) years from the conveyance of title to the first Unit, whichever first occurs, or at such earlier time as Sponsor deems to be in the best interests of the parties, the Sponsor shall call the first annual Unit Owners' meeting. At such meeting, the Board of Managers shall resign, and a new Board shall be elected by the Unit Owners. Thereafter, annual meetings shall be held on or about the anniversary of the date of such meeting each succeeding year. At such meetings there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them. Notwithstanding the foregoing, Sponsor shall be permitted to designate one member of the Board of Managers so long as Sponsor owns any unsold Units.

Prior to the meeting at which the Unit Owners elect the Board of Managers as herein provided, the Sponsor may call, at its discretion, meetings of Unit Owners so that the Board of Managers designated by the Sponsor can report to the Unit Owners or for such other purpose as the Board determines.

Section 2. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed by a majority in common interest of the Unit Owners and presented to the Secretary.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least five (5) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Managers.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board of Managers (when so required).
- (i) Unfinished business.
- (j) New business.

Section 7. Voting. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast the vote appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners and (those constituting a group acting unanimously), may vote or take any other action as a Unit Owner either in person or by proxy. The Owners of each Unit (including the Sponsor, if the Sponsor shall then own one or more Units) shall be entitled to cast one vote for each Unit or Units owned by him on all matters put to a vote at all meetings of Unit Owners. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall be entitled to a vote.

Section 8. Majority of Unit Owners. As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having greater than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 7 of this Article III.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit owners.

Section 10. Majority Vote. The vote of a majority of the Unit Owners, present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Declaration or these By-Laws or by law, a higher percentage vote is required.

#### ARTICLE IV OFFICERS

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Managers.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the Members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Condominium, and he shall preside at all meetings of the Unit Owners and of the Board of Managers. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he/she may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; shall have charge of such books and papers as the Board of Managers may direct; and shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements necessary for the preparation of all required financial data. He shall be responsible for the deposit of all funds and other securities in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

#### ARTICLE V NOTICES

Section 1. Notices. All notices required or desired to be given hereunder shall be sent by registered or certified mail (return receipt requested) to the Board of Managers c/o the Managing Agent, or if there be no managing agent, to the office of the Board of Managers or to such other address as the Board of Managers may hereafter designate from time to time, by notice in writing to all Unit Owners and to all mortgagees of

Units. All notices to any Unit Owner shall be sent by registered or certified mail (return receipt requested) to the Property address of such Unit Owner or to such other address as may have been designated by him from time to time, in writing, to the Board of Managers. All notices to mortgagees of Units shall be sent by registered or certified mail (return receipt requested) to their respective addresses, as designated by them from time to time, in writing to the Board of Managers. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

Section 2. Waiver of Service of Notice. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## ARTICLE VI OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such common charges among the Unit Owners according to their respective common interests. The common expenses shall include, without limitation, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article VI and the fees and disbursements of the Insurance Trustee. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, electric costs for the common areas, water and sewer charges for service to the Units and the Common Elements, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as the Board of Managers may deem necessary for customary or extraordinary legal expenses incurred with respect to the Condominium Property. Until title to all Units has been conveyed, the Board of Managers can reduce the amount of common charges allocated to the Units and payable by Unit Owners (including the Sponsor as owner of unsold Units). Any such reduction shall be in proportion to each Unit Owner's percentage of interest in the Common Elements. The common expenses may also include such amounts as

may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit Or of any Unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all Unit Owners, promptly, in writing, of the amount of common charges payable by each of them as determined by the Board of Managers as aforesaid and shall furnish copies of such budget on which such common charges are based to all Unit Owners.

Section 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (a) fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the Buildings (including all of the Units but not including furniture, furnishings, or other personal property), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Buildings (exclusive of foundations), without deduction for depreciation, as determined by the Board of Managers; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, as herein provided; (b) workmen's compensation insurance; (c) disability benefits insurance; (d) Officers and Directors liability insurance; (e) a fidelity bond or bonds in sufficient amounts, to fully protect the interest of the Condominium, to be carried on each member of the Board of Managers, officers of the Condominium, managing agent and managers including any person or persons handling or responsible for funds of the Condominium; and (f) such other insurance as the Board of Managers may determine. All such policies shall provide that the net proceeds thereof, if Twenty Thousand Dollars (\$20,000.00) or less, shall be payable to the Board of Managers and if more than Twenty Thousand Dollars (\$20,000.00), shall be payable to the Insurance Trustee, to be applied for the purpose of repairing, restoring or rebuilding the Buildings unless otherwise determined by the Unit Owners.

All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance or reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners, or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior

written notice to all of the insureds, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies. If written request therefor is received by the Board, duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the Managing Agent, if any, and each Unit owner, for claims for bodily injury or property damage arising out of any one occurrence in the Common Elements. Such public liability coverage shall also cover cross liability claims of one insured against another, but shall not cover the liability of a Unit Owner arising from occurrences within his own Unit.

Unit Owners are encouraged to carry other insurance for their own benefit provided that all such policies shall contain waivers of subrogation against the Condominium and the Board of Managers and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers.

Section 3. The Insurance Trustee. The Sponsor shall be the Insurance Trustee until it shall be replaced by a bank or trust company located in the State of New York, designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a common expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York.

Section 4. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Buildings as a result of fire or other casualty, unless eighty percent (80%) or more of all Buildings are destroyed or substantially damaged and eighty percent (80%) or more in number and common interest of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any damaged Units, but not including any wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures or other

personal property or equipment), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments to the contractors engaged in such repairs and restoration. Any cost of such repair and restoration in excess of the net insurance proceeds shall constitute a common expense and the Board of Managers shall assess all the Unit Owners for such deficit as part of the common charges.

In the event of a repair or restoration pursuant to the first paragraph of this Section 4 and in the event that the net proceeds of insurance received by or payable to the Board of Managers or the Insurance Trustee, as the case may be, shall exceed the cost of such repair or restoration, then the excess of such insurance proceeds shall be paid by the Board of Managers or the Insurance Trustee, as the case may be, to all Unit Owners in proportion to their respective interests in the Common Elements after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on any Unit in the order of priority of such liens.

If eighty percent (80%) or more of the Buildings are destroyed or substantially damaged and eighty percent (80%) or more in number and in common interest of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property will not be repaired and shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective common interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee or the Board of Managers, as the case may be, notifies the Unit Owners that it holds proceeds of insurance on account of such damage or destruction and that such proceeds are or are not sufficient to pay the estimated costs of the work (as the case may be).

Section 5. Payment of Common Charges. All Unit Owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine.



No Unit owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the "Appurtenant Interests", as defined in Section 2 of Article VIII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in and encumbrances other than permissible mortgages and the statutory lien for unpaid common charges, convey his Unit, together with the Appurtenant Interests to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from common charges thereafter accruing. A purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that, to the extent permitted by law, a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to a lien for, the payment of common charges assessed prior to the foreclosure sale.

Section 6. Assessment Roll and Collection of Assessments. An assessment roll shall be maintained in a set of accounting books duly approved by a certified public accountant in which there shall be an account for each Unit.

The Board of Managers shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than thirty (30) days after the due date for payment thereof.

Section 7. Default in Payment of Common Charges. In the event any Unit Owner shall fail to make prompt payment of his common charges, such Unit Owner shall be obligated to pay interest at the highest legal rate on such unpaid common charges computed from the due date thereof, together with all expenses, including reasonable attorneys' fees, paid or incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges or in an action to foreclose the lien on such Unit arising from said unpaid common charges. The Board of Managers shall have the right and obligation to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including reasonable attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-a thereof.

Section 8. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his

Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a Receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

In the event the net proceeds received on such foreclosure (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligation to the Condominium, then such Unit Owner shall remain liable for the deficit.

Section 9. Statement of Common Charges. The Board of Managers shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Unit Owner.

Section 10. Maintenance and Repairs.

(a) All maintenance, repairs and replacements in and to any Unit, ordinary or extraordinary, and to the doors (except painting exterior side of Unit entrance doors), windows, electrical (except Common Elements), plumbing (except Common Elements), heating and cooling elements within the Unit or belonging to the Unit Owner shall be at the Unit Owner's expense, except as otherwise specifically provided herein.

(b) All maintenance, repairs and replacements to the Common Elements as defined in the Declaration and the painting and decorating of the exterior side of Unit entrance doors shall be made by the Board of Managers and be charged to all the Unit Owners as a common expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

Section 11. Restrictions on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) The Units shall be used only for residential purposes in accordance with zoning regulations of the Town of Pittsford. Notwithstanding the foregoing, the Sponsor (or its designee) may without the permission of the Board of Managers, retain ownership of one or more Units for use by on-site management personnel or for use as models, sales and/or business offices in connection with the sale or rental of Units in this Condominium.

(b) The Common Elements shall be used only for the purposes for which they are reasonably suited and which are incident to the use and occupancy of Units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or occupants or which interferes with the peaceful possession or proper use of the Property by its residents or occupants.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) All Unit Owners shall comply with the Rules and Regulations as the same may be amended from time to time by the Board of Managers in accordance with Section 16 of this Article.

Section 12. Addition Alterations or Improvements by Board of Managers. All alterations, additions or improvements in or to any Common Elements shall be made by the Board of Managers and the cost and expense thereof shall be charged to all Unit Owners as a common expense.

Section 13. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration, or improvement in or to his Unit, without the prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after such request is received and failure to do so within the stipulated time shall constitute a denial by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the Town of Pittsford or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit which has been approved by the Board of Managers shall be executed by the Board of Managers, without, however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner making or causing to be made any structural additions, alterations or

improvements agrees, and shall be deemed to have agreed, to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. The provisions of this Section 13 shall not apply to Units owned by the Sponsor or its designee until such Units shall have been initially sold and conveyed.

Section 14. Use of Common Elements. No furniture, packages or objects of any kind shall be placed on the grounds, walks, or other public areas, or any other part of the Common Elements. The grounds, walks and other public areas shall be used only for the purposes established by the Board of Managers from time to time. The provisions of this Section 14 shall not apply to the Sponsor or its designee until such time as all Units have been initially sold and conveyed by the Sponsor or its designee; however, Sponsor or its designee shall not use the Common Elements in such a manner as will unreasonably interfere with the use of the other Units for residential purposes. Cooking, barbequeing, drying of laundry and storage of household goods shall not be permitted on the Limited Common Elements.

Section 15. Right of Access. A Unit Owner shall grant a right of access to his Unit to the Board of Managers, the Managing Agent and/or any other person authorized by the Board of Managers, for the purpose of reading any utility meters which may be located within a Unit on, or for the purpose of making inspections to determine if there exist conditions threatening another Unit or a Common element, or violations of the By-Laws or Rules and Regulations of the Condominium or any State or Municipal ordinances, or for the purpose of correcting any conditions originating in the Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building, provided that requests for such entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI.

Section 16. Rules and Regulations. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board; however, so long as Sponsor is entitled to designate the Board of Managers, action of the Board may not be so overruled without consent of Sponsor. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to time when the same shall become effective.

Section 17. Water Charges and Sewer Rents. Water shall be supplied to all of the Units and the Common Elements through one or more meters and the Board of Managers shall pay, as a Common Expense, all charges for water consumed on the Property, including the Units, together with all sewer rents or other related charges arising therefrom, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Property as of the date of closing of title to such Unit promptly after such charges shall have been billed.

Section 18. Electricity and Gas. Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. The electricity serving the Common Elements shall be separately metered, and the Board of Managers shall pay as a Common Expense, all bills for electricity consumed in such portions of the Common Elements.

Section 19. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws: (a) to impose against such Unit Owner a one-time fine of Fifty Dollars (\$50.00) for any such violation and (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

The violation or breach of any of the provisions of these By-Laws, the Rules and Regulations, or the Declaration with respect to any rights, easements, privileges or licenses granted to the Sponsor or its designee shall give to Sponsor, or its designee, as the case may be, the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings either in law or in equity, the continuance of any such violation or breach.

Section 20. No Right of Partition. As provided in Section 339-i (3) of the Real Property Law, the Common Elements shall remain undivided and no right shall exist to partition or divide any thereof, except as otherwise specifically provided therein (and described in this Article VI), as in the event of condemnation, destruction of more than eighty (80%) percent of the Buildings or termination of the Condominium.

ARTICLE VII  
MORTGAGES

Section 1. Mortgaging of Units. Each Unit Owner shall have the right to mortgage his Unit without restriction, provided that any such mortgage shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association or other institutional or non-institutional lender to make the mortgage loan.

Section 2. Notice of Unpaid Common Charges. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall give written notification to such mortgagee of a Unit of such Unit Owner's default, including non-payment of common charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. Notice of Default. The Board of Managers, when giving notice to a Unit Owner of a default, shall send a copy of such notice to any holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

ARTICLE VIII  
SALES, LEASES AND OTHER DISPOSITION OF UNITS

Section 1. Sales and Leases. Unit Owners are free to sell or lease their Units or any interest therein, without restriction, to any person or persons, corporation, partnership or fiduciary.

Section 2. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 3. Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy, without restriction.

Section 4. Waiver of Use of Common Elements. No Unit Owner may exempt himself from liability for his common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his Unit, except by conveying his Unit and his common interest to the Board of Managers on behalf of all other Unit Owners, provided such conveyance is accepted by the Board of Managers. In the event of such conveyance, the Unit Owner will be exempt from common charges thereafter accruing.

Section 5. Waiver of Right of Partition with Respect to such Units as Are Acquired by the Board of Managers or Its Designee, on Behalf of All Unit Owners as Tenants in Common. In the event that any Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 6. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid common charges theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

#### ARTICLE IX CONDEMNATION

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award for such taking shall be payable to the Board of Managers if the award is less than Fifty Thousand Dollars (\$50,000.00) and shall be payable to the Insurance Trustee if it is Fifty Thousand Dollars (\$50,000.00) or more. If seventy-five percent (75%) in number and in common interest of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five percent (75%) in number and in common interest of the Unit Owners do not duly and promptly approve the repair and restoration of such Common Element, the Board of Managers or

the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

#### ARTICLE X RECORDS

Section 1. Records and Audits. The Board of Managers or the Managing Agent shall keep detailed records of the actions of the Board of Managers and the Managing Agent, minutes of the meetings of the Board of Managers, minutes of the meeting of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against each Unit, the date when due, the amounts paid thereon, and the balance, if any, remaining unpaid. In addition, an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be made available for inspection by Unit Owners at such reasonable times and places as may be determined by the Board of Managers. The cost of such report shall be paid by the Board of Managers as a common expense.

#### ARTICLE XI MISCELLANEOUS

Section 1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision hereof.

Section 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.



ARTICLE XII  
AMENDMENTS TO BY-LAWS

Section 1. Amendments to By-Laws. Except as otherwise provided herein and in the Declaration, these By-Laws may be modified or amended by the vote of seventy-five percent (75%) in number and in common interest of all Unit Owners cast in person or by proxy at a meeting of Unit Owners duly held for such purpose, or in lieu of a meeting by written amendment. Notwithstanding the foregoing, or as long as Sponsor or its designee remains the Owner of one or more Units, these By-Laws, the Rules and Regulations and the Declaration may not be modified, added to or amended without Sponsor's prior written consent. Notwithstanding anything to the contrary contained herein, no provision of these By-Laws, the Rules and Regulations or the Declaration relating to the use of the Units or the percentage interest of a Unit in the Common Elements may be amended without the consent of every Unit Owner affected by such amendment.

ARTICLE XIII  
CONFLICTS

Section 1. Conflicts. These By-Laws and the Rules and Regulations are intended to comply with the requirements of Article 9-B of the Real Property Law of the State of New York and all other applicable laws. In case any of these By-Laws or any provision of the Rules and Regulations conflict with the provisions of said statute, the Declaration or any other applicable law, the provisions of said statute, the Declaration, or such other applicable law, as the case may be, shall control.

COUNSEL'S TAX OPINION

RICHARD B. SECREST  
R. CLINTON EMERY  
BRUCE E. HANSEN  
JOHN E. SWETT  
ANTHONY R. PALERMO  
NATHAN J. ROBFOGEL  
THOMAS A. SOLBERG\*  
JOHN F. MAHON  
ALAN ILLIG  
JOHN E. BLYTH  
W. REYNOLDS BOWERS  
PETER M. BLAUVELT  
LAWRENCE R. PALVINO  
WILLIAM D. SMITH  
THOMAS B. GARLICK\*  
ALAN F. HILFIKER\*  
C. RICHARD COLE  
BARRY R. WHITMAN\*  
D. DYSON GAY  
JAMES C. MOORE  
WILLIAM M. COLBY\*  
KENNETH A. PAYMENT  
STUART B. MEISENZAHL  
JAMES A. LOCKE, III  
MICHAEL F. BUCKLEY\*  
WILLIAM H. HELFERICH, III  
NEAL D. MADDEN  
PETER G. SMITH  
JAMES B. GRAY, JR.  
JOHN R. WEIDER  
H. ROBERT HERMAN  
WILLIAM N. LA FORTE\*  
THOMAS G. SMITH  
JACK D. EISENBERG  
FRANK S. HAGELBERG\*  
ERIC A. EVANS  
FRED G. ATEN, JR.

HARTER, SECREST & EMERY  
ATTORNEYS AT LAW  
700 MIDTOWN TOWER  
ROCHESTER, NEW YORK 14604

716-232-6500  
TELECOPIER: 716-232-2162  
CABLE: HS & E ROC

1100 5th Avenue South  
Naples, Florida 33940  
813-262-8282

\* ALSO ADMITTED IN FLORIDA  
\* ADMITTED IN FLORIDA AND OHIO ONLY  
\* ADMITTED IN FLORIDA ONLY

December 21, 1984

HYMAN B. FREEMAN  
J. PAUL BRENNAN  
GEORGE R. WILLIAMS  
E. JAMES HICKEY  
WILLIAM A. CENTNER  
HARRY M. GRACE  
ROBERT V. GIANNINY  
WILLIAM W. BELL  
OF COUNSEL  
—  
DAVID D. DINAN  
T. MARY McDONALD  
MARGARET A. CATILLAZ  
PHILIP R. FILERI  
DONALD S. MAZZULLO  
A. PAUL BRITTON, JR.  
SUSAN MASSETTE BRANDT  
PAUL M. HETLAND  
ELIZABETH J. McDONALD  
JEFFREY H. BOWEN  
JOHN CLAPPER III  
SUE A. JACOBSON  
DAVID R. FERRIS  
KAYE A. THOMAS  
MICHAEL R. MCEVOY  
TIMOTHY J. COSTELLO  
SUSAN POATH KEEFER  
DAVID H. STRUSS  
KEVIN WETHORE  
BONNIE A. BLENIS  
MARY E. ROSS  
JOHN C. HERBERT  
TERESA D. JOHNSON  
TIMOTHY R. PARRY\*  
DAVID S. SORCE  
BRYON G. ANDREASEN  
CHARLES D. CRAMTON  
JAMES E. NETZLER  
KATHLEEN C. PASSIDOMO\*  
ROBERT F. PIZZO

Wood Creek Development Company  
200 Buell Road  
Rochester, New York 14624

Re: Wood Creek Condominium  
Town of Pittsford, New York

Gentlemen:

We have acted as counsel to Wood Creek Development Company in connection with the organization of the condominium to be known as Wood Creek Condominium ("the Condominium"), consisting of 40 apartment units to be located on Wood Creek Drive in the Town of Pittsford, New York. In connection therewith, we have examined the Offering Plan, the Declaration and the By-Laws of the Condominium.

Based on our examination of applicable provisions of New York law, including but not limited to Article 9-B of the Real Property Law ("the Condominium Act") and Article 23-A of the General Business Law, it is our opinion that:

1. Upon the filing of the Plans and the recording of the Declaration and By-Laws in the office of the Monroe County Clerk, the Condominium will have been duly organized under the Condominium Act and the Declaration will confer valid interests enforceable in accordance with the terms of the Declaration and the Condominium Act.
2. The Condominium will be in compliance with all applicable zoning ordinances.
3. Each Unit in the Condominium will be taxed separately for real estate tax purposes, and each Unit owner who itemizes

December 21, 1984  
Wood Creek Development Company  
Page 2

deductions for income tax purposes will be entitled under present law to claim a deduction for Federal and New York State income tax purposes for: (a) real estate taxes assessed against the Unit and paid by the Unit owner; and (b) the amount, if any, paid by the Unit owner for interest on any bona fide mortgage indebtedness covering the Unit.

4. Assuming the Condominium is operated by the Board of Managers in the manner set forth in the Declaration and By-Laws, it will qualify as a Condominium Management Association under Section 528 of the Internal Revenue Code of 1954, as amended, for its first taxable year. In such event, the Condominium may elect to be exempt from federal income tax on assessments and dues collected from Unit owners, and will be responsible only for taxes on "non-exempt function income" to the extent provided in Section 528. While we cannot determine whether the Condominium will continue to meet the organizational and operational tests of Section 528 in subsequent years, to the extent it does so the exemption under Section 528 will continue to be available under existing law.

No warranties are made that either the United States Treasury Department or the New York State Department of Taxation and Finance will allow the aforementioned deductions for real estate taxes and/or mortgage interest to Unit owners or that the tax laws, regulations and rulings upon which this opinion is based will not change. The undersigned will in no event be liable if it shall be determined that the Condominium does not meet, or at any future time ceases to meet, the requirements of the Internal Revenue Code of 1954, as amended, or the New York State Tax Law, or any amendment of either thereof, by reason of changes in fact or statutory or decisional law or amendment to any law which could not be foreseen or expected nor is any representation or warranty made with respect to the tax consequences of the Plan or any other matter (including, without limitation, the tax consequences of ownership of Units offered under the Plan) except as herein expressly set forth.

We hereby consent to the inclusion of this opinion letter in the Condominium Offering Plan.

Very truly yours,

*Harter, Secrest & Emery*

Harter, Secrest & Emery

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

November 19, 1984

New York State Department of Law  
Real Estate Financing Bureau  
Two World Trade Center  
New York, New York 10047

Re: Wood Creek Condominium  
Village of Pittsford, Monroe County, New York

Gentlemen:

We are the sponsor and the principals of sponsor of the offering to convert the above-referenced property to a condominium. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the New York Condominium Act, the regulations promulgated by the Attorney General in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan (the "Plan"). We have investigated the facts set forth in the Plan and the underlying facts. We have exercised due diligence to form a basis for making this certification. We jointly and severally certify that the Plan does, and that all documents submitted hereafter by us which amend or supplement the Plan will:

1. set forth the detailed terms of the transaction and be complete, current and accurate;
2. afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
3. not omit any material fact;
4. not contain any untrue statement of a material fact;

5. not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

6. not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

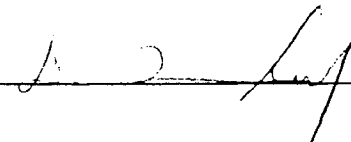
7. not contain any representation or statement which is false, where we: (i) knew the truth; (ii) with reasonable effort could have known the truth; (iii) made no reasonable effort to ascertain the truth; or (iv) did not have knowledge concerning the representations or statement made.

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.


Very truly yours,


WOOD CREEK DEVELOPMENT COMPANY


By: MONROE SAVINGS BANK, FSB, Partner

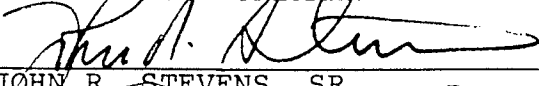
By: 


By: DOMUS HOLDING CORPORATION, Partner


By:   
Samuel A. Santandrea, President

  
SAMUEL A. SANTANDREA

  
WILLIAM H. WACKERMAN

  
JOHN R. STEVENS, SR.

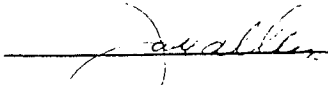
  
RICHARD J. MULLEN

  
D. LAWRENCE KEEF

STATE OF NEW YORK )

COUNTY OF MONROE ) ss.:

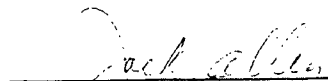
On the 20<sup>th</sup> day of November, 1984, before me personally came D. Lawrence Keef to me known, who, being by me duly sworn, did depose and say that he resides at 67 U. BOATSTAKE Circle Fairport, N.Y. that he is the V. Pres of MONROE SAVINGS BANK, FSB, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

  
\_\_\_\_\_  
JACK ALLEN  
NOTARY PUBLIC, State of N. Y., Monroe County  
My Commission Expires March 30, 1985

STATE OF NEW YORK )

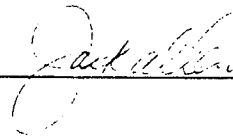
COUNTY OF MONROE ) ss.:

On the 20<sup>th</sup> day of November, 1984, before me personally came SAMUEL A. SANTANDREA, to me known, who, being by me duly sworn, did depose and say that he resides at 1207 5th St. Fairport, N.Y.; that he is the PRESIDENT of DOMUS HOLDING CORPORATION, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

  
\_\_\_\_\_  
JACK ALLEN  
NOTARY PUBLIC, State of N. Y., Monroe County  
My Commission Expires March 30, 1985

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

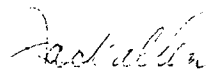
On this 29<sup>th</sup> day of November, 1984, before me personally came SAMUEL A. SANTANDREA to me known to be the individual described in and who executed, the foregoing instrument, and acknowledged that he executed the same.



JACK ALLEN  
NOTARY PUBLIC, State of N. Y., Monroe County  
My Commission Expires March 30, 1985

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

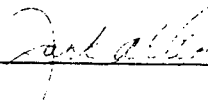
On this 20<sup>th</sup> day of November, 1984, before me personally came WILLIAM H. WACKERMAN to me known to be the individual described in and who executed, the foregoing instrument, and acknowledged that he executed the same.



JACK ALLEN  
NOTARY PUBLIC, State of N. Y., Monroe County  
My Commission Expires March 30, 1985

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

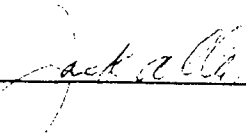
On this 21<sup>st</sup> day of November, 1984, before me personally came JOHN R. STEVENS, SR. to me known to be the individual described in and who executed, the foregoing instrument, and acknowledged that he executed the same.



JACK ALLEN  
NOTARY PUBLIC, State of N. Y., Monroe County  
My Commission Expires March 30, 1985

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

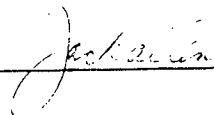
On this 20<sup>th</sup> day of November, 1984, before me personally came RICHARD J. MULLEN to me known to be the individual described in and who executed, the foregoing instrument, and acknowledged that he executed the same.



JACK ALLEN  
NOTARY PUBLIC, State of N. Y., Monroe County  
My Commission Expires March 30, 1985

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

On this 29<sup>th</sup> day of November, 1984, before me personally came D. LAWRENCE KEEF to me known to be the individual described in and who executed, the foregoing instrument, and acknowledged that he executed the same.



---

JACK ALLEN  
NOTARY PUBLIC, State of N. Y., Monroe County  
My Commission Expires March 30, 1985



CERTIFICATION OF SPONSOR'S ENGINEER

December 17, 1984

New York State Department of Law  
Real Estate Financing Bureau  
Two World Trade Center  
New York, New York 10047

Re: Wood Creek Condominium

Gentlemen:

The sponsor of the offering plan for condominium ownership of the captioned property retained me to prepare a report describing the property when constructed (the "report"). I examined the building plans and specifications that were prepared by this office dated December 17, 1984 and prepared the report dated December 17, 1984, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the report.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in this Part 20 insofar as they are applicable to this report.

I 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. I certify the report does:

(i) set forth in detail the 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 I examined;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the 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 I examined;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment or suppression;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statements made.

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.

Very truly yours,

*Louie Carini, P.E.*

\_\_\_\_\_  
Louie Carini, P.E.

LC:cac



STATE OF NEW YORK )

COUNTY OF MONROE ) ss.:

On the 17 day of December, 1984, before me personally came LOUIE CARINI, to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he executed the same.

*Gwendolyn A. Donato*

GWENDOLYN A. DONATO  
NOTARY PUBLIC, State of N.Y., Monroe Co.  
My Commission Expires March 30, 1986

**THE CABOT GROUP**

October 31, 1984

New York State Department of Law  
Two World Trade Center  
New York, New York 10047

Attn: Real Estate Financing Bureau

RE: Wood Creek Condominiums

Gentlemen:

The sponsor of the condominium offering plan for the captioned property retained our firm to review Schedule B containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes 12 years in the management of over 2,000 condominiums and 5,000 rental apartments in the Western New York area.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to Schedule B.

I have reviewed the Schedule B, 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 also have relied on my experience in managing residential property.

I certify that the projections in Schedule B appear reasonable and adequate under existing circumstances, and the projected income will be sufficient to meet the anticipated operating expenses for the projected year of operation as a condominium.

I certify that the Schedule does:

(1) set forth in detail the terms of the transaction as it relates to the Schedule and are complete, current and accurate;

1230 FIRST FEDERAL PLAZA  
ROCHESTER, NEW YORK 14611  
(716) 546-7400

- (2) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
- (3) not omit any material fact;
- (4) not contain any untrue statement of a material fact;
- (5) not contain any fraud, deception, concealment or suppression;
- (6) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (7) 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 representations or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Certification is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. I understand that a copy of this Certification is intended to be incorporated into the offering plan so that prospective purchasers may rely on it.

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.

Very truly yours,

*L. R. Brattain*  
Lawrence R. Brattain  
Vice President

LRB/ah

Sworn to before me this  
31 day of October 1984

*Dawn R. Leenhouts*  
\_\_\_\_\_  
Notary Public

**DAWN R. LEENHOUTS**  
Notary Public in the State of New York  
Macroe County  
Commission Expires March 30, 1985

(2) Toilet will be white American-Standard 2131175; sink will be white American-Standard 22522; bath/shower will be white American-Standard 2603. Bathroom and powder rooms will have 36" surrey oak vanity with Corian countertop. Faucets will be Delta double handle or equal. Powder room mirrors will be 24" x 36"; main bath mirrors will be 36" x 36".

(3) Range will be Whirlpool RJE3600; refrigerator will be Whirlpool ET16AKXL; sink will be American-Standard 22522; countertops will be Formica or equal; cabinets will be pre-finished wood; dishwasher will be Whirlpool DLL2900XL Energy Saver with sound conditioned door liner and decorator color panel pack.

(w) Finish schedule of spaces other than units

There are no public spaces within the buildings outside the Units themselves.

(x) General Information

Smoke detectors are provided in all Units.

(y) Additional information

Exhibits attached to this report include:

- A: Floor plans
- B: Building Plans
- C: Site Plan
- D: Area Map
- E: Landscaping Plan and Plant List

A narrative description distinguishing unit areas from common elements is found in the Declaration set forth in the Offering Plan, which has been reviewed by the undersigned.

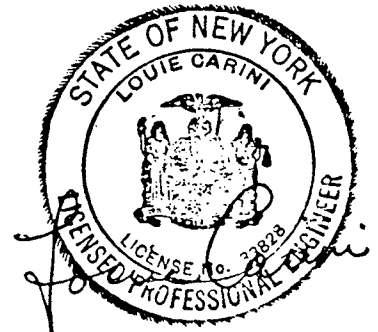
Dated: December 17, 1984

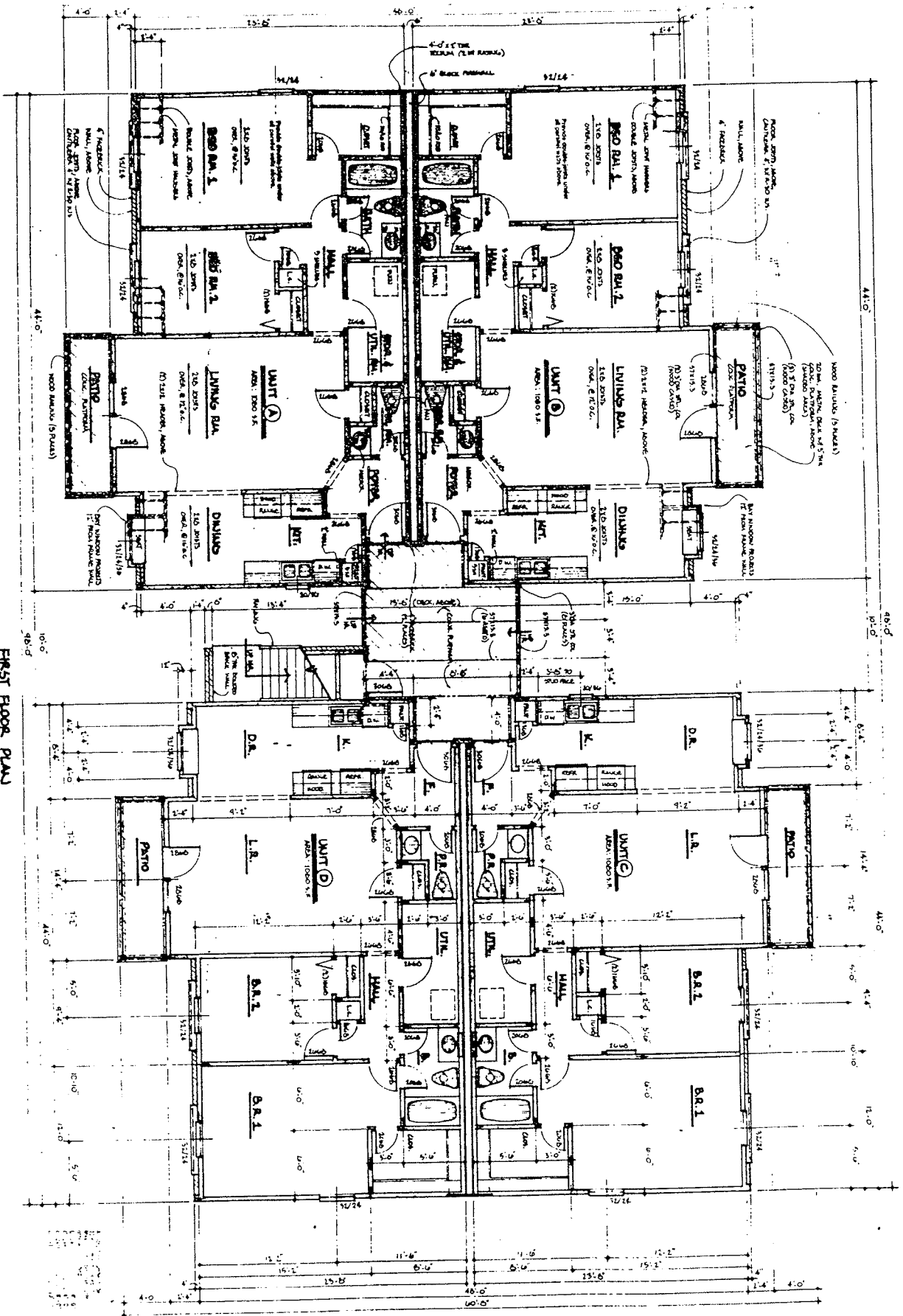
Louie Carini, P.E.  
LOUIE CARINI, P.E.

Sworn to before me  
this 19<sup>th</sup> day of December, 1984

Gwendolyn A. Donato

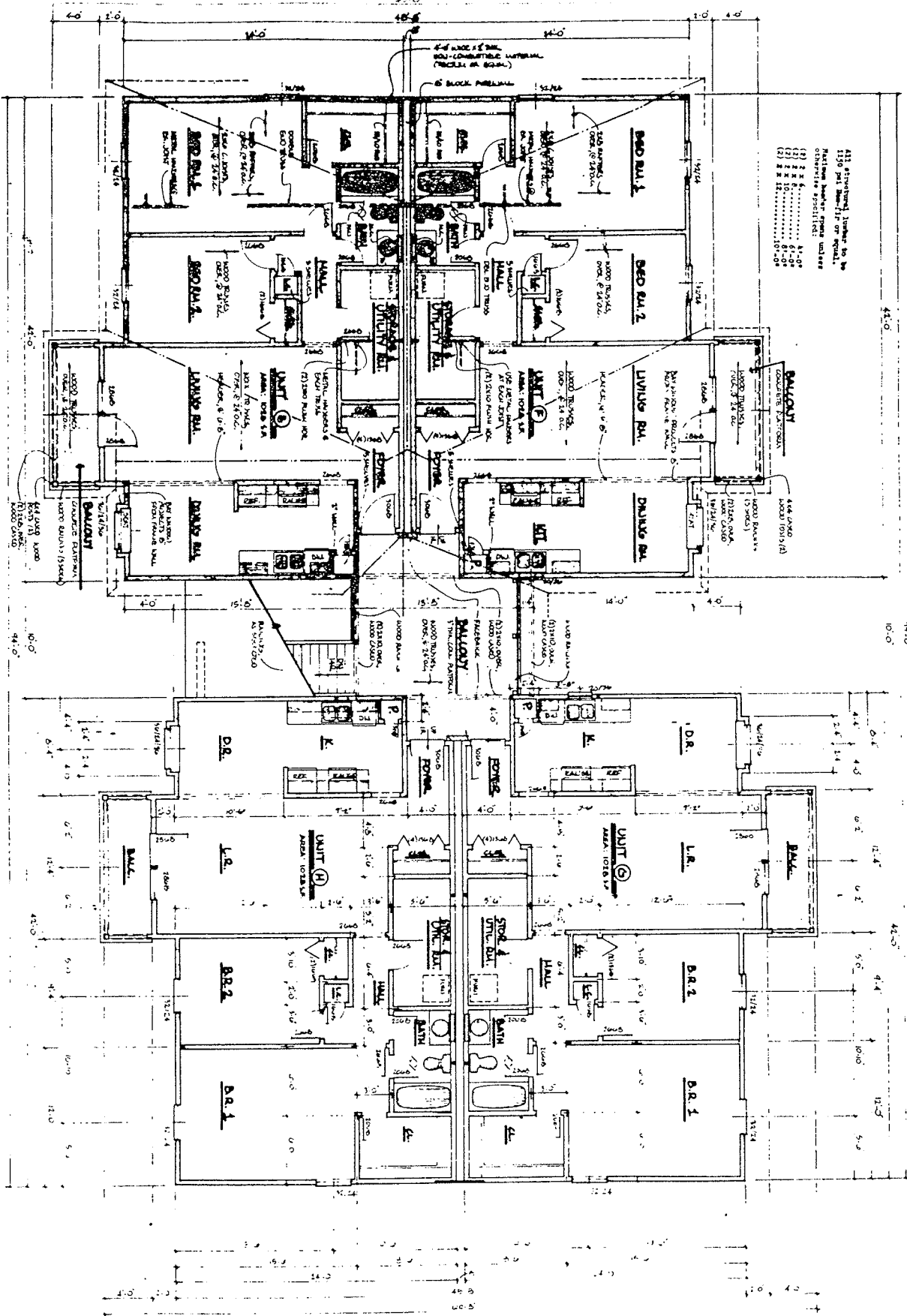
GWENDOLYN A. DONATO  
NOTARY PUBLIC, State of N.Y., Monroe Co.  
My Commission Expires March 30, 1986





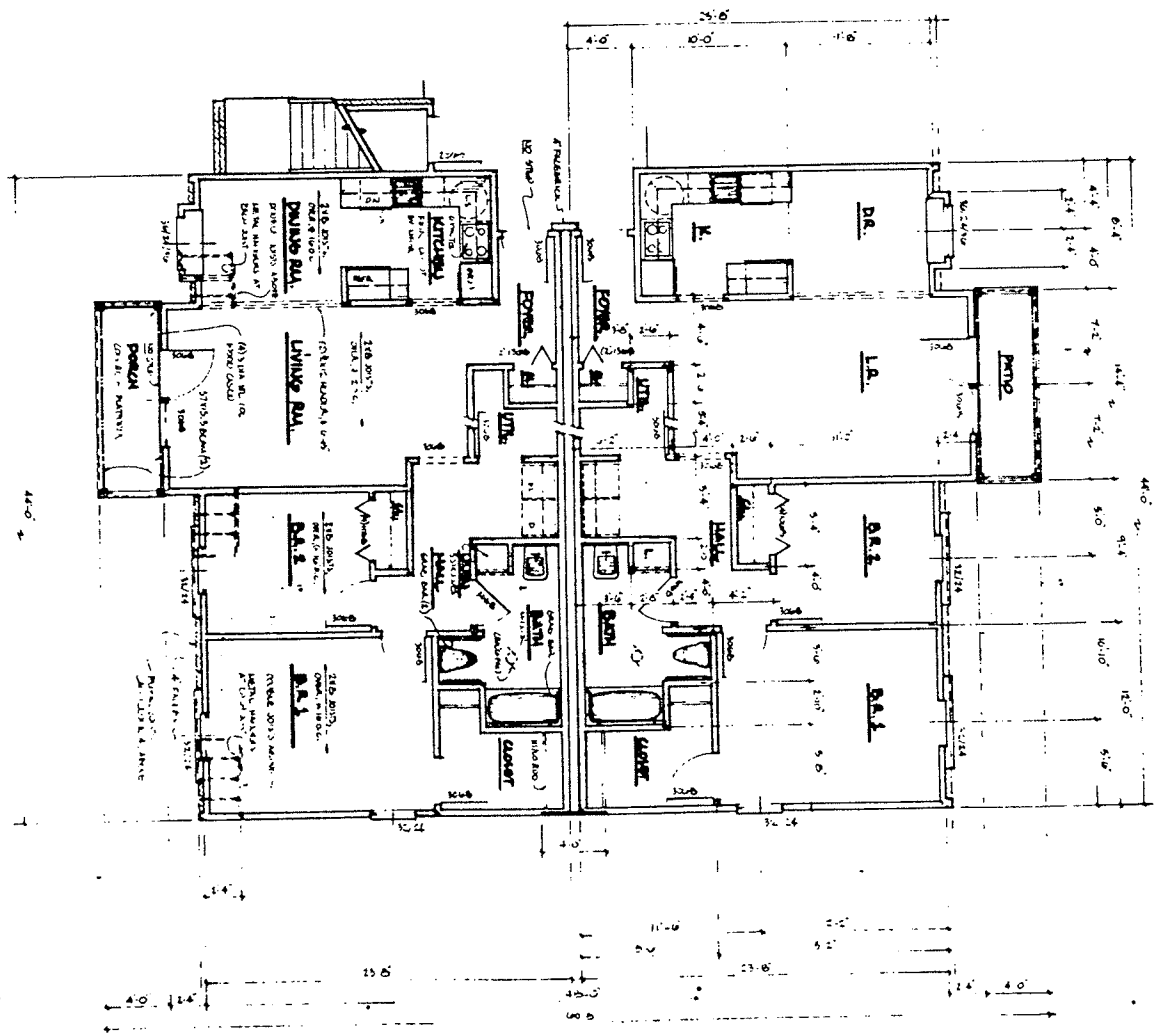
**FIRST FLOOR PLAN**  
TOTAL AREA: 4510 S.F.

-78-	EXHIBIT A 1 of 3
<p><b>WOOD CREEK APARTMENTS</b> WOOD CREEK, COLO. DEVELOPER: URBAN</p>	<p><b>JOHN ADAMSON &amp; ASSOCIATES</b> DESIGNERS</p>
<p>Scale: 1/8" = 1'-0" Date: 5/10/83 Sheet: 5C 10</p>	<p>AP-575</p>



**SECOND FLOOR PLAN**  
TOTAL AREA: 4112 S.F.

	<b>JOHN ADAMSKI &amp; ASSOCIATES</b> DESIGNERS 100 WEST 100TH STREET NEW YORK, N.Y. 10025 (212) 246-1000
	EXHIBIT A 2 of 3
-79-	UNDO CHECK ANNOTATIONS UNDO CHECK DEVELOPMENT UNIT SECOND FLOOR PLAN Date: 10/1/00 Drawn: J. Adamski Scale: 1/8" = 1'-0" 4 LD No. AP 575

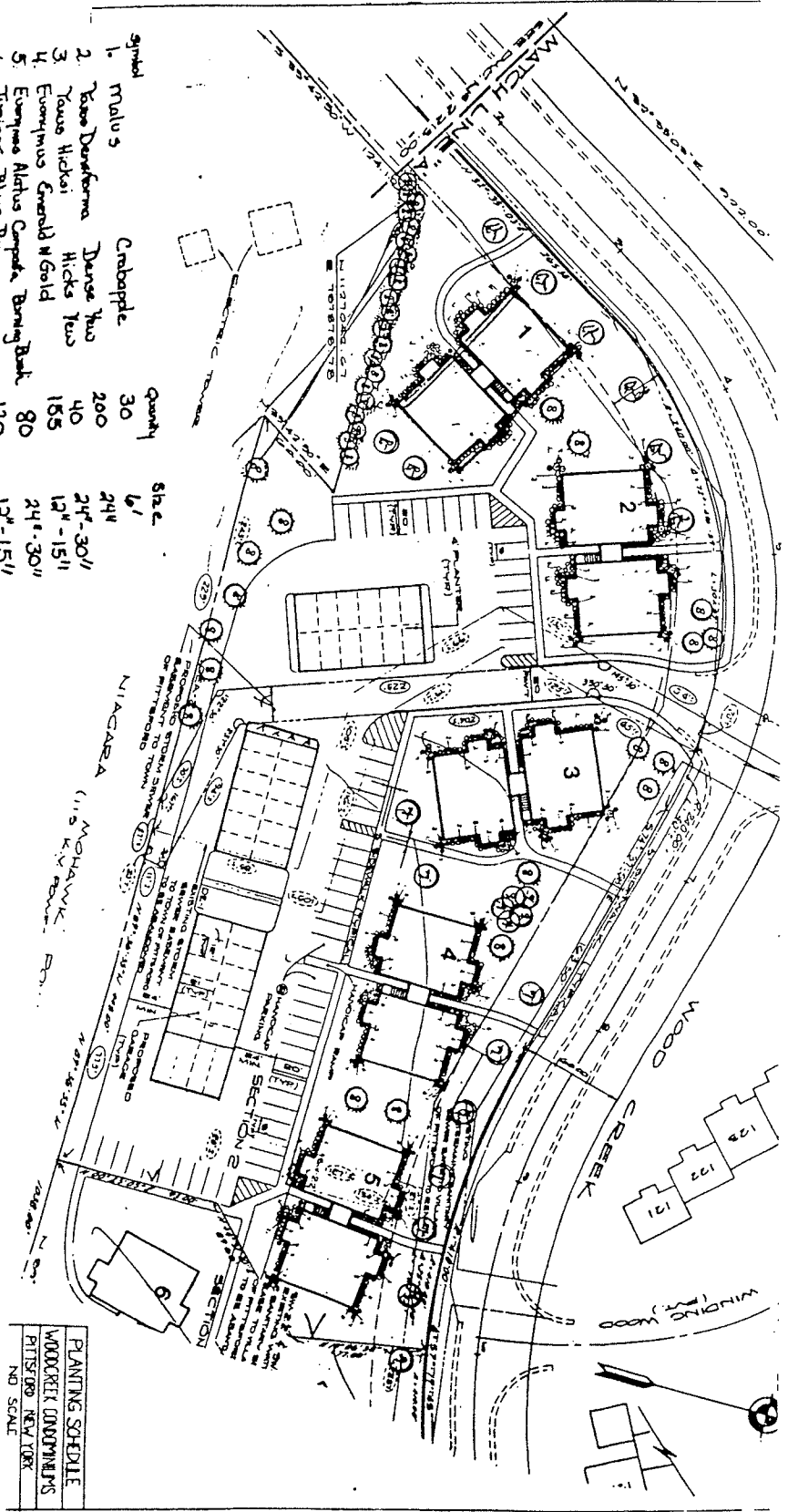


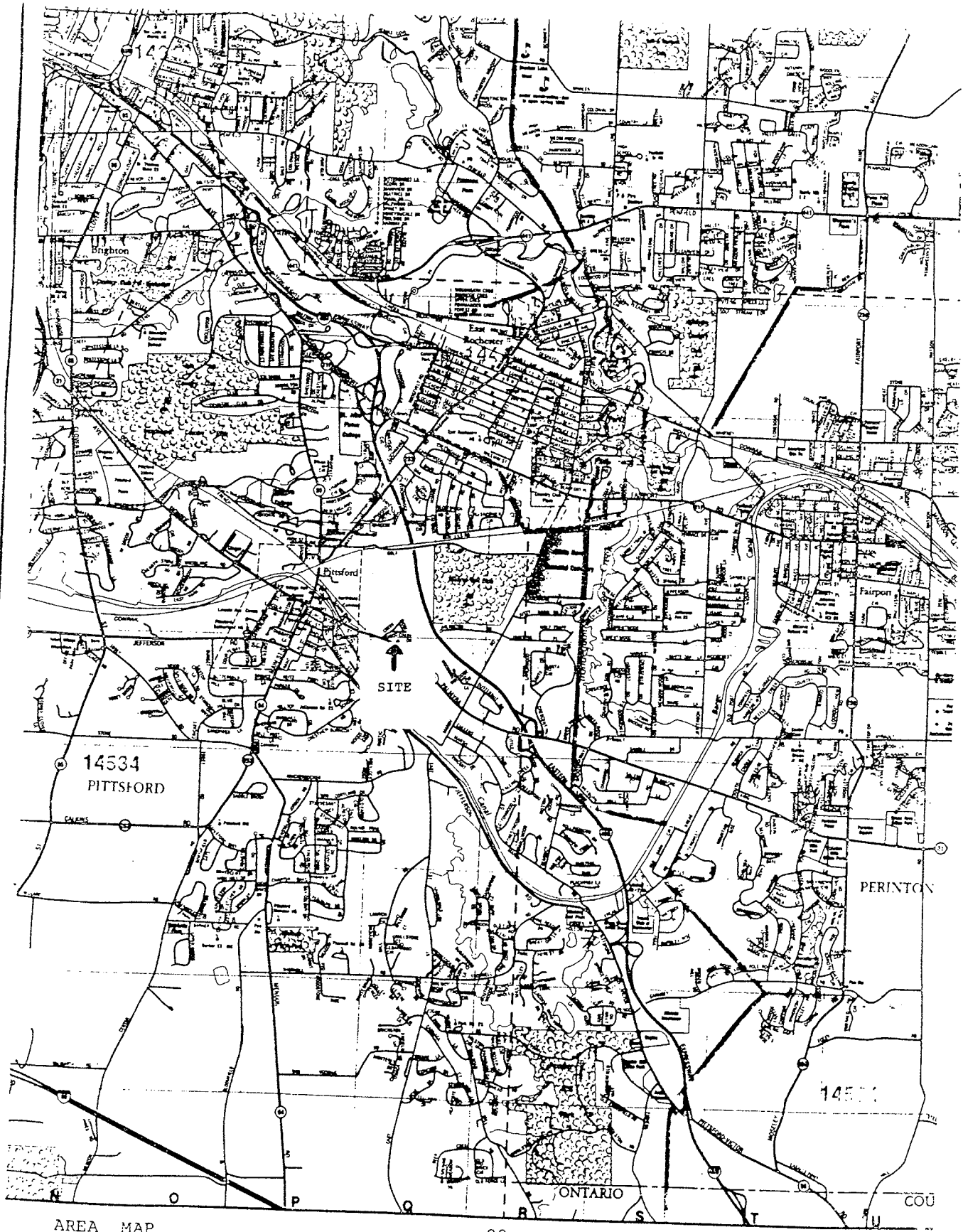
FIRST FLOOR PLAN - HANDICAPPED UNIT (2 BEDS)

		<b>JOHN ADAMS &amp; ASSOCIATES</b> ARCHITECTS 1000 WEST 10TH AVENUE DENVER, COLORADO 80202	
<b>DESIGNING</b>			
<b>EXHIBIT A 3 of 3</b>			
-80-			
REVISED JAN. 1985			
D. J. Adams ARCHITECT 1000 WEST 10TH AVENUE DENVER, COLORADO 80202			
<b>JOHN ADAMS APARTMENTS</b> WOOD CREEK REDEVELOPMENT UNIT FIRST FLOOR PLAN - HANDICAPPED UNIT			
3'6" 10"			
AD-575			



Symbol	Malus	Crabapple	Quantity	Size
1.	Malus		30	6'
2.	Rosa Deurformis	Dance Hus	200	2 1/2" - 3 1/2"
3.	Rosa Hicksi	Hicks Hus	40	1 1/2" - 1 5/8"
4.	Euonymus Emerald	W Gold	185	2 1/4" - 3 0"
5.	Euonymus Alatus	Campana, Burning Bush	80	1 1/2" - 1 5/8"
6.	Juniper	Blue Rug	120	1 1/2" - 1 5/8"
7.	Acer Saccharum	Sugar Maple	17	2" - 2 1/2"
8.	Picea Abies	Norway Spruce	40	1 1/2" - 1 1/4"
9.	Quercus Borealis	Red Oak	5	2" - 2 1/2"





AREA MAP

EXHIBIT D