

EXHIBIT I

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PINECREEK ESTATES SUBDIVISION

THIS DECLARATION, made the 7<sup>th</sup> day of March, 1989, by PINECREEK CORP., hereinafter called "Declarant".

WHEREAS, Declarant is the owner of certain real property in the Town of Penfield, Monroe County, New York, more particularly described as all that tract or parcel of land situate at 2270 Penfield Road in the Town of Penfield, Monroe County, New York as shown on Schedule A attached hereto.

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

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ARTICLE I

DEFINITIONS

Section I. "Association" shall mean and refer to 2270 Homeowners Association, Inc., its successors and assigns.

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

Section III. "Property" shall mean and refer to that certain real property hereinbefore described in Schedule A.

Section IV. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the Property.

Section V. "Common Area" shall mean all real property maintained by the Association for the common use and enjoyment of the owners. The Common Area to be maintained by the Association is all the area of the subdivision except the lots as delineated on the map of Pinecreek Estates Subdivision recorded in the Monroe County Clerk's Office.

Section VI. "Declarant" shall mean and refer to Pinecreek Corp.

## ARTICLE II

### COMMON AREA EASEMENTS

Section I. Owner's Easements of Enjoyment and Use of Common Area Roadway Easements. Every owner shall have a right and easement of enjoyment in and to the Common Area Roadway Easements, including the rights of ingress and egress to owner's property over the Common Area Roadway Easements, which easements shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

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

(b) the right of the Association to dedicate or transfer all or any part of the Common Area Roadway Easements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members approving such transfer after Sponsor has completed its dedication procedures. No such dedication or transfer shall be effective unless an instrument signed by seventy-five percent (75%) of the lot owners, and their mortgagees, agreeing to such dedication or transfer has been recorded; and

(c) the right of invitees and business visitors of any owner to ingress and egress over the private roadways.

Section II. Owner's Easements of Enjoyment and Use of Perimeter Common Area Easement. Every owner shall have a right and easement of enjoyment in and to the perimeter common area easement, including the right of passage over such easement area by foot or skis, and in no event by any motorized vehicle except for maintenance purposes as approved by the Homeowners Association. Said Perimeter Common Area Easement shall not be obstructed by debris, or plantings, and the surface areas shall not be impaired so as to make passage hazardous to passage by human or animal. Said easement shall be subject to a deed restriction encumbering the easement area of each lot making it

subordinate to the "open space" provision of Penfield Zoning Law Article III, Section 3-480 and the following provisions:

(a) the right of the Association, pursuant to its By-laws to adopt rules and regulations;

(i) governing the use and maintenance of the Perimeter Common Area Easement, including but not limited to, the removal of any obstacles restricting passage or the improvement of surface areas;

(ii) regulating the personal conduct of the members and guests thereon;

(iii) regulating or prohibiting the use of the Perimeter Common Area Easement by persons not members of the Association;

(iv) establish penalties for infraction of such rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Perimeter Common Area Easement to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members approving such transfer. No dedication or transfer shall be effective unless an instrument signed by seventy-five percent (75) of the lot owners and their mortgagees, agreeing to such dedication or transfer has been recorded.

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

Section IV. Easements for Utilities. This Declaration is subordinate to easements heretofore granted by Sponsor and its predecessors in title to the Town of Pittsford and other municipal agencies, public authorities and utility companies. Declarant reserves the right to grant additional easements, both temporary and permanent, to all municipalities, public authorities and utility companies over, under and through any part of the Properties.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

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

Class A members shall be all owners with the exception of Declarant. Each Class A member shall be entitled to one vote regardless of number of lots owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Nor shall any member cast more than one vote regardless of the number of lots owned.

Class B member shall be the Declarant, which shall be entitled to one vote regardless of the number of lots owned. Declarant shall cease to be a member and shall no longer be permitted to vote upon sale of all its lots. Class B membership shall cease and be converted to Class A membership on September 1, 1990, or upon the earlier extinguishment of Class B membership. Until the extinguishment of Class B membership, Class A members shall not be entitled to vote for members of the Board of Directors.

#### ARTICLE IV

#### COVENANT FOR ASSESSMENTS

Section I. Creation of the Lien and Personal Obligation for Assessments. The Declarant for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed for such lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual maintenance assessments or charges, including real estate tax charges for the Common Area, such assessments to be established and collected as hereinafter provided. The annual maintenance assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the

assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section II. Rate of Assessment. Maintenance assessments must be fixed at a uniform rate for all lots.

Section III. Due Dates for Annual Assessment. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors, and, unless the Board otherwise provides the annual maintenance assessment shall be due on the first day of November each year. The Association shall, upon demand, and for a reasonable charge, furnish a Certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section IV. Effect of Nonpayment of Assessment and Remedies of the Association. Any assessment not paid within 30 days after the date shall become a lien against that lot, and shall bear interest from the due date at the legal rate. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose on the lien against the property, and interest, costs and reasonable attorneys fees of any such action will be added to the amount of such assessment. Each such owner, by his acceptance of a deed to a lot, or by endorsement of this Declaration, hereby expressly vests in the Association the right and power to bring

all actions against such owner personally for the collection of each charge, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such owner hereby expressly grants to the Association the power of sale in connection with such lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all owners. The Association, acting on behalf of the owners shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

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

Section VI. Special Assessments may be levied upon a vote of seventy-five percent (75%) of the Class A members. Prior to the extinguishment of Class B membership, the affirmative vote of the Class B member shall be required to approve a special assessment.



ARTICLE V

INSURANCE AND CASUALTY DAMAGE

The Homeowners Association shall obtain and maintain in force and effect, a policy of fire and other casualty and/or liability insurance, in an amount, and with such coverage, as are acceptable to the Association. An annual evaluation shall be made by the Board of Directors to determine the adequacy of the insurance. If the Association elects to obtain coverage, each homeowner will be issued a certificate from the master policy which will indicate the amount of coverage.

ARTICLE VI

GENERAL PROVISIONS

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

seventy-five percent (75%) of the lot owners, and thereafter by an Instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in Monroe County Clerk's Office to be effective.

Section II. Binding Effect. This Declaration shall be binding on the property owned by the Declarant.

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

Section IV. Enforcement. The Association, or any owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set is hand and seal this 7<sup>th</sup> day of March, 1989.

PINECREEK CORP.

By: 

DON L. CAMPHAUSEN, President

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this 7<sup>th</sup> day of March, 1989, before me personally came DON L. CAMPHAUSEN, to me personally known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York; that he is the President of Pinecreek Corp., the corporation described in, and which executed the within Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto be like order.

Debra K. Drennan  
Notary Public

DEBRA K. DRENNAN  
Notary Public, State of New York  
Monroe County  
Commission Expires July 31, 1990

SCHEDULE A

Lands subject to Pinecreek Estates Subdivision  
Declaration of Covenants, Conditions and Restrictions:

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	11/15/71
2	FINAL PLAN	11/15/71

SECTION	AREA	PERCENTAGE	AREA	PERCENTAGE
1	1.00	100.00	1.00	100.00
2	1.00	100.00	1.00	100.00
3	1.00	100.00	1.00	100.00
4	1.00	100.00	1.00	100.00
5	1.00	100.00	1.00	100.00
6	1.00	100.00	1.00	100.00
7	1.00	100.00	1.00	100.00
8	1.00	100.00	1.00	100.00
9	1.00	100.00	1.00	100.00
10	1.00	100.00	1.00	100.00
11	1.00	100.00	1.00	100.00
12	1.00	100.00	1.00	100.00

SECTION	AREA	PERCENTAGE	AREA	PERCENTAGE
1	1.00	100.00	1.00	100.00
2	1.00	100.00	1.00	100.00
3	1.00	100.00	1.00	100.00
4	1.00	100.00	1.00	100.00
5	1.00	100.00	1.00	100.00
6	1.00	100.00	1.00	100.00
7	1.00	100.00	1.00	100.00
8	1.00	100.00	1.00	100.00
9	1.00	100.00	1.00	100.00
10	1.00	100.00	1.00	100.00
11	1.00	100.00	1.00	100.00
12	1.00	100.00	1.00	100.00

SECTION	AREA	PERCENTAGE	AREA	PERCENTAGE
1	1.00	100.00	1.00	100.00
2	1.00	100.00	1.00	100.00
3	1.00	100.00	1.00	100.00
4	1.00	100.00	1.00	100.00
5	1.00	100.00	1.00	100.00
6	1.00	100.00	1.00	100.00
7	1.00	100.00	1.00	100.00
8	1.00	100.00	1.00	100.00
9	1.00	100.00	1.00	100.00
10	1.00	100.00	1.00	100.00
11	1.00	100.00	1.00	100.00
12	1.00	100.00	1.00	100.00

SECTION	AREA	PERCENTAGE	AREA	PERCENTAGE
1	1.00	100.00	1.00	100.00
2	1.00	100.00	1.00	100.00
3	1.00	100.00	1.00	100.00
4	1.00	100.00	1.00	100.00
5	1.00	100.00	1.00	100.00
6	1.00	100.00	1.00	100.00
7	1.00	100.00	1.00	100.00
8	1.00	100.00	1.00	100.00
9	1.00	100.00	1.00	100.00
10	1.00	100.00	1.00	100.00
11	1.00	100.00	1.00	100.00
12	1.00	100.00	1.00	100.00

NOTE Common areas are outlined in red but do not include the lots designated 1 through 12 on site plan

PENFIELD GREEN SUBDIVISION  
SECTION III  
11/15/71

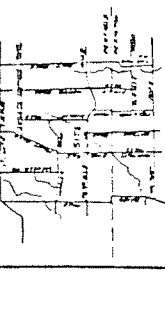
MILLER ACRES SUBDIVISION  
SECTION III  
11/15/71

WATSON ROAD  
ROAD

PENFIELD ROAD  
ROAD

PINE BROOK HEIGHTS SUBDIVISION  
SECTION III  
11/15/71

DEPARTMENT OF HEALTH  
COMMUNITY DEVELOPMENT DIVISION  
PLANNING AND DESIGN SECTION  
11/15/71



LEGEND  
1. COMMON AREAS  
2. LOT LINES  
3. ROAD LINES  
4. UTILITY LINES  
5. EASEMENTS  
6. SETBACKS  
7. CURBS  
8. DRIVEWAYS  
9. SIDEWALKS  
10. FENCES  
11. SIGNAGE  
12. LANDSCAPING  
13. LIGHTING  
14. PARKING  
15. UTILITIES

DATE: 11/15/71  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]

SCALE: 1" = 40'

PROJECT: ECCREEK ESTATES

CLIENT: [Name]

LOCATION: [Address]

DATE: 11/15/71

BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

SCALE: 1" = 40'

PROJECT: ECCREEK ESTATES

CLIENT: [Name]

LOCATION: [Address]

DATE: 11/15/71

BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

SCALE: 1" = 40'

PROJECT: ECCREEK ESTATES

CLIENT: [Name]

LOCATION: [Address]

DATE: 11/15/71

BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

SCALE: 1" = 40'

PROJECT: ECCREEK ESTATES

A-13

SCHEDULE B

COMMON AREA EASEMENTS

COMMON AREAS OF 2270 HOMEOWNERS ASSOCIATION, INC.

SCHEDULE B

All that tract or parcel of land situate in Town Lot 25, Township 13, Range 4 of the Phelps and Gornam Purchase, Town of Penfield, County of Monroe, State of New York, being more particularly described as follows:

COMMENCING at the intersection of the centerline of Penfield Road (New York State Route 441 / 66.0 feet wide right of way) with the centerline of Pine Brook Circle, said intersection being marked by a P.K. nail;

thence N 89° 54' 40" W, in said centerline of Penfield Road, a distance of 179.99 feet to an intersection with the southerly prolongation of the division line between property of Allan R. Burrows and Linda Lestori, as recorded in the Monroe County Clerk's Office at Liber 6945 of Deeds, commencing at Page 264, on the east and property of Pinecreek Corp., as recorded in the Monroe County Clerk's Office at Liber 7338 of Deeds, commencing at Page 256, on the west, last said intersection being marked by a railroad spike;

thence N 00° 04' 00" E, in said southerly prolongation, a distance of 33.00 feet to the POINT OF BEGINNING, being in the northerly right of way line of said Penfield Road and being marked by a steel pin;

thence N 89° 40' 10" W, in said northerly right of way line of Penfield Road, a distance of 583.33 feet to an intersection with the division line between said property of Pinecreek Corp. on the east and property of George L. and Grace Williams, as recorded in the Monroe County Clerk's Office at Liber 2304 of Deeds, commencing at Page 127, last said intersection being marked by an iron pipe;

thence N 00° 04' 00" E, in last said property division line, a distance of 75.00 feet to a point marked by a steel pin;

thence S 89° 40' 10" E, in the division line between said property of Pinecreek Corp. on the south and said property of George L. and Grace Williams on the north, a distance of 30.00 feet to a point marked by a steel pin;

thence N 00° 04' 00" E, in the division line between said property of Pinecreek Corp. on the east and said property of George L. and Grace Williams on the west, a distance of 125.00 feet to the northwesterly corner of said property of Pinecreek Corp., said corner being marked by a steel pin;

For conveyancing only,  
if intended to be conveyed

{ Together with all rights, title and interest of, in and to any streets and

Schedule B  
(Continued)

thence S 89° 40' 10" E, in the division line between said property of Pinecreek Corp. on the south and properties of Douglas and Sharon Feagles, as recorded in the Monroe County Clerk's Office at Liber 6414 of Deeds, commencing at Page 279, Thomas R. and Marcia Ragan, as recorded in the Monroe County Clerk's Office at Liber 6443 of Deeds, commencing at Page 236, and the Town of Penfield, as recorded in the Monroe County Clerk's Office at Liber 6365 of Deeds, commencing at Page 253, on the north, a distance of 553.38 feet to the northeasterly corner of said property of Pinecreek Corp., said corner being marked by a steel pin;

thence S 00° 04' 00" W, in the division line between said property of Pinecreek Corp. on the west and properties of Harry L. Allman, as recorded in the Monroe County Clerk's Office at Liber 7076 of Deeds, commencing at Page 132, and said property of Allan R. Burrows and Linda Lestori, on the east, a distance of 200.00 feet to the POINT OF BEGINNING.

Excepting and reserving therefrom Lots 1-12 inclusive of Pinecreek Estates as shown on a map filed in Monroe County Clerk's Office in Liber 255 of Maps, page 46.



CERTIFICATE OF INCORPORATION  
OF  
2270 HOMEOWNERS ASSOCIATION, INC.

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

The undersigned, for the purpose of forming a corporation pursuant to the Not-for-Profit Corporation Law of the State of New York, hereby certify:

1. The name of the corporation is 2270 HOMEOWNERS ASSOCIATION, INC., hereinafter called the Association.

2. The corporation is a corporation as defined in Section 102(a)(5) of the New York State Not-for-Profit Corporation Law. This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes which it is formed are to provide maintenance, preservation and reconstruction of the common area within Pinecreek Estates Subdivision located in the Town of Penfield, Monroe County, New York, or to

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments, to pay all expenses in connection therewith and all office and other

expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money with the assent of seventy-five percent (75%) of the members of each class, and, with the assent of seventy-five percent (75%) of the members of each class, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instruction has been signed by seventy-five percent (75%) of the members, agreeing to such dedication, sale, transfer. In the event the approval of any first mortgagee of any residence unit in Pinecreek Estates Subdivision is required pursuant to a Declaration of Covenants, Conditions, and Restrictions binding upon the properties within the subdivision then, and in that event, no such dedication or transfer shall be effective unless such approval has been obtained.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional residential property and common area, provided that any such merger or consolidation shall have the assent of seventy-five percent (75%) of the members;

(g) Have and exercise any and all powers, rights and privileges which a corporation organized under the Not-for-Profit Corporation Law of the State of New York, by law may now or hereafter have or exercise;

3. This corporation shall be a Type A corporation as defined by Section 201 of the New York Not-for-Profit Corporation Law.

4. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the Declaration, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

5. The corporation shall have two classes of voting membership. Class A members shall be all members with the exception of Pinecreek Corp. Each Class A member shall be entitled to one vote for each lot owned. Class B members shall be Pinecreek Corp., and shall be entitled to one vote.

Correction made  
on 1/12/89 by  
Tracie Secor

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6. The affairs of the Association shall be managed by a Board of Directors, who need not be members of the Association. The number of Directors may be changed by amendment by the By-Laws of the Association. The names and addresses of the first initial directors are as follows:

Don L. Camphausen, 28 Chateau Square, Rochester, NY 14618

Lisa S. Fix, 47 Fort Hill Terrace, Rochester, NY 14620

Paul Byron Hill, 169 Victor Road, Fairport, NY 14450

7. The duration of the corporation shall be perpetual.


8. Amendment of this Certificate of Incorporation shall require the assent of seventy-five percent (75%) of the entire membership.

9. The office of the corporation is to be located in Monroe County, New York.

10. The post office address within the State to which the Secretary of State shall mail a copy of any process against the corporation served upon him is 28 Chateau Square, Rochester, New York 14618. The Secretary of State is designated as agent upon whom process against it may be served.

11. The incorporator of this corporation is a natural person at least 18 years of age.

IN WITNESS WHEREOF, I have made, subscribed and acknowledged this Certificate this 11 day of January, 1989.

  
\_\_\_\_\_  
MICHAEL J. TOBIN

47 South Fitzhugh Street  
Rochester, New York 14614  
Telephone: (716) 454-6480

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this 11<sup>th</sup> day of January, 1989, before me, the subscriber, personally appeared MICHAEL J. TOBIN, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Debra K. Drennan  
Notary Public

DEBRA K. DRENNAN  
Notary Public, State of New York  
Monroe County  
Commission Expires July 31, \_\_\_\_\_

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EXHIBIT III

BY-LAWS  
OF  
2270 HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is 2270 Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located in Monroe County, New York, but meetings of members and directors may be held at such other places within the State of New York as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

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

Section II. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions in Schedule A.

Section III. "Common Area" shall mean all real property maintained by the Association for the common use and enjoyment of the Owners as described in the Declaration of Covenants, Conditions and Restrictions in Schedule B.

Section IV. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property.

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

Section VI. "Declarant" shall mean and refer to Pinecreek Corp.

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

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

### ARTICLE III

#### MEETING OF MEMBERS

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

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

Section III. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section IV. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, five (5) of the votes of Class A membership and the one vote of Class B membership until such membership is extinguished, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.



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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section I. Number. The affairs of this Association shall be managed by a Board of not less than three (3) directors nor more than nine (9) directors, who need not be members of the Association. Provided, however, until September 1, 1992, or the earlier extinguishment of Class B membership, there shall be three (3) directors until changed pursuant to these By-Laws. Upon extinguishment of Class B membership, members shall determine the initial number of directors to be elected.

Section II. Term of Office. Members shall elect directors each for a one-year term at the first meeting following the extinguishment of Class B membership; and at each annual meeting thereafter.

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

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

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

#### ARTICLE V

#### NOMINATION AND ELECTION OF DIRECTORS

Section I. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made from among members or non-members.

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

ARTICLE VI  
MEETINGS OF DIRECTORS

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

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

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

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

(d) procure and maintain adequate liability and hazard insurance on property owned by the Association. The Board of Directors shall, on an annual basis, review the amount of insurance coverage in order to determine the amount of insurance warranted for the Common Areas.

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

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

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

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

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

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

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

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

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

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

(g) cause the Common Area to be maintained;

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section I. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

Section V. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified

therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

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

President

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

Vice-President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix

it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

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

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purpose.



ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, the interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such

assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

MEMBERSHIP AND VOTING

The Association shall have two classes of voting memberships. Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one vote regardless of the number of lots owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Nor shall any member cast more than one vote regardless of the number of lots owned.

Class B members shall be the Declarant which shall be entitled to one vote regardless of the number of lots owned. Declarant shall cease to be a member and shall no longer be permitted to vote upon sale of its lots. Class B membership shall cease and be converted to Class A membership on September 1, 1992, or at such earlier time as the Declarant no longer owns a lot in Pinecreek Estates Subdivision. Until the extinguishment of Class B membership, Class A members shall not be entitled to vote for members of the Board of Directors.

ARTICLE XIII  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: 2270 Homeowners Association, Inc.

ARTICLE XIV  
AMENDMENTS

Section I. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of all the members of the association whether present in person or by proxy.

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

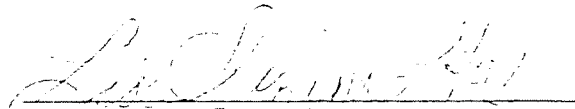
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the 2270 Homeowners Association, Inc., a New York corporation, and,

THAT the foregoing By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 9th day of February, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 9th day of February, 1989.

  
Secretary