

CERTIFICATE OF AMENDMENT AND RESTATEMENT
BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.

Bristol Harbour Village Association, Inc., a not-for-profit corporation organized and existing pursuant to the Laws of the State of New York has amended and restated the Declaration of Bristol Harbour Village Association, Inc., which were recorded in the Ontario County Clerk's Office on November 19, 1971, in Liber 715 of Deeds at page 572.


This Amendment and Restated Declaration were duly authorized and adopted as provided for in Article XIII of the Declaration.

The Lot Owners have met and discussed the proposed Restated Declaration and voted thereon. More than 67% of the Lot Owners have executed written consents to the Restated Declaration. The Restated Declaration shall become effective upon its recording in the office of the County Clerk of Ontario County.

IN WITNESS WHEREFORE, the Bristol Harbour Village Association, Inc. has executed this Amendment restating the Declaration this 4th day of FEB., 2010.

BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.

By:

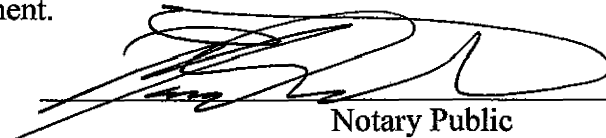

_____, President

STATE OF NEW YORK)

) SS:

COUNTY OF ONTARIO)

On the 4th day of February in the year 2010, before me, the undersigned, personally appeared Richard L. Booth, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Oola
Doc # 01-2248015.1

MARK J DINEHART
Notary Public - State of New York
NO. 01DI6065414
Qualified in Wayne County
My Commission Expires 10-15-2013

BRISTOL HARBOUR VILLAGE
RESTATED AND AMENDED
DECLARATION
OF COVENANTS, EASEMENTS, CHARGES AND LIENS

THIS RESTATED DECLARATION made this 3rd day of October, 2009 by Lot Owners of the BRISTOL HARBOUR VILLAGE ASSOCIATION, INC., (hereinafter referred to as “the Lot Owners”).

WHEREAS, a certain Declaration and Agreement of Covenants, Easements, Charges and Liens dated November 18, 1971 was made and entered into by and between Bristol Recreation Systems, Inc. and Bristol Harbour Village Association, Inc., and recorded in the Ontario County Clerk’s Office on November 19, 1971 in Liber 715 of Deeds, page 572; (“the 1971 declaration”);

WHEREAS, the 1971 declaration and its amendments, subjected the lands described therein in Exhibit A thereof to the covenants, agreements, easements, restrictions, charges and liens therein;

WHEREAS, the Lot Owners of Bristol Harbour Village Association, Inc. have hereto acquired the fee simple interests in portions of the lands shown on Exhibit A, subject to the 1971 Declaration, which lands together with the other lands shown on Exhibit A are hereinafter collectively referred to as the “Property” all as more particularly defined hereafter in Section 1.21;

WHEREAS, Developer and its predecessors have subdivided the Property subject to those certain covenants, agreements, easements, restrictions, charges and liens (hereinafter referred to collectively as “BRISTOL HARBOUR VILLAGE RESTRICTIONS”) as heretofore set forth in said 1971 Declaration;

WHEREAS, Lot Owners wish to amend and restate said 1971 Declaration;

WHEREAS, the Association is a New York not-for-profit corporation formed for the purposes described in its Certificate of Incorporation as amended, and herein;

NOW, THEREFORE, the Lot Owners hereby declare that all of the Property together with any and all improvements thereon and appurtenances thereunto shall be held, sold and conveyed subject to the following covenants, easements, restrictions and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, burden and bind the Property for and during the period of time specified hereafter and all the parties having any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors, and assigns forever, and shall inure to the benefit of each Owner thereof.

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ARTICLE I
DEFINITIONS

Section 1.01 "Association" shall mean and refer to BRISTOL HARBOUR VILLAGE ASSOCIATION, INC., its successors and assigns.

Section 1.02 "Association Land" shall mean all real property owned and maintained by the Association for the use and enjoyment of its Members.

Section 1.03 "Assessable Property" shall mean and refer to the entire Property except such part or parts thereof as may from time to time constitute "Exempt Property", as hereinafter defined.

Section 1.04 "Assessment", "Charge" or "Annual Charge" shall have the meaning set forth in Section 3.01 hereof.

Section 1.05 "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.06 "By-Laws" shall mean and refer to the By-Laws of the Association adopted by the Members as the same may be amended from time to time.

Section 1.07 "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Association filed by the New York State Department of State on July 16, 1971 as amended by the Certificate of Amendment of the same dated October 25, 2005 filed by the New York State Department of State on October 28, 2005, and as the same may be further amended from time to time.

Section 1.08 "Declaration" shall mean and refer to this Restated and Amended Declaration as the same may from time to time be supplemented or amended in the manner prescribed herein.

Section 1.09 "Developer" shall mean and refer to South Bristol Resorts, LLC, its successors and assigns.

Section 1.10 "Development" shall mean and include any parcel of land assessed by the Town of South Bristol within the Property improved by any utility service, commercial or private recreational facility such as, but not limited to, waste water treatment plant, water filtration system, or electricity generating substation, hotel, motel, clubhouse, golf course, marina, retail store, restaurant, or multiple residential facility not organized as a condominium or cooperative or other entity organized and operating for the purpose of making residential dwelling units available to its shareholders or members.

Section 1.11 "Easement Area" shall have the meaning set forth in Section 10.02 hereof.

Section 1.12 "Environmental Committee" shall have the meaning set forth in Section 8.01 hereof.

Section 1.13 "Exempt Property" shall mean and refer to the following portions or parts of the Property:

(i) all land and "Permanent Improvements", as hereinafter defined, owned by the United States, the State of New York, County of Ontario, Town of South Bristol, or any instrumentality or agency of any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof;

(ii) all land and Permanent Improvements owned by the Association (or successor corporation) for so long as the Association (or successor corporation) shall be the owner thereof;

(iii) all land and Permanent Improvements exempt from the State of New York, County of Ontario, Town of South Bristol and local school district, real property taxes by virtue of applicable law.

(iv) such of the Property made subject to this Declaration upon the filing thereof, remaining undeveloped and owned in fee simple by the Developer, its successors or assigns, provided, however, any parcel of land owned in fee simple by Developer, its successors or assigns, shall be deemed developed within one (1) year from the date the building permit was issued for the improvement thereof or upon the issuance of a temporary Certificate of Occupancy for such improvement, whichever event shall sooner occur.

Section 1.14 "Lot" shall mean and refer to a portion of the Assessable Property which is less than the whole thereof and which is assessed as a unit by the appropriate public officials for the purpose of real estate taxes imposed by the State of New York, County of Ontario, Town of South Bristol and the local school district.

"Improved Lot" shall mean and refer to each Lot improved with a Unit (as defined in Section 1.27 below) except that each dwelling unit of a duplex dwelling shall be deemed to be on separate Improved Lot.

"Unimproved Lot" shall mean and refer to any Lot, other than an Improved Lot no longer owned by the Developer or by a successor.

Section 1.15 "Member" shall mean and refer to every person or entity who holds membership in the Association as set forth in Section 6.01 and shall have the meaning set forth in the Certificate of Incorporation of the Association.

Section 1.16 "Mortgage" shall mean and refer to a mortgage, deed of trust or other security device and "Mortgagee" shall mean and refer to the mortgagee, beneficiary, trustee or other holder of any of the foregoing instruments.

Section 1.17 "Notes" shall mean and refer to all notes, bonds, debentures or other evidences of indebtedness issued and sold by the Association.

Section 1.18 "Note Holders" shall mean and refer to the holder of any Note and to all trustees or other representatives of one or more such holders.

Section 1.19 "Owner" shall mean and refer to any record title owner in fee simple, whether one or more persons or entities, other than the Association or the Developer, of any "Unit" or "Development" within the "Property" as hereinafter defined.

Section 1.20 "Permanent Improvements" shall mean and refer to all Buildings, Structures and other matters and things which at the time of the assessment of each "Annual Charge" as hereinafter defined, are taxable by the State of New York, County of Ontario, Town of South Bristol, or local school district, as real property under applicable law.

Section 1.21 "Property" as used herein shall mean and refer as follows:

- (i) at the time of the execution thereof, the term "Property" shall mean all of the land shown on Exhibit A annexed hereto (except the "Lodge Tract") and all presently existing Permanent Improvements built, installed or erected thereon.
- (ii) from and after the building, installation or erection of each new Permanent Improvement upon the land shown on Exhibit A annexed hereto, the term "Property" shall also include each such new Permanent Improvement.

- (iii) from and after each addition to the land subjected to the “Restrictions”, as hereinafter defined, pursuant to Article II hereof, the term “Property” shall also include each such new parcel of land and each Permanent Improvement existing on each such new parcel of land at the time that the same is subjected to the Restrictions; and
- (iv) from and after the building, installation or erection of each new Permanent Improvement on each new parcel of land referred to in subparagraph (iii) above the term “Property” shall also include each such new Permanent Improvement.

Section 1.22 “Registered Guest” shall mean a guest staying at or in a hotel owned or operated by Developer, or its successors or assigns, within the Village as hereinafter defined.

Section 1.23 “Resident” shall mean and refer to:

- (i) renter, **and their immediate families, or invitees** who actually reside on the Property under a written lease from an Owner or from a Tenant for a term of less than one (1) year and delivers an executed copy of such lease to the Board;
- (ii) Tenants as defined in Section 1.26, and their immediate families or invitees.
- (iii) Owners, and their immediate families or invitees.

Section 1.24 “Restrictions” shall mean and refer collectively to all covenants, agreements, easements, restrictions, charges, and liens created or imposed by this Declaration and are sometimes hereinafter referred to as the Bristol Harbour Restrictions, or the Bristol Harbour Village Restrictions.

Section 1.25 "Structure" shall mean and refer to any thing or device (other than trees, shrubbery [less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent living quarter (including any house trailer) or any other temporary or Permanent Improvement to such Lot. "Structure shall also mean:

- (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and
- (ii) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner.

Section 1.26 "Tenant" shall mean and refer to an individual who:

- (i) actually resides on the Property under a written lease for a term of at least one (1) year from an Owner in which such individual is named as lessee, and
- (ii) delivers an executed copy such lease to the Board.

Section 1.27 "Unit" shall mean and include:

- (i) any lot within the Property, the improvement of which is restricted to a single family residence;

- (ii) any Unit in any condominium within the Property for which a Condominium Declaration has been filed; and any parcel of land within the Property improved by an attached single-family dwelling or an attached duplex dwelling.

Section 1.28 "Village" shall mean and refer collectively to all of the Property as defined in Section 1.21, all of the Permanent Improvements as defined in Section 1.20, and all of the Residents as defined in Section 1.23.

Section 1.29 Definitions in Restated Declaration Control. If any of the foregoing definitions, including any set forth in the By-Laws of the Association, shall conflict with the provisions of the Certificate of Incorporation of the Association, as amended, the Restated Declaration shall control.

ARTICLE II

THE PROPERTY SUBJECT TO THIS DECLARATION

ANNEXATION OF ADDITIONAL LANDS

Section 2.01 Property Subject to Declaration. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of South Bristol, County of Ontario and State of New York, all of which property shall be hereinafter referred to as the "Property." The real property subject to this Declaration is known and described in Exhibit A attached hereto. Additional lands may be so annexed to the Property provided that each such annexation is approved by two-thirds (2/3) of the Members of the Association who are entitled to vote.

Section 2.02 Maximum Number of Units. No more than 874 residential Units as defined in Section 1.27 hereof may be constructed upon the Property, as defined in Section 1.21

hereof. So long as Developer, its successors or assigns shall own in fee simple any land within the Property, the said maximum number of 874 residential Units that may be constructed may not be reduced, nor may any Units not exceeding said maximum number of 874 be excluded from the enjoyment of all facilities and services of the Association. This section 2.02 may not be amended without the written consent of the Developer, its successors or assigns.

ARTICLE III ASSESSMENTS

Section 3.01 Imposition, Personal Obligation, Lien. For the purpose of providing funds for use as specified in Article V hereof, the Board shall in each year, assess against each Lot which is part of the Assessable Property a charge which shall be uniform with respect to all Lots. In making each such Assessment, the Board shall separately assess each Lot and each such Lot shall be charged with and subject to a lien for the amount of such separate assessment which shall be deemed the "Annual Charge" with respect to such Lot.

Each Owner of any Lot or Development, by becoming an Owner by acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay the Association Annual Charges and Special Assessments.

The Charges shall be fixed, established and collected from time to time as hereinafter provided. Each Charge (and any installment thereof) together with late charges, interest thereon and costs of collection as hereinafter provided shall be a Charge and continuing lien upon the Lot or Development against which the Charge is made and shall also be the personal obligation of the Owner of such Lot or Development at the time the Charge falls due.

Section 3.02 Notice of Charges. As soon as may be practical in each year, the Association shall send a written bill to each Owner stating the amount of the Annual Charge assessed against each Lot or Development stated in terms of the total sum due and owing as the Charge and that unless the Owner shall pay the Charge in twelve (12) equal monthly installments in advance each month by no later than the 30th day thereof, any such monthly installment shall be deemed delinquent and will bear interest at such rate as may be fixed by the Board of Directors from time to time from the first day of each such month until paid. Such rate shall not exceed the maximum rate of interest then permitted by law.

Section 3.03 Basis for Charges. The Owner of each Improved Lot and of each Development, shall be liable for the payment of the Annual Charges assessed against the same. The Owner of each Unimproved Lot subject to this Declaration shall be liable for the payment of Charges equal to twenty-five percent (25%) of the amount of such Charges for which Owners of Improved Lots and Developments are liable.

Section 3.04 Developer Obligation for "Additional" Improved Lots. Developer and its successors and assigns, shall, in addition to any obligation it may have as the Owner of one or more Improved Lots or Developments, pay to the Association Charges equal to the Charges payable by a number of Improved Lots, which number shall be computed as set forth below. For each calendar year the obligation of the Developer shall be determined as follows:

(1) The total number of Improved Lots within the lands subject to this Declaration as of August 28th (hereinafter referred to as the 'date of record') of each year shall be determined pursuant to that year(s) tax roll obtained from the Town of South Bristol.

(2) The total number of Unimproved Lots within such lands as of the 'date of record' of each year shall be determined pursuant to that year(s) tax roll obtained from the Town of South Bristol, and such total shall be multiplied by 0.25.

(3) The resulting adjusted number of Unimproved Lots from Step (2) shall be added to the total number of Improved Lots from Step (1).

(4) The total number from Step (3) above shall be multiplied by the year(s) Annual Charge as set forth in Section 3.01 and 3.03 hereinabove.

(5) The total from Step (4) shall be the number of "additional" Improved Lots for which Developer shall pay Association Charges for the next calendar year.

Provided, however, that if and when Developer shall no longer own any Lots other than Improved Lots and Developments, said number of "additional" Improved Lots shall automatically reduce to zero.

The number of (i) Improved Lots, (ii) Developments plus 25% of the number of hotel or motel rooms owned by Developer and situated within the lands subject to this Declaration, (iii) 25% of the number of Unimproved Lots and (iv) the number of "additional" Improved Lots for which the Developer will make payments as above, divided into the total amount which the Board of Directors shall deem to be necessary to fully fund the current budget of estimated expenses and reserves (and any operating deficits previously sustained) shall determine the Charge for each Improved Lot and Development with the Developer being assessed as provided herein and each Unimproved Lot being assessed at 25% of the amount of the Charge for Improved Lots and Developments.

Section 3.05 Enforcement of Association's Lien for Unpaid Assessments. If the Owner of any Lot shall fail to pay any monthly installment of the Annual Charge within fifteen (15)

days of the due date of such monthly installment, or any Special Assessment, in addition to the right to sue the Owner personally to recover the same, the Association shall have the right to enforce the lien hereinafter imposed to the same extent, including judicial foreclosure in the same manner as a mortgage may be foreclosed pursuant to Article 13 of the New York Real Property Actions and Proceedings Law, and the amount of the lien which may be so enforced by such foreclosure proceeding, or collected by such action against the Owner personally, shall include the unpaid installments of the Annual Charge or Special Assessment, as well as the costs of such action or proceeding, including attorney's fees, and the aforesaid interest.

Section 3.06 Power of Board to Adopt Procedures for Levying of Assessments. The Board shall have the right to adopt procedures for the purpose of making the assessments or special assessments provided for herein and for the billing and the collection of the Annual Charges, provided that such procedures are not inconsistent with the provisions hereof.

Section 3.07 Certificate as to Status of Assessments. Upon written demand by an Owner, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all of his monthly installments of Annual Charges due, (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate or, if any monthly installment of Annual Charges, or any special assessment or installment thereof has not been paid, setting forth the number of and amount of the monthly installments of Annual Charges, or the amount of such special assessment, (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificate or, which when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association

and any bona fide purchaser of, or mortgage lender, prospective holder or holder of a Mortgage on, the Lot in question.

Section 3.08 Special Assessments. In addition to the Annual Association Charge, the Association may levy in any assessment year a Special Assessment, payable in that year and/or the following year only, for the purpose of defraying, in whole or in part, the cost of (i) any construction, reconstruction or replacement of, or repair of the Association Property or to any improvements or landscaping on the Lots which the Association has the responsibility to maintain, including the necessary fixtures and personal property related thereto, and (ii) any unbudgeted, unanticipated or extraordinary expense, claim against or liability of the Association. Before levying such a Special Assessment the Board of Directors shall hold a Hearing on said proposed Special Assessment. Not less than 10 nor more than 45 days after such Hearing, the Board of Directors shall (i) for any Special Assessment for the construction of any capital improvement, (rather than the reconstruction, replacement or repair) obtain the consent of the Owners of 67% or more of all Lots who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all voting Lot Owners at least 30 days in advance, setting forth the purpose of the meeting, and (ii) for any Special Assessment, obtain the approval of not less than three-fourths (3/4) of the entire Board of Directors. The Association shall establish one or more due dates for each payment or partial payment of each Special Assessment and shall notify each Owner thereof in writing at least 30 days prior to the first such due date. Special Assessment shall be charged and collected in the same manner as Annual Association Charges.

ARTICLE IV

IMPOSITION OF AND CHARGE AND LIEN UPON PROPERTY

Section 4.01 Compliance with Covenants. Developer and every Owner by the acceptance of a Deed, and their heirs, successors and assigns by the acceptance of a Deed, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in this Declaration.

Section 4.02 Developer Not Liable for Annual Charges, Etc. Payable by Others. The covenant in Section 4.01 of this Article shall not constitute a guarantee or promise of any kind, by the Developer to pay the Annual Charge, or any other obligation, of any Owner other than Developer.

Section 4.03 Covenant to Pay Annual Charges. Developer and every Owner by acceptance of a deed further covenant:

- (i) that they will pay to the Association the Annual Charges and Special Assessments assessed by the Association in each year against the Assessable Property owned by them; and
- (ii) that the Charge, both prior to and after the assessment thereof in each year, together with the continuing obligation to pay all future Charges assessed in all future years, shall be and remain a first charge against, and a continuing first lien upon, (a) the Assessable Property, and (b) all Exempt Property to the extent that any change of ownership may result in any portion of the same becoming Assessable Property, to the end that said charge and lien shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed

upon the Assessable Property (or the Exempt Property to the extent that the same may later become Assessable Property) whether arising from or imposed by judgment or decree or by any agreement, contract, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior to the same and also the lien of any purchase money first mortgage expressed in such Deed, shall be deemed to have agreed to be personally liable for the payment of each Annual Charge or Special Assessment assessed by the Association against such Lot in each such year during any part of which such Owner holds title to such Lot.

Section 4.04 Annual Charges Inclusive of Interest and Costs. As used in this Article IV, the term "Annual Charge" and "Special Assessment" shall mean the total of the following:

- (i) the Annual Charge or Special Assessment as assessed pursuant to Section 3.01 or Section 3.08 hereof;
- (ii) the interest on delinquent Charges imposed by Section 3.03 hereof; and
- (iii) the cost of enforcing the lien as provided in section 3.05 hereof.

Section 4.05 Effect of Alteration, Removal, or Destruction of Permanent Improvement. Subject to the provisions of Article VIII below, nothing contained in these Restrictions shall prevent any Owner from changing, altering, removing or destroying any Permanent Improvement owned by him if the Annual Charge imposed hereunder with respect thereto (i) has been paid for the year in which such change, alteration, removal or destruction takes place or (ii) the Annual Charge with respect to the Permanent Improvement in question has been paid for the

year preceding such change, alteration or destruction and a bill for the Annual Charge for the then current year has not been sent by the Association under Section 3.03 hereof prior to such change, alteration or destruction.

ARTICLE V

USE OF FUNDS

Section 5.01 Application of Funds Received. The Association shall apply all funds received by it pursuant to this Declaration, and all other funds and property received by it from any source, including the proceeds of the loans referred to in Section 5.02 and the surplus funds referred to in Section 5.03, to the following, and in the order stated:

- (i) the payment of all principal and interest, when due, on all loans borrowed by the Association to the extent required under any agreement with Note Holders referred to in Section 5.02 hereof;
- (ii) the costs and expenses of the Association operations; and
- (iii) for the benefit of the Property, Owners and Tenants by devoting the same to the performance, acquisition, construction, reconstruction, alteration, enlargement, laying, renewal, replacement, repair, maintenance, operation, and subsidizing of such of the following as the Board, in its discretion, may from time to time establish or provide:

Any or all projects, services, facilities, programs, systems and properties related to recreational facilities or services; drainage systems; rights of way, walkways, curbing, gutters, sidewalks, trees, flowers and landscaping, fountains, benches, shelters, directional and informational signs, walkways, and bridges, lighting facilities; facilities for the fighting and preventing of fires; buildings, storage and maintenance yards, garages and other buildings and

facilities deemed necessary or desirable by the Board in connection with the administration, management, control and operation of the Association; parking facilities; tennis courts, playgrounds, and other related or unrelated recreation facilities; and any and all other improvements, facilities and services that the Board shall find to be necessary, desirable or beneficial to the interest of the property, Owners, and Tenants.

Section 5.02 Powers of Board Related to Borrowing. In order to secure the repayment of any and all sums borrowed by it from time to time, the Board of Directors of the Association shall have the right and power:

- (i) to assign and pledge all revenues received, and to be received, by it under any provision of this Declaration, including, but not limited to, the proceeds of the Annual Charges or Special Assessments payable hereunder;
- (ii) to enter into agreement with Note holders with respect to the collection and disbursements of funds, including, but not limited to agreements wherein the Association covenants:
 - (a) to assess the Annual Charges and special assessments on a given day in each year and, subject to the limitation on amount specified in Section 3.01 hereunder, to assess the same at a particular rate or rates;
 - (b) to establish capital reserve funds for the purpose of improving, expanding, upgrading, installing, purchasing, constructing, reconstructing, rehabilitating, renovating, or replacing, properties,

facilities, structures, systems, utilities, or the like, owned or operated or to be owned or operated by the Association.

- (c) to apply all funds received by the Association first to the payment of all principal and interest, when due, on such loans, or to apply the same to such purpose after providing for costs of collection;
- (d) to establish such collection, payment and the lien enforcement procedures as may be required by the Note Holders;
- (e) to provide for the custody and safeguarding of all funds received by the Association.

The amount, terms, rate or rates of all borrowing and the provisions of all agreements with Note Holders shall be subject solely to the decision of the Board acting in its absolute discretion.

Section 5.03 Right to Carry Surpluses Forward to Capital Reserve. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Charges, or otherwise, and may carry forward to the capital reserve, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the Annual Charge in succeeding years, but may carry forward to the capital reserve from year to year such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purpose.

Section 5.04 Right to Let Contracts for Services. The Association shall be entitled to contract with any other corporation, firm or other entity for the performance of the various duties imposed on the Association hereunder

ARTICLE VI

MEMBERSHIP, VOTING RIGHTS

Section 6.01 Members. The Association shall have as Members only Owners. All Owners shall, upon becoming such, be deemed automatically to have become Members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any of the interests described in Sections 1.10, 1.11, 1.13, 1.14, 1.20, 1.21, or 1.27 hereof.

Section 6.02 Membership and Voting Rights. The membership and voting rights of Members of the Association shall be as set forth in the Amended Certificate of Incorporation and By-Laws of the Association.

Section 6.03 Voting; Mortgagee's Control of Votes. Each Owner shall be entitled to only one (1) vote, no matter how many Lots or Homes are owned. If an institutional first mortgage lender whose name appears on the records of the Association: (i) holds a mortgage on a Lot which prohibits the mortgagor from voting contrary to the interest of the mortgagee; and (ii) notifies the Association prior to the date or initial date of the canvass on the vote to be taken of its position on the matter being voted upon, a vote of the Lot Owner contrary to the position of such mortgage lender shall not be counted in such canvass.

Section 6.04 Assigning Right to Vote. Any Owner shall be entitled to assign such Owner's right to vote, by power of attorney, by proxy or otherwise, provided that such assignment is made pursuant to the By-Laws of the Association.

Section 6.05 Selection, Powers and Duties of Directors. The nomination, election, powers and duties of the Board of Directors and the filling of vacancies on the Board of Directors shall be governed as set forth in the By-Laws of the Association.

Section 6.06 Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, judgments, decrees, fees, penalties or amounts paid in settlement, reasonably incurred by or imposed upon such director or officer in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer of the Association, whether or not such person is a director or officer at the time such expenses are incurred, except that no such indemnification shall be made if a judgment or other final adjudication adverse to such director or officer establishes that: (i) the acts of the director or officer were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated; or (ii) such director or officer (or a member of such director's or officer's family) personally gained a financial profit or other advantage to which such beneficiary was not legally entitled; provided, that in the event of a settlement or other nonadjudicated disposition, the indemnification herein shall apply only when the Board of Directors of the Association approves such settlement as being in the best interests of the Association. Funds to cover the above expenses, including fees of counsel, may be advanced by the Association, prior to the final disposition of the matter, upon receipt of an undertaking by or on behalf of the recipient to repay such amounts if it shall ultimately be determined that: (i) the recipient is not entitled to indemnification; or (ii) where indemnification is granted, the expenses so advanced exceed the amount to which such officer or director is entitled.

ARTICLE VII

PROPERTY RIGHTS

Section 7.01 Easement of Enjoyment in and to Association Land. Every Member Unit Owner and/or Tenant shall have a right and easement of enjoyment in and to Association Land and such easement shall be appurtenant to and shall pass with any of the interests described in Sections 1.10, 1.11, 1.13, 1.14, 1.20 or 1.21, 1.26 or 1.27 hereof. All such rights and easements are subject to the right of the Association, in accordance with the Certificate of Incorporation, and By-Laws:

- (i) to limit the number of invitees of Members in or upon any Association Land or any facilities located thereon and only Members who pay Association fees will have rights to the recreational facilities; excepting the registered guests of a Development may use all recreational facilities except the Community Center;
- (ii) to charge reasonable admission and other fees for the use of any recreational facilities situated upon Association Land;
- (iii) to borrow money for the purpose of improving Association Land and/or amenities owned or leased by the Association and in aid thereof to mortgage the same;
- (iv) to suspend the voting rights (including Board Members) and the right to use any Village facilities by a Unit Owner or Tenant for any period during which any dues or any assessment remain unpaid for a period of 45 days, or during which a violation of the Bristol Harbour Village Restrictions exists; and for a period not to exceed 30 days for any infraction of rules and regulations adopted and promulgated by the Association;
- (v) to grant easements or rights of way to any public utility corporation or public agency;

(vi) to dedicate or transfer all or any part of the Association Land to any municipality, public agency or authority or to the State of New York as provided in the Association's Charter, for such purposes and subject to such conditions as may be agreed to by the Association and such transferee. No such dedication or transfer shall be effective unless an instrument signed by the Members entitled to cast two-thirds (2/3) of the votes has been properly filed among the records of the Association, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the meeting at which such instrument is first presented for signature.

Section 7.02 Limitations on Right of Enjoyment in Association Land. The right of enjoyment in Association Land shall automatically extend to all Residents, however, the Board may promulgate reasonable limitations on the exercise of such right of enjoyment or to any use of Association Land by any guest or invitee of any Member.

ARTICLE VIII

ENVIRONMENTAL COMMITTEE; ENVIRONMENTAL CONTROL

Section 8.01 Composition and Authority of Environmental Committee. The "Environmental Committee" shall be composed of those three or more individuals so designated from time to time by the Board. Each Committee member shall be either an Owner or Tenant. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Environmental Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. Any actions

taken or decisions rendered by the Environmental Committee shall be subject to approval by the Board.

Section 8.02 Approval of Plans and Specifications. No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which changes the exterior appearance thereof, nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Environmental Committee. All plans and specifications shall be in specified form and shall contain required information inclusive of adverse environmental impact considerations, as may be required by the Environmental Committee.

Section 8.03 Basis for Disapproval of a Variance Request by Environmental Committee. The Environmental Committee may disapprove any variance request submitted pursuant to Section 8.02 above for any of the following reasons:

- (i) failure of such variance request to comply with any protective covenants, conditions and restrictions, including those contained in this Declaration, and which benefit or encumber the Lot or other portion of this Property;
- (ii) failure to include information in such variance request as requested;
- (iii) objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking, height, bulk or appropriateness;
- (iv) incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity;

- (v) failure of proposed improvements to comply with any zoning, building, health, or other governmental laws, codes, ordinances, rules and regulations;
- (vi) any other matter which in the judgment and sole discretion of the Committee would render the proposed improvements, use or uses inharmonious or incompatible with the general plan of improvements of the Property or portion thereof: not consistent with the approved architecture, materials and colors utilized throughout Bristol Harbour, not comparable quality;
- (vii) any variance requiring a building permit or other official document according to local/state/federal law will require conditional approval; such variance will be granted only when the above documentation has been obtained from the appropriate authority and to the Environmental Committee.

Section 8.04 Approval of Environmental Committee. Upon approval or qualified approval by the Environmental Committee of any plans submitted pursuant to Section 8.02 above, the Environmental Committee shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record (together with such qualifications or conditions if any), and, if requested by the applicant, shall provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or portion of the Property shall be final as to such Lot or portion of the Property and such approval may not be revoked or rescinded thereafter provided

(i) the improvement or uses approved are not substantially changed or altered; (ii) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in this Declaration which benefit or encumber the Lot or portion of the Property, and (iii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance. Approval of any plans for use in connection with any Lot or portion of the Property shall not be deemed a waiver of the right of the Environmental Committee to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or portion of the Property. Unless stated otherwise, the Owner will be responsible for any future maintenance issues associated with the approved variance. This responsibility is passed on to all future Owners of the Lot or Home for which the variance was approved.

Section 8.05 Written Notification of Disapproval. In any case where the Environmental Committee disapproves any plans submitted hereunder, the Environmental Committee shall so notify the applicant in writing, together with a statement of the grounds upon which such action was based as set forth in Section 8.03 above. The applicant may appeal a disapproval, as well as penalties and fines, to the Board of Directors.

Section 8.06 Failure of Board of Directors to Act. If an applicant has not received notice from the Environmental Committee within 60 days of a “confirmed” submission of plans, as required by Section 8.02 above, the plans shall be deemed approved.

Section 8.07 Environmental Committee’s Right to Make Rules and Regulations. The Environmental Committee may make rules and regulations governing the design of plans to be

submitted for approval or with respect to the approval or disapproval of certain types of alterations, additions or modifications to improvements or uses provided, however, that no such rule or regulation shall be deemed to bind the Environmental Committee to approve or disapprove any plans submitted for approval or to waive the exercise of the Environmental Committee's discretion as to such plans and provided further that no such rule or regulation shall be inconsistent with the provisions of the Declaration or any applicable governmental law, code, ordinance, rule or regulation. The Committee shall keep a record of said Rules and Regulations available for inspection and comment by the Owners.

Section 8.08 Records of Meetings; Regulations. The Environmental Committee shall keep minutes of its meetings and maintain records of all votes taken at its Meetings. The Environmental Committee shall make such records and current copies of its rules and regulations available at a reasonable place and at reasonable times for inspection by all persons.

Section 8.09 Notice to Abate Violation; Lien for Cost of Abatement. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Environmental Committee pursuant to the provisions of this Article VIII, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of this Article VIII and without the approval required herein, and, upon written notice from the Environmental Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon

such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as the lien for Annual Charges) upon the Lot in question.

Section 8.10 Certificate of Compliance. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Environmental Committee, the Environmental Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owner. Any certification of compliance issued in accordance with the provisions of this Section 8.10 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot and the use or uses described therein comply with all the requirements of this Declaration.

Section 8.11 Right to Inspect. Any agent of the Association or of the Environmental Committee may at any reasonable time or times and on reasonable notice, enter upon and inspect any Lot and any Improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof, and neither the Association nor the Environmental Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE IX

GENERAL COVENANTS AND RESTRICTIONS

Section 9.01 Actions Prohibited Without Prior approval of Association. Without the prior written approval of the Association:

- (i) No previously approved Structure shall be used for any purpose other than that for which it was originally designed;
- (ii) No Lot shall be split, divided, or re-subdivided for sale, resale, gift, transfer or otherwise;
- (iii) No facilities, including poles and wires, for the transmission of electricity, telephone, messages, and the likes shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained, except such antennas or satellite dishes as have been approved by the Association prior to installation as to location and method of affixation, or satellite dishes measuring 1 meter or less in diameter;
- (iv) No boat, boat trailer, trailer, recreational vehicle or any similar items shall be stored in the open on any Lot, and
- (v) No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot. The Association in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the

Association may mark certain trees, regardless of size, as not removable without its written consent.

Section 9.02 Animals, Etc. No birds, animals, reptiles, or insects shall be kept or maintained on any Lot except for domestic purposes. No domestic animal shall be permitted to run at large on the Property. Any dog while outside of a Unit or Lot, be restrained by an adequate collar or invisible fence, leash or confined in a pet carrier and shall be accompanied by its Owner or a responsible person able to control the animal. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the property without the express written consent of the Board. The Board may, from time to time, publish and impose reasonable regulations limiting the type and number of animals that may be kept on any Lot, and their conduct on the property.

Section 9.03 Signs. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. The Environmental Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Signs or other advertising devices may be erected and maintained upon any portion of the Property zoned for commercial uses if approved by the Environmental Committee.

Section 9.04 Only Units to be Used as Residences. No temporary building, trailer, garage, or building in the course of construction or other Structure other than a Unit shall be used temporarily, or permanently, as a residence on any Lot.

Section 9.05 Storage and Disposal of Trash, Refuse and Other Materials.

- (i) No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure.

- (ii) If household trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making the pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from the adjacent and surrounding property.
- (iii) The Environmental Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

Section 9.06 Utility Lines and Conduits; No Boring, Mining, Etc. No utility line or conduit including water pipes, gas pipes, sewer pipes or drainage pipes shall be installed or maintained on any Lot above the surface of the ground, except conduits placed above ground in locations where the same have been approved by the appropriate governmental officials, and except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 9.07 Trimming and Pruning. The Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Board, by reason of its location upon the Lot or the height to which has been permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given at

least fifteen (15) days prior written notice and an opportunity to comply with the Board's directive before such action is taken by the Association.

Section 9.08 Sewage Disposal Limitations. No sewage containing high foam detergents, potentially hazardous materials, or other chemicals which cannot satisfactorily be absorbed by the normal operation of the common sewage disposal system shall be permitted to flow into the same. The Environmental Committee may promulgate rules and regulations limiting the use of other chemicals and pesticides which it may deem harmful to the Village environment, to adjacent properties, or to Canandaigua Lake.

Section 9.09 Maintenance Responsibilities of Units and Structures Erected at/within Bristol Harbour Village. All homes, townhouses, parking structures, comfort facilities, utility buildings and / or commercialized structures (i.e. Hotels, Restaurants, Community Centers) erected within Bristol Harbour Village shall be maintained by the individual property Owner(s) and / or Developer(s).

The Environmental Committee and / or Bristol Harbour Village Association Board of Directors, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the maintenance and appearance of applicable Units and / or structures within Bristol Harbour Village.

All applicable Units and / or structures within Bristol Harbour Village shall be subject to the enforcement provisions pursuant to Article XIV of this Declaration.

ARTICLE X

EASEMENTS

Section 10.01 Easements Reserved to Developer and Association. Easements and rights-of-way are hereby expressly reserved to Developer, and to the Association, their successors and assigns, in, on, over and under the "Easement Area," as hereinafter defined, of each Lot, for the following purposes:

- (i) For the erection, installation, construction and maintenance of (i) lighting poles, wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna, television cables and other utilities and similar facilities, and storm-water drains, public and private sanitary and storm sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility facility, service or function, whether above ground or underground; and
- (ii) For slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by Developer, the Association, their successors or assigns, or which might create erosion or sliding problems, or change, obstruct or retard drainage flow.
- (iii) Developer and its respective agents, successors and assigns, shall have the right to enter upon all parts of the Easement Area or each Lot for any of the purposes for which said easements and right-of-way are reserved.

- (iv) The Association shall also have the right, at the time of, or after, grading or re-grading any street, or any part thereof, to enter upon any abutting Lot to grade the portion of such Lot adjacent to such street to a slope of 2 to 1, but there shall be no obligation to do such grading or to maintain the slope.

Section 10.02 Easement Areas. The term "Easement Area," as used herein, shall mean and refer (i) to those areas of each Lot with respect to which easements are shown on the recorded subdivision plat relating thereto; or (ii) if no easements are shown on any such plat, to a strip of land within the lot lines of each Lot ten (10) feet in width in the front and rear of the Lot and (except in the case of attached dwellings having a zero set back on one or more sides) five (5) feet in width on each side, each said distance being measured in each case from the Lot line toward the center of the Lot.

Section 10.03 Notification to Abutting Owners. The Association will notify abutting Lot Owners prior to the commencement of repairs, modifications or improvements to the easement area(s), for work performed by the Association.

ARTICLE XI

ZONING AND SPECIFIC RESTRICTIONS

Section 11.01 Bristol Harbour Village Restrictions; Conflicts with Zoning, Etc.

The Bristol Harbour Village Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules and regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases, or the Bristol Harbour Village Restrictions shall be taken to govern and control.

ARTICLE XII

RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

Section 12.01 Residential Lots. The provisions of this Article XII shall relate solely to Lots zoned for residential purposes.

Section 12.02 Use of Lot for Profession or Home Industry. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon without the specific written approval of the Board, except for a virtual or home office. The Board in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. Certain other activities, without limitation, may be permitted by the Board in its discretion, provided the same are not grossly incongruous with the primary use of a lot for residential purposes and do not or will not violate any local law or ordinance.

Section 12.03 Outside Clothes Drying; Machinery. No clothing or any other household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the Environmental Committee. No machinery shall be placed, or operate, upon any Lot except such machinery as is usual in maintenance of a private residence.

Section 12.04 Variances Issued by Environmental Committee. Notwithstanding other provisions herein, the Environmental Committee may authorize any Owner with respect to his Lot to:

- (i) temporarily use a single family dwelling house for more than one family.
- (ii) maintain a sign other than as expressly permitted herein;
- (iii) locate Structures other than the principal dwelling house within set-back

area;

or

- (iv) use Structures other than the principal dwelling house for residence purposes on a temporary basis.

Section 12.05 Lot Maintenance. Lot Owners are responsible to maintain their Lots and any improvements constructed upon them, in a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property. Any maintenance, repair or replacement necessary to preserve the appearance and value of the property, which is occasioned by a negligent or willful act or omission of an Owner, shall be made at the cost and expense of such Lot Owner, if performed by the Association. If such maintenance, repair or replacement is performed by the Association, due to said Lot Owners refusal or negligent, it shall not be regarded as a common expense, but shall be considered a special expense allocable to the specific Lot and such cost shall be added to that Lot Owner's assessment and, as part of the assessment, shall constitute a lien on the Lot to secure the payment thereof.

The Association and its employees, contractors and agents shall, upon reasonable notice to the Lot Owner(s) have the right to enter upon the Lot at any reasonable hour to carry out its functions as provided for in this Section.

ARTICLE XIII

INSURANCE AND RECONSTRUCTION

Section 13.01 Insurance to be Carried. The Board of Directors of the Association shall obtain and maintain (and review at least once each year) with such deductible amounts as the Board of Directors shall deem appropriate: (1) fire and casualty insurance for Association Property; (2) liability insurance for occurrences on the Association Property; (3) directors' and officers' liability insurance covering wrongful acts of officers and directors of the Association, (4) fidelity bond covering those who handle Association funds, as follows:

1. Fire and Casualty. The policy shall cover the interests of the Association, the Board of Directors and all Homeowners and mortgagees as their interests may appear. Coverage shall be for the full replacement value, if available, (without deduction for depreciation) with an Agreed Amount Endorsement (if available), and, at the option of the Board of Directors, improvements and betterments.

The policy shall be written on an ALL RISK Basis and include as a minimum the following provisions, endorsements and coverages: (i) extended coverage, including interior sprinkler leakage (if applicable), debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage, (ii) a provision that adjustment of loss shall be made by the Board of Directors and, at the option of the Board of Directors Inflation Guard coverage and/or Terrorist Act of 2002 coverage.

Prior to obtaining any new fire and casualty insurance policy, the Board of Directors shall obtain an estimate as to the full replacement value (without deduction for depreciation) of the improvements on the Property (exclusive of land and foundations) for the

purpose of determining the amount of fire and casualty insurance to be effected pursuant to this Section.

2. Liability. The liability insurance shall cover the Association, directors and officers of the Association, the managing agent, if any, and all Owners as their interests may appear, but not the liability of Owners arising from occurrences within such Owner's Home or on such Owner's Lot. The policy shall include the following endorsements: (i) comprehensive general liability including bodily injury, property damage and personal injury, (libel, slander, false arrest and invasion of privacy), (ii) medical payments, (iii) cross liability under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured, (iv) "severability of interest" precluding the insurer from denying coverage to an Owner because of negligent acts of the Association or any other Owner, (v) contractual liability, and (vi) deletion of the normal products exclusion with respect to events sponsored by the Association.

Coverage may not be canceled or suspended (including cancellation for nonpayment of premium) or substantially modified without at least 30 days' prior written notice to the insureds (10 days for non-payment of premium), including all known mortgagees of Homes or Lots as shown on the records of the Association. The Board of Directors shall review such coverage at least once each year.

The primary policy for this public liability insurance shall be in a single limit of \$1,000,000.00, or a greater amount, covering all claims for bodily injury and property damage arising out of a single occurrence.

The Association shall also carry an Excess Liability policy that provides an additional \$1,000,000.00 or a greater amount covering all claims for bodily injury and property damages arising out of a single occurrence.

3. Directors' and Officers' Liability. The Association shall carry a primary Directors and Officers Liability with a limit of \$1,000,000.00 or more, and an Excess Liability policy that provides an additional \$1,000,000.00 or a greater amount. Any directors' and officers' liability insurance obtained by the board of Directors shall cover the "wrongful" acts (wrongful performance or failure to perform) of a director or officer of the Association. The policy shall be on a "claims made" and shall include all prior officers and members of the Board of Directors, and any deductible provision shall apply only to each claim. The policy shall provide for "participation" by the Association or by the officers or directors of the Association only to the minimum extent permitted by law or applicable government regulations.

4. Fidelity Bond. The fidelity bond shall cover all directors, officers and employees of the Association and the Association's managing agent, if any, who handle Association funds. The bond shall name the Association as obligee and be in an amount not less than a sum equal to three months' aggregate assessments on all Lots, plus the amount of reserves and other funds on hand. It shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and shall provide that the bond may not be cancelled or substantially modified except for cancellation for non-payment of premium, without at least 30 days' prior written notice to the Association. For cancellation for non-payment of premium at least 10 days prior written notice must be given to the fore mentioned entities.

Other Insurance. The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time including “umbrella” catastrophe coverage, and hired and non-owned vehicle coverage.

No Liability for Failure to Obtain Above Coverages. The Board of Directors shall not be liable for failure to obtain any of the coverages required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost.

ARTICLE XIV

ENFORCEMENT, AMENDMENT, DURATION AND INTERPRETATION OF DECLARATION

Section 14.01 Declaration Runs With the Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to the Declaration) covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of the Declaration including personal responsibility for the payment of all charges that may become liens against his, her or its property and which become due while he, she or it is the Owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 14.02 Enforceability.

(i) Actions at Law or Suits in Equity. The provisions of the Declaration shall bind the Property and shall be construed as running with the land and shall inure to the benefit of and be enforceable by the Association (being hereby deemed the agent for all of the

Homeowners), and by any member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

(ii) Penalties and Fines. In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation of this Declaration or of the By-Laws or of the rules and regulations of the Association or any committee of the Association and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against an Owner shall be deemed a Special Assessment against the Lot of such Owner or on which the Home occupied by such occupant is located and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Owner, and shall be collectible in the same manner as Assessments under Article III of this Declaration. Penalties and fines may be appealed to the Board.

Section 14.03 No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior or subsequent thereto. No liability shall attach to the Association (or any officer, director,

employee, member, agent, committee or committee member) or to any other person or organization for failure to enforce the provisions of the Declaration.

Section 14.04 Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is: (1) the Owner; or (2) any family member, tenant, guest or invitee of the Owner; or (3) a family member or guest or invitee of the tenant of the Owner; or (4) a guest or invitee of (i) any member of such Owner's family or (ii) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot owned by such Owner.

Section 14.05 Notification to Association of Mortgagees and Default Notices to be Sent to Mortgagees. The Association shall be notified by each Owner or such Home Owner's mortgagee of the name and address of the mortgagee of any mortgage on such Owner's Home. Upon receipt of such notice, the Association shall thereafter provide such mortgagee with a duplicate copy of any notice of default sent to such Owner with regard to the violation, by such Owner, of any provision of this Declaration.

Section 14.06 Amending Declaration. The affirmative vote of Owners of two-thirds (2/3rds) or more of the total number of Lots shall be required for approval of a proposed amendment, except that no amendment which substantially affects the interest of any lending institution shall be effective if lending institutions which together are first mortgagees on 51% or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed amendment, that they are opposed to such amendment, which opposition must not be unreasonable. Written notice of any proposed amendment which substantially affects the

interest of any lending institution first mortgagee shall be sent to all such lending institution first mortgagees whose names appear on the records of the Association at least 30 days prior to the date or initial date set for voting on the proposed amendment.

So long as the Developer holds title to any portion of the Property covered by this Declaration, the written consent of the Developer will be required for any amendment which adversely affects a substantial interest or right of the Developer, which consent must not be unreasonably withheld.

No amendment shall terminate, extinguish or adversely modify any easement granted in this Declaration which benefits Lots or Homes, except with respect to those Lots or Homes whose Owners specifically consent in writing to such termination, extinguishment or modification, except as provided in Section 14.08 of this Declaration.

No Amendment shall be adopted that overrides or nullifies approvals or directions that have been promulgated by the New York State Department of Environmental Conservation, Public Service Commission, or Department of Health.

Section 14.07 Owner Responsible for Tenants and Guests. Any lease of a Home or Unit shall provide and specify in writing within the lease specific reference to the "Declaration" and that the tenant shall comply in all respects with the terms of the Declaration, By-Laws, and rules and regulations, if any, of the Association. If a tenant or any guest of an Owner is in violation of this Declaration, or the By-Laws or rules and regulations of the Association, the Board of Directors shall so notify the Owner of the Unit or Home which such tenant occupies or who hosted such guest, in writing by certified mail, return receipt requested. If the violation is not corrected or eviction proceedings are not commenced against the tenant within 14 days after the Owner has received notice of such violation, and diligently pursued thereafter, the Board of

Directors may pursue any remedies which it may have pursuant to Section 11.02 of this Declaration, including evicting the Tenant.

Section 14.08 Duration and Termination. This Declaration shall continue with full force and effect perpetually unless terminated or its duration shortened by the affirmative vote of not less than 90% of the total number of Owners after a Hearing is held.

The date or initial date for the canvass of the vote on any proposed termination shall be not less than 30 nor more than 45 days after the Hearing. Notice of such vote, containing the date, duration, time and place of the canvass thereof, and a form of ballot, shall be mailed or delivered to all Owners not less than 14 days prior to the date of or initial date set for the canvass thereof.

Section 14.09 When Amendment or Termination Becomes Effective. Any amendment or termination of this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the Recording Office and upon such recording shall be binding from the date of such recording on all the Property unless specifically provided in such amendment or termination. Such instrument need not contain the written consent of the required number of Owners but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

Section 14.10 Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof.

Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the

construction or interpretation of the Association. The Association may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interests of the Homeowners and residents of the Property for the purpose of preserving and maintaining the Property as a high quality community.

In granting any permit, authorization, or approval, as herein provided, the Association may impose any conditions or limitations thereon as it shall deem advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding paragraph hereof.

Section 14.11 Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 14.12 Effect of Unenforceability or Invalidity of Provision of Declaration. The determination by any court that any provision of this Declaration is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

ARTICLE XV

GENERAL

Section 15.01 Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretation of the content thereof.

Section 15.02 Notice. Any notice required to be sent to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person or entity appearing as Owner or mortgagee on the records of the Association at the time of such mailing. All Owners are required to provide the Secretary of the Association, or to a person designated by the Secretary, a current mailing address to which official Association notices may be sent.

Section 15.03 Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation or trust and, upon such assignment, the successor corporation or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the successor corporation or trust had been an original party, and all references herein to the Board of Directors shall refer to the Board of Directors (or trustees) of such successor corporation or trust. Any such assignment shall be accepted by the successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association. If, for any reason, the Association shall cease to exist without having first assigned its rights hereunder

to a successor corporation or trust, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition the court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation or trust to take over the duties and responsibility of the entity to exist, subject to the conditions provided for herein with respect to an assignment and delegation to a successor corporation or trust.

Section 15.04 Right of Association to Transfer Functions. Unless otherwise specifically prohibited herein or within the Certificate of Incorporation or By-Laws of the Association, any and all functions of the Association shall be fully transferable in whole or in part to any other owners' or residents' association or similar entity.

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EXHIBIT A

Property owned by Declarant, Bristol Recreation Systems, Inc., and subject to the Declaration and Agreement of Covenants, Easements, Charges and Liens by and between Bristol Recreation Systems, Inc., and Bristol Harbour Village Association, Inc.

The property subjected to and burdened and bound by the within covenants, easements, charges and liens is all those lots or parcels of ground described in the following deeds recorded in the office of the Clerk of the County of Ontario, State of New York:

Liber 694 of Deeds at Page 581, recorded 12/3/68
Liber 694 of Deeds at Page 585, recorded 12/3/68
Liber 694 of Deeds at Page 589, recorded 12/3/68

EXCEPTING THEREFROM Lots 5, 6, 7, 8, 10, 11, 12, 16, 17, 18, 19, 21, 24 and 32 of Bristol Harbour Village Subdivision, Section I as shown on a map prepared by Harnish and Lookup and filed in the Ontario County Clerk's Office as Map 4686.

AND FURTHER EXCEPTING THEREFROM the following described premises which shall be conveyed by Bristol Recreation Systems, Inc. to Bristol Sewerage Disposal Corporation:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of South Bristol, County of Ontario, State of New York bounded and described as follows:

BEGINNING at a point on the easterly line of a proposed street known as Cape Way, as shown on a plan of Section No. 1, Bristol Harbour Village prepared by Harnish & Lookup, Assoc. and dated March 31, 1969, said point of beginning being the following courses and distances from the intersection of the southerly line of land owned by Bristol Recreations Systems, Inc. with the centerline of Seneca Point Road, N 72° 03' W along said southerly line, 302.60 feet to a point and N 5° 30" W, 269.49 feet to said point of beginning, and running thence

from said point of beginning, S 5° 51' 30" E, 269.46 feet to a point; thence the following courses and distances along the southeasterly line of land owned by Bristol Recreation Systems, Inc., S 83° 37' 30" W, 132.61 feet to an iron pipe, S 42° 02' 20" W, 53.10 feet to an iron pipe and S 65° 43' 50" W, 415.49 feet to an iron pipe at the top of the bank on the westerly side of Seneca Point Gulley; thence the following courses and distances along the top of the bank on the westerly side of Seneca Point Gulley, N 38° 41' W, 104.22 feet to a point, N 51° 33' W, 111.55 feet to a point, N 61° 20' W, 172.57 feet to a point, N 57° 36' 30" W, 245.23 feet to a point, N 48° 08' 40" W, 191.49 feet to a point, N 52° 35' 30" W, 244.28 feet to a point, N 26° 38' 10" W, 359.27 feet to a point and N 5° 15' 20" W, 216.60 feet to a point; thence S 75° 31' 30" E, 393.38± feet to a point marking the most westerly corner of Greenbelt "J", as shown on a plan of Section No. 2, Bristol Harbour Village, prepared by Harnish & Lookup, Assoc. and dated July 7, 1969; thence the following courses and distances along the southerly lines of said Section No. 2 and Section No. 1, Bristol Harbour Village, as shown on a plan by Harnish & Lookup, Assoc. dated March 31, 1969, S 63° 45' E, 300.39 feet to a point, N 87° 15' E, 425.56 feet to a point, S 32° 45' E, 234.78 feet to a point, S 43° 15' E, 152.55 feet to a point and S 70° 00' E, 273.93 feet to a point on the westerly line of a proposed street, known as Cape Way; thence S 56° 00' W along the westerly line of Cape Way, 37.08 feet to a point; thence S 14° 54' 20" E crossing the southerly terminus of Cape Way, 52.91 feet to the point and place of beginning.

EXCEPTING AND RESERVING FROM THE ABOVE PREMISES, a right of way and easement 30 feet in width southerly from and adjacent to those courses above described as being the southerly lines of Section 1 and Section 2, Bristol Harbour Village, said easement and right of way to be used for walkway and driveway from Cape Way to land reserved by Bristol Recreation Systems, Inc. adjacent to Seneca Point Gulley.

EXHIBIT "A"

Description of Additional Lands Subject to
Bristol Harbour Village Restrictions Under
Instrument Entitled Declaration of Annexation.
Dated October 24, 1978

(Easterly Parcel 2 – Audubon Parcel)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of South Bristol, County of Ontario and State of New York, and being part of Lot No. 13 in the Gore, so called, bounded and described as follows: Beginning at a point in the center of the Seneca Point Road or highway at its intersection with the south line of the Eaton right of way recorded in Ontario County Clerk's Office in Liber 401 of Deeds, page 390, running thence easterly along the south line of said right of way to the lands owned by Cliffcombe Company, thence southerly along the westerly line of lands owned by the said Cliffcombe Company to the lands of the Seneca Falls Hunting Club, thence westerly along the lands of the said Seneca Falls Hunting Club to the center of the Seneca Point Road or highway, and thence northerly along the center of said highway to the point or place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND lying and being in the Town of South Bristol, County of Ontario and State of New York, being part of Lot No. 13 in the Gore (so called) bounded and described as follows: Beginning at a point in the center of Seneca Point Highway at its intersection with the center of a gully running to Canandaigua Lake, being the southwest corner of the lands of Byron H. Lafler; thence northerly along the center of the highway, 200 feet to a point; thence easterly in a straight line to a point in the west line of the lands of the Cliffcombe Company; thence southerly along the west line of the lands of the Cliffcombe Company lands 200 feet to the center of the said gully; thence westerly up the center of the said gully to the place of beginning. Said parcel being 200 feet front and rear taken from the south end of the second parcel conveyed by Charlotte B. Eddy to Bryon H. Lafler and Pearl Lafler by deed dated January 2, 1929 and recorded in Ontario County Clerk's Office January 21, 1929 in Liber 350 of Deeds, page 612.

Being and intended to describe the property acquired by Declarant by Deed recorded in the Ontario County Clerk's Office on November 12, 1973, in Liber 732 of Deeds at Page 1041.

(Westerly Parcel 2 – German Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of South Bristol, Ontario County, New York, and bounded and described as follows: Being in Township No. 8 in the third range of Townships, lying on the west side of Canandaigua Lake bounded on the north by the north line of said Town and lands of B. F. Coye; on the east by lands of B.F. Coye and the center of the highway leading from Seneca Point to Canandaigua; on the south by lands of Jacob Patterson and on the west by lands of Abbie C. Johnson and lands of Lucia C. Beeman.

Containing one hundred and five acres be the same more or less.

Being and intended to describe a part of the property acquired by Declarant by Deed recorded in the Ontario County Clerk's Office on May 11, 1976, in Liber 719 of Deeds at Page 512.

(Westerly Parcel 3 – Stewart Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of South Bristol, Ontario County, New York, bounded and described as follows: Beginning at a point on the southerly line of land now or formerly owned by Fred German, as conveyed by deed recorded in Ontario County Clerk's Office in Liber 670 of Deeds at Page 459, said point being the following courses and distances from the intersection of the centerline of Seneca Point Road with the centerline of Coy Road, said Coy Road centerline also being the town line between the Town of South Bristol on the south and the Town of Canandaigua on the north, southerly, as measured along the centerline of Seneca Point Road 1457 feet more or less to a point marking the southeasterly corner of said German property and N 82° 23' 08" W as measured along said German property 333.09 feet to said point of beginning and running thence from said point of beginning S 42° 45' 10" W 511.97 feet to a point; thence S 12° 40' 30" W 250.00 feet to an iron stake on the northerly line of land now or formerly owned by Louis Privatera, as conveyed by deed recorded in said Clerk's Office in Liber 584 of Deeds, Page 555; thence N 82° 47' 30" W along the northerly line of said Privatera property and passing through an iron stake 1988.53 feet distant and continuing on the same course 12.36 feet farther to a point on the centerline of Seneca Point Gully; thence northerly and northwesterly along the centerline of Seneca Point Gully as it winds and turns to a point on the Southerly line of the aforementioned German property, said point being the following courses and distances from the last mentioned point on the northerly line of the Privatera property, N 18° 33' 30" W 50.77 feet to a point, N 37° 31' E 168.95 feet to a point, N 7° 41' W 69.51 feet to a point, N 35° 48' 30" W 150.27 feet to a point, N 74° 20' W 50.00 feet to a point, S 79° 03' 30" W 73.59 feet to a point, N 81° 30' W 90.00 feet to a point, N 33° 29' W 120.70 feet to a point, N 52° 15' 30" W 134.37 feet to a point, N 46° 30' W 45.00 feet to a point, N 16° 50' W 73.72 feet to a point, N 5° 18' W 53.79 feet to a point and N 43° 26' W 38.41 feet to a point; thence S 82° 23' 08" E and passing through an iron stake 148.91 feet distant and continuing on the same course and passing through another iron stake located 2483.30 feet distant farther and continuing on the same course 257.50 feet farther to the point and place of beginning comprising an area of 35.827 acres according to a survey by Douglas Wallace dated December 19, 1969, revised to August 28, 1972, by Harnish & Lookup, Assoc., (said survey being entitled "Lands of Florence H. Stewart, Town of South Bristol, Ontario County, New York", which said survey is to be filed in said Clerk's Office).

Being and intended to describe the property acquired by Declarant by Deed recorded in the Ontario County Clerk's Office on November 30, 1972, in Liber 724 of Deeds at Page 1009.

(Westerly Parcel 4 – Privatera Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of South Bristol, County of Ontario and State of New York, being in Town Lots Nos. 10 and 14, bounded and described as follows:

BEGINNING at a point in the centerline of Seneca Point Road at the northeasterly corner of lands conveyed by Myrtle L. Parkhouse to Louis Privatera by deed dated January 23, 1956 and recorded in Ontario County Clerk's Office February 15, 1956 in Liber 584 of Deeds at page 555, said point being 2134 feet ± southerly of the centerline of Coy Road, being a Town Line of the Town of South Bristol; thence South 23° 53' W, a distance of 105.00 feet along the centerline of Seneca Point Road to the point and place of beginning; thence (1) South 25° 19' 30" West, a distance of 998.87 feet to the southeasterly corner of lands so conveyed to Louis Privatera; thence (2) North 82° 33' West along the southerly line of lands so conveyed to Louis Privatera, said line extending through an iron pin in the westerly line of Seneca Point Road, 35.19 feet distant and through a second iron pin 2114.71 feet farther distant, a total distance of 2331.90 feet to the centerline of Seneca Point Gully, the southwesterly corner of lands so conveyed to Louis Privatera; thence (3) North 10° 56' 30" West, a distance of 139.19 feet; thence (4) North 36° 17' 30" East, a distance of 148.35 feet; thence (5) North 2° 48' 30" West, a distance of 111.20 feet to a point; thence (6) North 66° 27' East, a distance of 128.64 feet; thence (7) North 00° 52' 30" East, a distance of 129.29 feet; thence (8) North 27° 20' East, a distance of 108.35 feet; thence (9) North 9° 38' East, a distance of 313.31 feet; thence (10) North 19° 03' West, a distance of 67.03 feet to the northwesterly corner of the lands so conveyed to Louis Privatera (courses 3 through 10 extend along the centerline of Seneca Point Gully, the west line of lands so conveyed to Louis Privatera); thence South 82° 47' 30" East, along the north line of lands so conveyed to Louis Privatera, a distance of 2115.02 feet to an iron pipe; thence South 23° 53' West a distance of 105.00 feet to an iron pipe; thence South 82° 47' 30" East a distance of 430.00 feet to the centerline of Seneca Point Road, being the point and place of beginning, containing 57.161 acres, as shown on a survey map entitled "Plan of Land To Be Conveyed By Louis Privatera to Bristol Recreation Systems, Inc." dated June 30, 1972 and made by Harnish and Lookup Associates, Licensed Land Surveyors, filed in the office of the Clerk of Ontario County on December 14th, 1973, as Map No. 6422; hereby intended to convey same premises conveyed to grantor herein by deed referred to above, excepting and reserving however, the premises situate at the northeast corner of said parcel and containing .993 acres designated "To Be Reserved By Privatera" on the above referenced Map.

Being and intended to describe the property acquired by Declarant by Deed recorded in the Ontario County Clerk's Office on December 14, 1973, in Liber 733 of Deeds at Page 785.

(Westerly Parcel 5 – Caprini Hicks Road Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of South Bristol, County of Ontario and State of New York, and bounded and described as follows:

Beginning at a point in the center line of Hicks Road, so called, in town lot number 7 in said town at the southwest corner of premises conveyed by deed of Chester F. Caprini to Lee B. Fletcher and wife recorded July 18, 1967 in the Ontario County Clerk's Office in Liber 685 of Deeds at page 263; running thence S-74-33-40-E, along the southerly line of said Fletcher premises, 180.03 feet to a point marked by an iron stake at the southeast corner; running thence, along the easterly line of said premises the following courses and distances: N-19-37-40-E, 116.76 feet to a point, thence N-63-38-45-W, 20.00 feet to a point, thence N-26-21-15-E, 304.32 feet, and thence N-35-54-E, 69.20 feet to a point marked by an iron stake at the northeast corner of said Fletcher premises; running thence N-6-35-20-E, a distance of 1567.50 feet to a point marked by an iron stake; running thence S-82-35-10-E, a distance of 645.48 feet to a point marked by an iron stake in the division line between town lot No. 8 on the west and town lot No. 11 on the east; running thence N-7-26-35-E along said lots' division line a distance of 323.76 feet to a point marked by an iron stake in the southerly line of land now or formerly of Fred A. German as shown on a map dated May 2, 1969, Job No. 69-13916, by Harnish & Lookup Assoc.; running thence eastwardly, along the southerly line of said German premises as shown on said map, to a point in the center line of Seneca Point Gully; running thence along the approximate center line of Seneca Point Gully, the following courses and distances: S-43-26-E, 38.41 feet; S-5-18-E, 53.79 feet; S-16-50-E, 73.72 feet; S-46-30-E, 45 feet; S-52-15-30-E, 134.37 feet; S-33-29-E, 120.70 feet; S-81-30-E, 90.00 feet; N-79-03-30-E, 73.59 feet; S-74-20-E, 50.00 feet; S-35-48-30-E, 150.27 feet; S-7-41-E, 69.51 feet; S-37-31-W, 168.95 feet; S-18-33-30-E, 50.77 feet; S-19-03-E, 67.03 feet; S-9-34-W, 313.26 feet; S-27-20-W, 108.35 feet; and S-0-52-30-W, 129.29 feet; running thence N-66-19-30-W, a distance of 202.09 feet to a point marked by an iron stake; running thence N-84-34-20-W, a distance of 779.00 feet to a point marked by an iron stake in the division line between town lot No. 11 on the east and town lot No. 8 on the west; running thence S-6-50-40-W, along said lots' division line and continuing along the division line between town lot No. 7 on the west and town lot No. 10 on the east, a total distance of 1390.11 feet to a point marked by an iron stake; running thence N-83-58-20-W a distance of 1025.73 feet to a point in the center line of Hicks Road; running thence N-18-08-30-E, along the center line of Hicks Road, a distance of 280.98 feet to a point, and continuing thence along said road center line N-16-18-10-E a distance of 68.57 feet to the point of beginning.

Being and intending to describe and convey the premises shown and laid down on a map entitled, "Plan of Land to be Conveyed by Chester Caprini to Bristol Venture," dated January 5, 1973, of a survey completed January 3, 1973, by Mark A. Johnson, L.S. No 41016, filed in the Ontario County Clerk's Office on May 8, 1973, as Map No. 6081.

Being and intended to describe the property acquired by Declarant by Deed recorded in the Ontario County Clerk's Office on May 8, 1973, in Liber 728 of Deeds at Page 242.

(Westerly Parcel 6 – Steffen Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Canandaigua, County of Ontario and State of New York, and being a part of Lot No. 18 in the Academy Tract in said Town, bounded and described as follows:

COMMENCING at a point in the south line of said Lot 18 at the southeast corner of land conveyed by Clayton H. Steffan and wife to Chester F. Caprini and wife by Deed recorded in Ontario County Clerk's Office in Liber 716 of Deeds, at Page 465; thence (1) N 10° 43' 22" E, 1495.86 feet along the west line of said Caprini parcel to an iron pin in said line; thence (2) S 80° 14' 54" E, 608.54 feet to an iron pin in the east line of said Lot 18; thence (3) S 10° 54' 34" W along the east line of said Lot 18 a distance of 1514.50 feet to an iron pin marking the southeast corner of said Lot 18; thence (4) N 78° 29' 08" W along the south line of said Lot 18, being also the south line of the Town of Canandaigua, to an iron pipe marking the point of beginning of this description.

A parcel of 20.9011 acres in the southeast corner of said Lot 18, as shown on Map No. 5505 filed in Ontario County Clerk's Office December 23, 1971.

Being and intended to describe the property acquired by Declarant by Deed recorded in the Ontario County Clerk's Office on December 29, 1972, in Liber 725 of Deeds at Page 633.

(Westerly Parcel 7 – Caprini Monks Road Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Canandaigua, County of Ontario and State of New York, bounded and described as follows:

Beginning at a point in the center of Monks Road, said point being N-78-55-01-W along said center line 610.00 feet from the northwest corner of lands now or formerly of C. H. and M. M. Steffan as recorded in the Ontario County Clerk's Office in Liber 553 of Deeds at page 102, said point of beginning also being the northeast corner of land owned, now or formerly, by J. D. and D. Steffan as recorded in said Clerk's Office in Liber 712 of Deeds at page 918; thence S-10-43-22-W, 1997.85 feet to a point in the south line of the Town of Canandaigua, being the north line of the Town of South Bristol; thence N-78-29-08-W along said town division line 483.52 feet to a point, being the southwest corner of land formerly of said Steffan and a jog corner of lands formerly owned by George C. Johnson as recorded in said clerk's office in Liber 286 of Deeds at page 375; thence N-10-43-22-E along the east line of said former Johnson lands 1994.23 feet to a point in the center line of Monks Road, being the former northwest corner of said Steffen; thence S-78-55-01-E along said center line 483.49 feet to the point of beginning, comprising an area of 22.154 acres, as shown on Map No. 5505 filed in the Ontario County Clerk's Office December 23, 1971.

Being and intended to describe the property acquired by Declarant by Deed recorded in the Ontario County Clerk's Office on May 8, 1973, in Liber 728 of Deeds at Page 240.

February 25, 2009

Doc # 01-1724353.8