



BRISTOL HARBOUR VILLAGE ASSOCIATION, INC. OFFERING STATEMENT

THIS OFFERING STATEMENT RELATES SOLELY TO THE SALE AND OFFER FOR SALE OF INTERESTS IN THE HOMEOWNER'S ASSOCIATION TO BE KNOWN AS BRISTOL HARBOUR VILLAGE ASSOCIATION, INC. PURCHASERS OF LOTS, CONDOMINIUM UNITS, TOWNHOUSES OR OTHER PARCELS OF LAND WILL AUTOMATICALLY ACQUIRE MEMBERSHIP IN THE ASSOCIATION AND RIGHTS AND OBLIGATIONS PURSUANT TO THE DECLARATION AND AGREEMENT OF COVENANTS, EASEMENTS, CHARGES AND LIENS (SEE EXHIBIT B).

AMOUNT OF OFFERING:	The estimated value of service and recreational facilities to be owned by the Association is \$410,000.00
SPONSOR AND SELLING AGENT:	BRISTOL RECREATION SYSTEMS, INC. R.D. No. 3 Canandaigua, New York 14424
PREMISES:	Seneca Point Road Town of South Bristol County of Ontario State of New York
MAILING ADDRESS:	R.D. No. 5 Canandaigua, New York 14424

DATE OF PLAN: July 2, 1971

This Offering Statement May Not Be Used After Seven (7) Months From The Date Of This Plan.

THE FILING OF THIS PLAN WITH THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK DOES NOT CONSTITUTE APPROVAL OF THE ISSUE OR THE SALE THEREOF BY THE DEPARTMENT OF LAW OR THE ATTORNEY GENERAL OF THE STATE OF NEW YORK. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.



TABLE OF CONTENTS

BRISTOL HARBOUR VILLAGE ASSOCIATION, INC. OFFERING STATEMENT	1
TABLE OF CONTENTS	2
PRINCIPALS in the DEVELOPMENT of the BRISTOL HARBOUR VILLAGE	4
INTRODUCTORY STATEMENT	5
PHASE I DEVELOPMENT WHICH SPONSOR IS OBLIGATED TO COMPLETE	5
PROJECTED DEVELOPMENTS WHICH SPONSOR MAY ELECT TO CONSTRUCT	5
SUMMARY OF OWNERSHIP AND OPERATIONS	6
DECLARATION & AGREEMENT OF COVENANTS, EASEMENTS, CHARGES & LIENS	7
ENVIRONMENTAL COMMITTEE	9
BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.	9
BRISTOL HARBOUR VILLAGE RECREATIONAL AND SERVICE FACILITIES	11
Community Service Facilities:	11
Community Recreational Facilities:	12
BRISTOL HARBOUR YACHT CLUB	12
OTHER SERVICES AND FACILITIES	12
TRANSFER OF TITLE TO CONDOMINIUM UNITS, LOTS OR OTHER PARCELS OF LAND	13
LIENS FOR NONPAYMENT OF ANNUAL CHARGES	15
GENERAL INFORMATION	15
MAINTENANCE:	15
OPINION OF COUNSEL:	15
ESTIMATED BUDGET OF ANNUAL CHARGES:	16
ZONING:	16
EXHIBIT A: SITE PLAN (March 26, 1971)	17
EXHIBIT B: DECLARATION & AGREEMENT OF COVENANTS, EASEMENTS, CHARGES & LIENS	18
ARTICLE I: DEFINITIONS	18
ARTICLE II: THE PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATION OF ADDITIONAL LANDS	21
ARTICLE III: ASSESSMENT OF ANNUAL CHARGE	22
ARTICLE IV: IMPOSITION OF CHARGE AND LIEN UPON PROPERTY	23
ARTICLE V: USE OF FUNDS	24
ARTICLE VI: MEMBERSHIP and VOTING RIGHTS	25
ARTICLE VII: PROPERTY RIGHTS	26
ARTICLE VIII: ENVIRONMENTAL COMMITTEE; ENVIRONMENTAL CONTROL	27
ARTICLE IX: GENERAL COVENANTS AND RESTRICTIONS	28



ARTICLE X: EASEMENTS	29
ARTICLE XI: ZONING AND SPECIFIC RESTRICTIONS	30
ARTICLE XII: RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS	30
ARTICLE XIII: DURATION AND AMENDMENT	31
ARTICLE XIV: GENERAL	31
SIGNATURES / AFFIDAVITS for the DECLARATION	33
EXHIBIT C: DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION	34
EXHIBIT D: CERTIFICATE OF INCORPORATION OF BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.	36
EXHIBIT E: BHVA ESTIMATED BUDGET (June 1, 1971)	41
FOOTNOTES to EXHIBIT E	42
BHVA TREASURER's STATEMENT	43
EXHIBIT F: ZONING	44
EXHIBIT G: CERTIFICATE of AMENDMENT and RESTATEMENT February 4, 2010	45



PRINCIPALS in the DEVELOPMENT of the BRISTOL HARBOUR VILLAGE

SPONSOR, OWNER AND SALES AGENT:

BRISTOL RECREATION SYSTEMS, INC.

R.D. #3

Canandaigua, New York 14424

BUILDER:

BRISTOL BUILDERS, INC.

R.D. #5

Canandaigua, New York 14424

MASTER PLAN AND CONSULTING ARCHITECT:

JAMES H. JOHNSON

2575 Browncroft Boulevard

Rochester, New York 14625

ARCHITECT:

JENKINS, WURZER & STARKS

1545 East Avenue

Rochester, New York 14610

ENGINEERS AND SURVEYORS:

HARNISH & LOOKUP ASSOCIATES

615 Mason Street

Newark, New York 14513

ATTORNEYS FOR SPONSOR:

LIEBSCHUTZ, SUTTON, DE LEEUW, CLARK & LEWIS

31 Main Street

East Rochester, New York 14614

Rae A. Clark of Counsel

TITLE INSURANCE:

MONROE ABSTRACT & TITLE CORPORATION

20 Main Street West

Rochester, New York 14614

DEVELOPMENT AND CONSTRUCTION LOAN:

GENERAL MORTGAGE INVESTMENTS

305 West Chesapeake Avenue

Towson, Maryland 21204

CONSULTANT:

ECONOMIC DEVELOPMENT CORPORATION

Brattleboro Professional Center,

Brattleboro, Vermont

Minor M. McLaughlin, President



INTRODUCTORY STATEMENT

Bristol Recreation Systems, Inc., hereinafter sometimes referred to as Sponsor, is the fee owner of approximately one hundred thirty (130) acres of land fronting along the easterly and westerly sides of Seneca Point Road in the Town of South Bristol with 2600 feet of frontage on the west side of Canandaigua Lake, one of the "Finger Lakes" of Western New York State. (Identified as Easterly Parcel and Westerly Parcel 1 on the Site Plan, Exhibit A.)

Sponsor has retained architect, James H. Johnson, and engineers, Harnish and Lookup Associates, to prepare a master plan for the development of the Easterly Parcel and Westerly Parcel 1 into a residential-recreational community to be known as "Bristol Harbour Village", sometimes hereinafter referred to as the "Village".

PHASE I DEVELOPMENT WHICH SPONSOR IS OBLIGATED TO COMPLETE

Phase I of the development of the Easterly Parcel calls for the construction of three (3) buildings comprising 58 Condominium Units to be known as Bristol Harbour Village Condominium No. 1, being offered for sale pursuant to an Offering Plan filed with the Department of Law of the State of New York. In addition, Phase I development of the Easterly Parcel calls for the construction of an elevator to the beach, a ramp and/or stairway to the beach, and improvement of the beach area shown on the Site Plan, Exhibit A.

Sponsor has filed a map for the first of four sections of a subdivision for the development of Westerly Parcel 1. This subdivision map is filed in the Ontario County Clerk's Office as Map 4686. Lots have been staked and the rights of way have been laid out, graded and base has been installed.

Phase I of the development of the subdivision calls for the installation of rights of way and utilities for;

- (i) 57 lots to be improved with single family residences;
- (ii) 4 lots to be improved with 72 attached single family residences;
- (iii) Sponsor's office, and;
- (iv) green belt areas to be improved with two tennis courts, and nature, trails.

PROJECTED DEVELOPMENTS WHICH SPONSOR MAY ELECT TO CONSTRUCT

Sponsor's projection for development of the balance of the Easterly Parcel calls for thirteen (13) additional multi-family residential buildings containing a total of 516 units to be located along the bluff and on the hillside above the bluff; a hotel with retail commercial area; and a private clubhouse and boat docks for use by members of a yacht club, (see Bristol Harbour Yacht Club). Sponsor's projection for the development of an additional lot in the Subdivision calls for a multi-family building containing seven residential units. There is no obligation on the part of Sponsor to construct all or any



part of these projected developments.

Sponsor owns an additional one hundred ten (110) acre parcel on the westerly side of Seneca Point Road (Identified on the Site Plan as Westerly Parcel 2). No part of Phase I development shall be undertaken on this parcel. Sponsor has reserved the right, for a period of five years, to subject additional land to the Declaration And Agreement Of Covenants, Easements, Charges and Liens (see EXHIBIT B), hereinafter sometimes referred to as "Declaration for the Village Association" and annexed hereto as Exhibit B¹. Sponsor's projection for the development of Westerly Parcel 2 calls for the construction of 164 garden-type townhouses surrounded by a private golf course and clubhouse. There is no obligation on the part of Sponsor to subject Westerly Parcel 2 to the Declaration for the Village Association, nor is there any obligation on the part of Sponsor to construct a private golf course or clubhouse.

When fully developed, no more than 874 residential Units, as defined in Section 1.27 of the Declaration for the Village Association at, may be constructed in Bristol Harbour Village. (See also Section 2.03 of the Declaration for the Village Association).

SUMMARY OF OWNERSHIP AND OPERATIONS

The private drives, elevator to the beach, water distribution system, green belt areas, beach area, tennis courts and nature trails in this development, will be owned, maintained, repaired and reconstructed, when necessary, by the Bristol Harbour Village Association, Inc., hereinafter sometimes referred to as the "Association".

Each purchaser of a lot, condominium unit, townhouse or other parcel of land within Bristol Harbour Village, upon the acceptance of a deed, shall automatically become a member of the Association and shall own such lot, unit townhouse or other parcel of land, subject to the Declaration and of Covenants, Easements, Charges and Liens, hereto annexed as Exhibit B.

Under the Declaration for the Village Association, the owners of lots, condominium units, townhouses or out parcels of land within Bristol Harbour Village, excepting and owned by the Association and undeveloped land owned Sponsor, shall be assessed an "Annual Charge" by the Association to provide funds to pay the Association's operating, maintaining, repairing or replacing when necessary, the private drives, elevator to the beach, water distribution system, green belt areas, beach area, tennis courts, nature trails, and such other the Association may acquire from time to time. The assessment of

¹ Under Article II of the Declaration and Agreement of Covenants, Easements, Charges and Liens (see EXHIBIT B), Sponsor retains the: right to annex additional lands situate in the County of Ontario to the community to be known as Bristol Harbour Village.



the Annual Charge shall be equal to a fixed number of cents (not in excess of Three Dollars and Fifty Cents (\$3.50)) for each one hundred dollars (\$100.00) of the highest assessed valuation placed, in each year, on the owner's unit, lot or parcel and improvements by the assessor of the Town of South Bristol. Thus, if the assessed valuation of an owner's lot and improvements is in the sum of Ten Thousand Dollars (\$10,000.00), his maximum monthly charge for these costs would be in the sum of Twenty-nine dollars (\$29.00).

Example: $\$3.50 \times 1000 \text{ divided by } 12 = \29.17

For the first two years, the level of services remaining constant, the estimated assessments set forth on Exhibit E (at approximately \$1.90 per \$100.00 of assessed valuation) may not be increased. During said period, if the funds assessed are insufficient, Sponsor shall bear any expenses incurred in excess of the funds collected by the assessment. After two years, Sponsor shall pay to the Association the charges assessed against all unsold condominium units, townhouses or lots comprising Phase I development. After two years, the assessment can be increased by an amendment to the Declaration signed by not less than 75% of the Lot Owners. (See Article XIII of the Declaration).

For a period of five years, commencing with the date of recording of the Declaration for the Village Association, undeveloped land owned by Sponsor and subject to the Declaration for the Village Association, is exempt from assessment by the Association. Any parcel of land, owned by Sponsor, shall be considered developed within one year from the date the building permit to improve the same was issued or upon the issuance of a temporary certificate of occupancy whichever event shall sooner occur. (See Section 1.14 of the Declaration for the Village Association).

In offering the lots, condominium units, townhouses and other parcels of land in this development, Sponsor is simultaneously offering membership in the Association and also the rights and obligations set forth in the Declaration for the Village Association.

This Offering Statement relates solely to the rights and obligations of purchasers of lots, condominium units, townhouses or other parcels of land within Bristol Harbour Village, as members of the Association and under the Declaration for the Village Association.

This Offering Statement does not relate to the of land or other improvements other than as above set and should be relied upon only for the specific purpose set forth herein.

Except as a member of Bristol Harbour Village Yacht Club, purchasers of lots, condominium units, townhouses or parcels of land within the Village shall not be permitted to launch, store, or operate any boats from the marina beach. (See Bristol Harbour Village Yacht Club, Inc.).



DECLARATION AND AGREEMENT OF COVENANTS, EASEMENTS, CHARGES & LIENS

The property owned by Sponsor and subject to the Declaration is described in Exhibit C and is situated within the Easterly Parcel and Westerly Parcel 1 shown on Exhibit A. The site of the Waste Treatment Plant is excluded.

Sponsor may, in its absolute discretion, during a period of five (5) years commencing with the date of the recording of the Declaration for the Village Association, annex additional lands, situated within the County of Ontario, to the property described in Exhibit C subject to the Declaration for the Village Association. After the five (5) year period additional lands may be annexed to said property only upon the approval of two-thirds (2/3) of the members of the Association entitled to vote.

The Declaration provides that the Board of Directors of the Association, for purposes stated under Article V of the Declaration for the Village Association, may charge an annual assessment against "Assessable Property" equal to a specified number of cents for each \$100 of "Assessed Valuation" not to exceed \$3.50. Assessable Property includes all of the property within Bristol Harbour Village except-lands owned by the Association, lands owned by governmental agencies, lands exempt by law, and for a period of five (5) years commencing with the date of the recording of the Declaration, undeveloped lands owned by Sponsor. Assessed Valuation shall be the highest value placed on a lot and improvements in each year by the assessor of the Town of South Bristol or other lawful authority.

This assessment designated Annual Charge under the Declaration for the Village Association is a personal obligation of the owner of the land against which said Charge is assessed and also constitutes a charge and lien against his said property superior to all other liens except taxes, purchase money first: mortgage, and other public charges made superior by law.

The Declaration for the Village Association further provides that every member of the Association has a right and easement of enjoyment in the Association's property. The Declaration for the Village Association provides that the right of enjoyment in Association property extends to all residents of the Village, subject, however, to reasonable limitations that may be imposed by the Association's Board of Directors.

The covenants and restrictions of the Declaration for the Village Association shall expire on December 31, 1991, after which date there is provided an automatic extension of the Declaration for the Village Association for successive periods of ten (10) years. It is further provided that the Declaration for the Village Association can be amended upon the approval of 75 per cent of the owners of property within the Village and after December 31, 1991, it is provided that the Declaration for the Village Association



may be amended or terminated by action of 67 percent of the owners of property within the Village. Under the Declaration for the Village Association, Sponsor has reserved an easement and right of way for the purpose of erecting and maintaining transmission lines, conduits and storm water drains, sewer pipes and gas supply lines or similar facilities and for purposes of slope control over lots where such easements are shown to be reserved on the recorded subdivision maps.

The Declaration for the Association shall be recorded in the Office of the Clerk of the County of Ontario prior to the closing of any lot, condominium unit, townhouse or other parcel of land.

ENVIRONMENTAL COMMITTEE

The Declaration for the Village Association further provides for the creation of an Environmental Committee composed of three or more individuals who shall be designated by the Sponsor during the development period (5 years) and by the Association's Board after the development period. Designees to the Committee must be either owners or tenants, under a lease for a period greater than one (1) year, of land within the Village.

It is the function of the Environmental Committee to approve plans and specifications for the exterior appearance of single family attached or detached residential structures; limit the use of any advertising devices; promulgate reasonable rules and regulations relating to the storage and accumulation of trash and refuse on land within the Village; and, to limit the use of phosphate detergents and high-foam detergents, chemicals and pesticides by residents of the Village.

BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.

Bristol Harbour Village Association, Inc. has been formed as a membership corporation under the Not-For-Profit Corporation Law of the State of New York. A copy of the Certificate of Incorporation of the Association is annexed hereto and marked Exhibit D, and a copy of the Association's By-Laws is annexed hereto and marked Exhibit G. The Association's office is located on Westerly Parcel 1.

The Association shall be governed by a Board of Directors elected by the membership. The business operations of the Association shall be conducted by a managing agent employed by the Board of Directors. The Association shall operate exclusively for the promotion of the common good and social welfare of its members, with regard to their health, safety, recreation, comfort and convenience in the community of Bristol Harbour Village.



The members of the Association shall consist of:

- a) Owners holding fee simple title to any:
 - (i) lot, the improvement of which is restricted to a single-family residence,
 - (ii) unit in any condominium, for which a Condominium Declaration has been filed,
 - (iii) parcel of land improved with an attached single-family dwelling or attached duplex dwelling, or
 - (iv) parcel of land improved with any commercial facility, private recreational facility or multiple residence within the Village
- b) The Owners of any share, membership or other interest in any cooperative or other entity organized and operating for the purpose of making residential dwelling units available to its shareholders, members or other beneficiaries which share, membership or other interest, entitles the owner thereof to possession of any residential dwelling unit within the Village, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation; and
- c) Tenants who shall actually reside within the Village under written lease from an owner for a term of not less than one year.

All Association members shall have one vote for each Unit owned, excepting, Owners of Developments, defined in Section 1.10 of the Declaration for the Village Association, who shall have one vote for each \$10,000.00 or fractional part thereof the assessed valuation of his Development and Tenants, defined in Section 1.26 of the Declaration for the Village Association, and Owners of Units under lease to Tenants, each of whom shall have one-half (1/2) vote. (Please see Article VI of the Declaration for the Village Association).

Purchasers are advised that, during the first two years after the filing of the Declaration for the Village Association, Sponsor, as owner of:

- (i) unsold or rented condominium units,
- (ii) unsold lots for improvement as single-family residences,
- (iii) rented attached single-family dwellings or attached duplex dwellings,
- (iv) the clubhouse, and
- (v) other projected commercial facilities,

may be in a position to control the affairs of the Association.

In no event, after two years from the date of recording the Declaration for the Village Association may the Sponsor cast a majority of the votes for the election of any member of the Board of Directors.



Notwithstanding the surrender by Sponsor of the right to control the Association through the election of a majority of its Board of Directors, the Board of Directors is prohibited from taking any action as a Board or on behalf of the unit owners, that would have the effect of infringing on the Sponsor's right to subject additional lands to the Declaration for the Village Association, as in Article II thereof provided, to construct and sell 874 residential units or to exclude from the enjoyment of the facilities and services of the Association any number of units less than 874.

Upon completion of construction of the "Community Service Facilities" and the "Community Recreational Facilities", as hereinafter designated, Sponsor shall transfer title to the lands upon which such improvements are made to the Association and shall furnish the Association with a fee title policy issued by Monroe Abstract & Title Corporation in the total amount of \$410,000.00, reserving nevertheless, unto itself, its successors or assigns, easements for utilities installed, or to be installed, in, on or over the lands upon which such improvements are made, and further, reserving nevertheless, unto itself, its successors or assigns, the right to enter upon such improved lands for the purpose of repairing, maintaining or improving such utilities installed or to be installed thereon, and for the purpose of completing the development of all of the lands within Bristol Harbour Village. The description of service and recreational facilities to be transferred by Sponsor to the Association and the dates by which conveyance of service and recreational facilities must take place are stated below in the section titled BRISTOL HARBOUR VILLAGE RECREATIONAL AND SERVICE FACILITIES.

The Association shall operate, repair, maintain and may in its sole discretion improve the Community Service Facilities and Community Recreational Facilities. The Association's annual expenses to operate, repair, maintain or improve the Community Service Facilities and Community Recreational Facilities shall be assessed, as an Annual Charge, to the owners of land within the community of Bristol Harbour Village, excluding land owned by the Association and undeveloped land owned by Sponsor or its successors or assigns, as provided in the Declaration for the Village Association, Exhibit B.

BRISTOL HARBOUR VILLAGE RECREATIONAL AND SERVICE FACILITIES

Community Service Facilities:

Sponsor shall construct Community Service Facilities within Bristol Harbour Village. These service facilities shall consist of the installation of:

- (i) a water distribution system,
- (ii) a ramp and/or stairway to the beach,
- (iii) rights of way, (Phase I rights of way shall be to the condominium and club house for the Easterly Parcel and to the lots in the subdivision on the Westerly Parcel 1, as shown on Exhibit A),
- (iv) lighting for improved right of way in the Easterly Parcel only, and
- (v) an elevator to the beach. (See Exhibit A.)



The elevator to the beach shall be completed and conveyed to the Association prior to the closing of the twenty-ninth (29th) condominium unit, but in no event later than one year from the date of the Offering Plan for Bristol Harbour Village Condominium Number 1. Prior to the closing of any lot, condominium unit, townhouse or other parcel of land, the right of way upon which such lot, unit, townhouse or Parcel is located, shall be completed to the public road and conveyed to the Association. All other service facilities shall be completed and conveyed to the Association prior to the closing of any lot, condominium unit, townhouse or other parcel of land.

Community Recreational Facilities:

Sponsor shall construct the following improvements comprising the Community Recreational Facilities: two tennis courts, walkways in common green belt areas and beach area (See Exhibit A). These facilities shall be completed and conveyed by Sponsor to the Association prior to the closing of any lot, condominium unit, townhouse or other parcel of land.

BRISTOL HARBOUR YACHT CLUB

Sponsor intends to form Bristol Harbour Village Yacht Club. The Yacht Club will be owned by Sponsor or an affiliated subsidiary. Preferential membership shall be offered on a voluntary basis to members of the Association without limitation. A separate charge will be made for privileges, but there is no representation of what this will be. The master plan projection calls for up to 384 boat slips and Club memberships up to 750.

Members of the Yacht Club, and their guests who may not be owners of lots, condominium units, or townhouses within Bristol Harbour Village, shall use the clubhouse and boat docks. The owner of the clubhouse, boat docks and facilities shall be assessed for maintaining the Community Service and Recreational Facilities in the manner provided in the Declaration for the Village Association (See Exhibit B). There is no obligation on the part of Sponsor to complete the construction of the clubhouse or boat docks.

OTHER SERVICES AND FACILITIES

Sponsor has formed Bristol Sewerage Disposal Corporation (hereinafter sometimes called "Disposal"), under Article 10 of the Transportation Corporations Law of the State of New York. The waste treatment plant, pumping station and sanitary sewer system to be operated by Disposal is presently under construction and the estimated date of completion of construction is August 1, 1971. Disposal shall own, operate and maintain the treatment plant, pumping station, and sanitary sewer system in compliance with the Transportation Corporations Law to serve the residents of Bristol Harbour Village.



The pumping station is located in Condominium Building 1A. All owners of improved lots, condominium units, or townhouses in the Village will be charged for sanitary sewage treatment. The rates for this service shall be fixed pursuant to an agreement between Disposal and the Town of South Bristol pursuant to Section 121 of the Transportation Corporations Law. Sponsor estimates the anticipated rate to be approved pursuant to an agreement between Disposal and the Town of South Bristol to be in the approximate sum of \$125.00 per year per lot improved with a single-family residence, townhouse or per condominium unit.

The Town of South Bristol maintains its own fire protection service. Bristol Harbour Village is subject to the jurisdiction of the Ontario County Sheriff's Department. The School System is operated by Naples Central School District No. 1, which supplies necessary transportation. Hospital facilities are located in the City of Canandaigua.

In the City of Canandaigua, which is approximately 14 miles north of the Village, there are located a shopping center, other commercial activities and such other community facilities as churches and library. Canandaigua Lake is located immediately to the east. of the Easterly Parcel, and property to the north and south of the Village, along the lake shore is developed with single family residences and summer homes.

TRANSFER OF TITLE TO CONDOMINIUM UNITS, LOTS OR OTHER PARCELS OF LAND

Transfer of title to condominium units by Sponsor shall be pursuant to an Offering Plan filed with the Department of Law of the State of New York. Every purchase agreement accepted by Sponsor for the sale of any lot, townhouse or other parcel of land shall contain the following provision:

"Trust Fund: The Seller (Sponsor) will hold all moneys received by Seller (Sponsor) directly, or through its agents, or employees in trust until actually employed in connection with the consummation of the transaction as herein described. These moneys will be held in trust in accordance with the provisions of Sections 352-e and 352-h of the General Business Law of the State of New York. In the event the intended acquisition shall not be completed for any reason, excepting Purchaser's default under this agreement, these moneys shall be fully returned to Purchase without interest."

Transfer of title to any lot or other parcel of land shall be by bargain and sale deed with the covenant required by Subdivision 5 of Section 13 of the Lien Law, free and clear of all liens and encumbrances other than the terms, conditions, covenants, charges, liens and provisions set forth in the Declaration for the Village Association, and further subject to easements of record and easements in favor of Sponsor for the installation of pipes, conduits, wires, sewer lines, and other utility facilities.

Every deed delivered by Sponsor for the transfer of any lot, townhouse or other parcel of land shall contain the following provisions which shall be executed and duly acknowledged by the purchaser:



ACKNOWLEDGEMENT AND ACCEPTANCE OF DEED BY GRANTEE

Grantee, by acceptance of this Deed, acknowledges that this conveyance is subject in every respect to the Declaration And Agreement Of Covenants, Easements, Charges and Liens (see EXHIBIT B), and further acknowledges that each and every provision of the foregoing Declaration and Agreement is essential to the successful operation and management of Bristol Harbour Village and in the best interests and for the benefit of all Residents of the Village. Grantee, for himself and for the benefit of all of the Owners or Tenants of land in the Village, covenants and agrees to abide by each and every provision of said Declaration and Agreement.

IN WITNESS WHEREOF,

Grantee(s) has hereunto set his hand and seal this ___ day of _____, 19__.

STATE OF NEW YORK)

COUNTY OF _____) ss:

On this ___ day of _____, 19__, before me personally

appeared _____

to me personally known and known to me to be the same person(s) described in and who executed the within instrument, and he, (they, severally) acknowledged to me that he (they) executed the same.

Notary Public

Sponsor will have a representative of Monroe Abstract and Title Corporation at the time of closing of title to furnish a fee title policy to any purchaser upon his request and at his expense. Said policy shall insure the purchaser has good and marketable title, free and clear of all liens and encumbrances, except as set above, and except such mortgage as the purchaser requires, assumes or agrees to pay, and except such facts as are shown on the survey of the premises by Harnish and Associates, and any additional state of facts which an accurate survey of the lot would show, provided the same would not render title unmarketable. Such title insurance will be in the amount of the purchase price of such lot.



LIENS FOR NONPAYMENT OF ANNUAL CHARGES

Under the Declaration And Agreement Of Covenants, Easements, Charges and Liens (see EXHIBIT B), Bristol Harbour Village Association, Inc. shall have a lien on each Unit (for the purpose of this provision, Unit means any lot, condominium unit, townhouse or other parcel of land within the Village) for unpaid Annual Charges assessed against such Unit by the Board of Directors.

Such lien, however, shall be subordinate to liens for real property taxes and assessments on the Unit and any sums unpaid on a purchase money first mortgage of record on such Unit. If the Unit Owner shall fail to pay any monthly installment of the Annual Charge within thirty (30) days of the due date of such monthly installment, in addition to the right to sue the Unit Owner for personal judgment, the Association shall have the right to enforce the lien by foreclosure sale and deficiency decree subject to the same procedures as in the case of mortgages under applicable law, and the amount due from such Unit Owner shall include the unpaid Annual Charges, as well as the costs of the proceeding, including reasonable attorney's fees, together with interest.

GENERAL INFORMATION

MAINTENANCE:

Sponsor will execute a contract with the Board of Directors of the Association to act as Managing Agent for a period of three (3) years, but this contract may be terminated at the end of two (2) years by either party upon giving sixty (60) days' notice in writing. The Board of Directors may, nevertheless, terminate the contract at any time after it has been in effect, in the event Sponsor does not perform its obligations in a satisfactory manner.

The Sponsor, as Managing Agent for the Association, shall bill and collect annual charges, hire and discharge employees, supervise maintenance, repairs and alterations of Association lands and improvements, purchase supplies and materials, maintain the Association's books and records, engage contractors for maintenance and repair and provide an annual balance sheet and statement of profit and loss to the Association which balance sheet shall be prepared and certified by an independent public accountant.

A copy of the Management Agreement is available for inspection at the office of Sponsor.

OPINION OF COUNSEL:

Sponsor has been advised by its counsel, Liebschutz, Sutton, DeLeeuw, Clark and Lewis, 31 East Main Street, Rochester, New York 14614, that owners of lots, condominium units, townhouses or parcels of



land within the Village will not be entitled under present law to deduct any portion of the annual charge assessed to such owner for Federal and/or New York State income tax purposes.

ESTIMATED BUDGET OF ANNUAL CHARGES:

The Board of Directors of Bristol Harbour Village Association, Inc. shall prepare a budget for the Association's operations from time to time and at least once each year. Set forth in Exhibit E herein is the estimated budget, prepared by William J. Nealon, Jr., Sponsor's Treasurer, for the first full year of operations of the Association.

The budget, set forth in Exhibit E, is proposed upon the basis of the first year of full occupancy of 58 condominium units, 57 single-family residences, 72 attached single-family units, and Bristol Harbour Village Yacht Clubhouse, boat docks and marina facilities.

An estimate of Assessed Valuation of property situate within the Town of South Bristol may be approximated by multiplying the purchase price of the lot or total cost of lot and improvements by an equalization rate of 31 per cent. The equalization rate of 31 per cent for the Town of South Bristol was last published for the year 1970 by the Board of Equalization and Assessment, a subdivision of the Office for Local Government of the State of New York.

ZONING:

Under the zoning ordinance adopted by the Town of South Bristol, the development of the Village as proposed by Sponsor may be completed. A statement regarding the pertinent provisions of the ordinance is annexed hereto and marked Exhibit F.

This Offering Statement does not intentionally omit any material fact or contain any untrue statement of a material fact. No person has been authorized by the sponsor to make any representation which is not expressly contained herein.

This statement may not be changed or modified orally.

Dated: July 1, 1971
Rochester, New York

BRISTOL RECREATION SYSTEMS, INC.

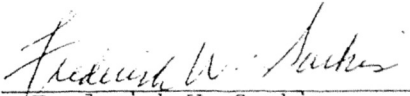
By: 
Frederick W. Sarkis,
President

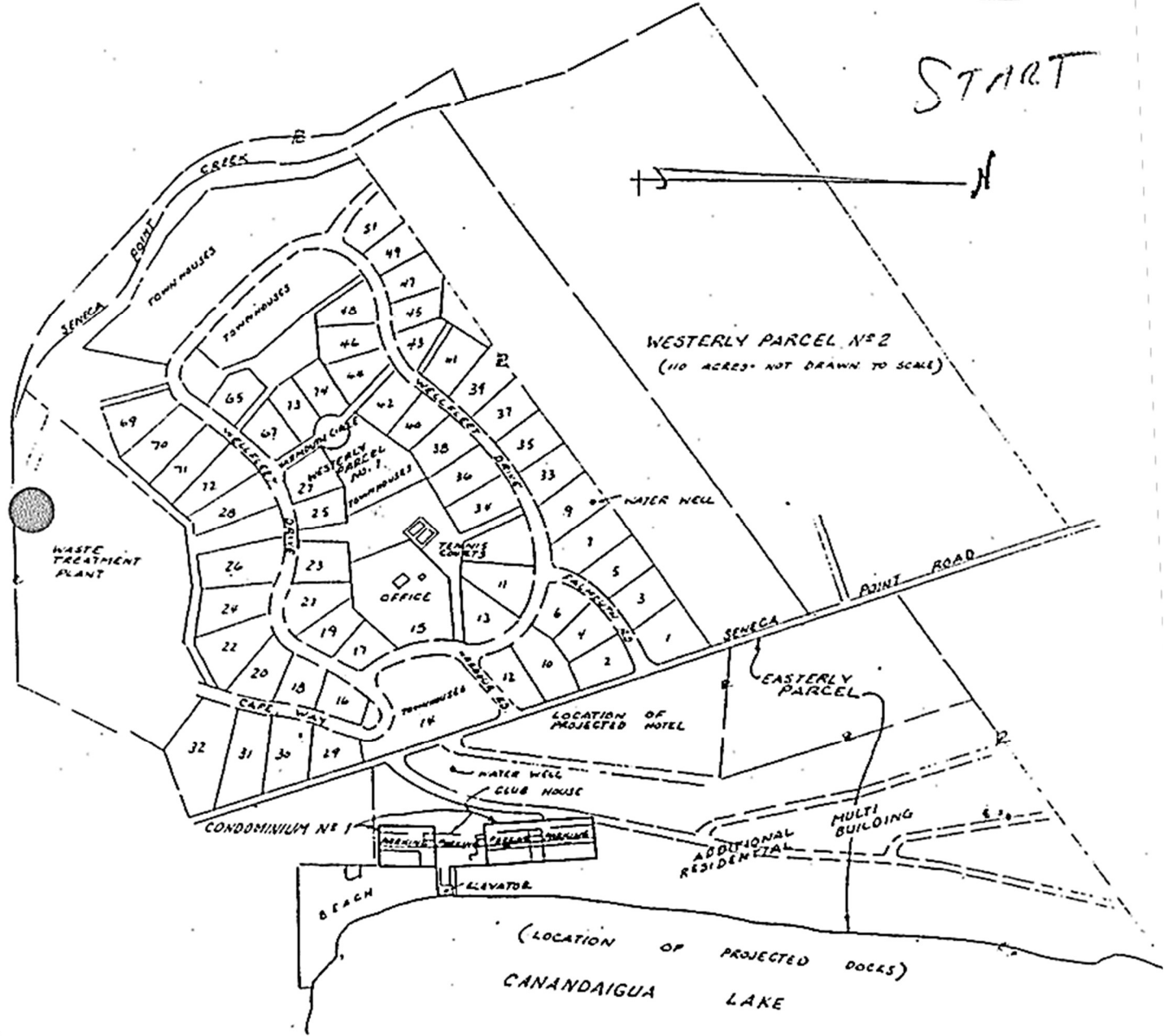


EXHIBIT A: SITE PLAN
(March 26, 1971)

330 A

SITE PLAN
OF
BRISTOL HARBOUR VILLAGE
IN
TOWN OF SOUTH BRISTOL
ONTARIO COUNTY NEW YORK
SCALE 1" = 400'

PREPARED BY LICENSE N° 41016 MARCH 26, 1971	HARNISH & LOOKUP ASSOC. NEWARK, NEW YORK JOB NO. 71-12259
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PURCHASERS ARE ADVISED THAT THE BRISTOL HARBOUR VILLAGE ASSOCIATION, INC., OFFERING STATEMENT RELATES SOLELY TO THE SALE AND OFFER FOR SALE OF INTERESTS IN THE HOMEOWNER'S ASSOCIATION TO BE KNOWN AS BRISTOL HARBOUR VILLAGE ASSOCIATION, INC. PURCHASERS OF LOTS, CONDOMINIUM UNITS, TOWNHOUSES, OR OTHER PARCELS OF LAND WILL AUTOMATICALLY ACQUIRE MEMBERSHIP IN THE ASSOCIATION AND RIGHTS AND OBLIGATIONS PURSUANT TO THE DECLARATION AND AGREEMENT OF COVENANTS, EASEMENTS, CHARGES AND LIENS.



EXHIBIT B: DECLARATION & AGREEMENT OF COVENANTS, EASEMENTS, CHARGES & LIENS

THIS DECLARATION and AGREEMENT made this day of 1971 by and between BRISTOL RECREATION SYSTEMS, INC., a New York corporation (hereinafter referred to as "Declarant") and BRISTOL HARBOUR VILLAGE ASSOCIATION, INC., (hereinafter called "Association").

WHEREAS, Declarant has heretofore acquired the fee simple interest in the land described in Exhibit A annexed here to and made a part hereof, said land in its entirety being hereinafter referred to as the "Property";

WHEREAS, Declarant has subdivided the Property and desires to subject the same to those certain covenants, agreements, easements, restrictions, charges and liens (hereinafter referred to collectively as "BRISTOL HARBOUR VILLAGE RESTRICTIONS") as hereinafter set forth;

WHEREAS, BRISTOL HARBOUR VILLAGE ASSOCIATION, INC., is a New York not-for-profit corporation formed for the purpose described in its Charter and herein;

NOW, THEREFORE, Declarant hereby declares 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 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.

ARTICLE I: DEFINITIONS

Section 1.01: "Annual Charge" as defined in Section 3.01 hereof.

Section 1.02: "Association" shall mean and refer to BRISTOL HARBOUR VILLAGE ASSOCIATION INC., its successors and assigns.

Section 1.03: "Association Land" shall mean all real property owned and maintained by the Association for the common use and enjoyment of its members.

Section 1.04: "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 1.05: "Assessed Valuation" as defined in Section 3.02 hereof.

Section 1.06: "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.07: "Charter" shall mean and refer to the Articles of Incorporation of the Association.

Section 1.08: "Declarant" shall mean and refer to BRISTOL RECREATION SYSTEMS, INC., its successors and assigns.

Section 1.09: "Declaration" shall mean and refer to this Declaration and Agreement as the same may from time to time be supplemented or amended in the manner prescribed herein.

Section 1.10: "Development" shall mean and include the fee simple title in any parcel of land improved within the Property with any commercial or private recreational facility such as, but not limited to, a hotel, motel, clubhouse, golf course, retail store, restaurant, or multiple residence other than those multiple residences defined in Section 1.27 below.



Section 1.11: "Development Period" shall mean and to the five (5) year period commencing on the day that Declaration is filed for recording in the Office of the Clerk of Ontario County, New York.

Section 1.12: "Easement Area" as defined in Section 10.02 hereof.

Section 1.13: "Environmental Committee" as defined Section 8.01 hereof.

Section 1.14: "Exempt Property" shall mean and refer the following portions or parts of the Property:

- (i) all land and "Permanent Improvements", as herein defined, owned by the United States, the State of New York County of Ontario, Town of South Bristol, or any instrument or agency of any such entity, for so long as any such or any such instrumentality or agency shall be the owner thereof;
- (ii) all land and Permanent Improvements owned by the Association (or a 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 and local school district real property taxes by virtue of applicable law.
- (iv) for a period of five (5) years, commencing with the date of the recording of this Declaration, such of the Property made subject to this Declaration upon the filing thereof, remaining undeveloped and owned in fee simple by declarant, its successors or assigns.
- (v) for the purpose of paragraph (iv) above, any parcel of land owned in fee simple by Declarant, its successors or assigns, shall be deemed developed within one year from the date the building permit was issued for the improvement thereof or upon the issuance of a temporary Certificate of Occupancy, whichever event shall sooner occur.

Section 1.15: "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.

Section 1.16: "Members" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.17: "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 1.18: "Notes" shall mean and refer to all notes, bonds, debentures or other evidences of indebtedness issued and sold by the Association.

Section 1.19: "Note Holders" shall mean and refer to the holder of any Note and all trustees or other representatives of one or more such holders.

Section 1.20: "Owner" shall mean and refer to the owner, other than the Association, of any "Unit" or "Development" within the "Property", as hereinafter defined, or any common or joint interest therein if such Unit or Development is owned by more than one person or entity.

Section 1.21: "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 1.22: "Property" as used herein shall mean and refer as follows:

- (i) at the time of the execution hereof, the term "Property" shall mean all land described in Exhibit A annexed hereto 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 described in 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 XIII 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 1.23: "Resident" shall mean and refer to:

- (i) tenants who actually reside on the Property under a written or oral lease from an Owner or Tenant for a term of less than one (1) year;
- (ii) immediate family, invitees, guests or employees defined in subparagraph (i) above;
- (iii) tenants, registered guests, guests, invitees or employees of any development;
- (iv) members of any private recreational club.

Section 1.24: "Restrictions" shall mean and refer collectively to all covenants, easements, charges, and liens created or imposed by this Declaration.

Section 1.25: "Structure" shall mean and refer to anything 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 of such lease to the Board.



Section 1.27 "Unit" shall mean and include:

- (i) the fee simple title to any lot within the Property, the improvement of which is restricted to a single-family residence;
- (ii) the fee simple title to a unit in any Condominium within the Property for which a Condominium Declaration has been filed and a temporary Certificate of Occupancy has been issued;
- (iii) the fee simple title to any parcel of land within the Property with an attached single-family dwelling or an attached duplex dwelling for which a Certificate of Occupancy has been issued;
- (iv) any share membership or other interest in any or other entity organized and operated for purpose of making residential dwelling units available to its shareholders, members, or other beneficiaries which share membership or other interest entitles the owner thereof to possession of any residential dwelling unit within the Property for which a temporary Certificate of Occupancy has been issued, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

ARTICLE II: THE PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATION OF ADDITIONAL LANDS

Section 2.01: The Property described in Exhibit A is owned by Declarant and it may from time to time cause additional portions of land to be subjected to the terms of this Declaration in the manner prescribed in Section 2.02 hereof. Each Owner and each Tenant, by the act of becoming such, shall be taken to have acknowledged and agreed

- (i) that the Property described in Exhibit A and such property as may be annexed pursuant to Section 2.02 hereof shall be the only property subject to the Bristol Harbour Village Restrictions;
- (ii) that neither anything contained in this Declaration nor in any recorded or unrecorded plat, map, picture, drawing, brochure, or other representation of a scheme of development, shall be construed as subjecting, or requiring Declarant, the Association, or any successor or assignee to or of any of the aforementioned, to subject, to this Declaration or any other declaration or agreement, any property or land now or hereafter owned by any of them other than that described in Exhibit A annexed hereto, and;
- (iii) that the only manner in which any additional land can be subjected to this Declaration shall be by and in accordance with the procedure set forth in Section 2.02 hereof.

The fact that terms or provisions set forth in separate or additional declarations and agreements relating to property or lands other than the Property may be similar or identical, in whole or in part, to the Restrictions set forth in this Declaration shall not be construed to mean that it was the intent or purpose therein to subject any additional property or lands to this Declaration or any terms or provisions thereof.

Section 2.02: Declarant may, from time to time, annex additional lands to the Property, and thereby subject the same to the Bristol Harbour Village Restrictions, by the execution and filing for recordation in the Clerk's Office of Ontario County of an instrument expressly stating an intention so to annex and describing such additional lands to be so annexed. During that five (5) year period commencing with the date of the recording of this Declaration, Declarant may annex additional lands to the Property in its absolute discretion. From and after the termination of said five (5) year period, additional lands may be annexed to the Property provided that each such annexation is approved by two-thirds (2/3) of the members of the Association entitled to vote.



Section 2.03: No more than eight hundred seventy-four (874) residential Units, as herein defined in Section 1.27, may be constructed upon the Property, as herein defined in Section 1.22. So long as Declarant, its successors or assigns shall own in fee simple any Property, within Bristol Harbour Village, the number of 874 residential Units that may be constructed upon such Property may not be reduced nor may any number of Units less than 874 be excluded from the enjoyment of all facilities and services of the Association. This Section 2.03 may not be amended without the writ f Declarant, its successors or assigns.

ARTICLE III: ASSESSMENT OF ANNUAL CHARGE

Section 3.01: For the purpose of providing funds for use as specified in Article V hereof, the Board shall in each year, commencing with the year 197 2 assess against the Assessable Property a charge (which shall be uniform with respect to all Assessable Property) equal to a specified number of cents (not in excess of Three Dollars and Fifty Cents [\$3.50]) for each One Hundred Dollars (\$100) of the then current "Assessed Valuation", as hereinafter defined, of the Assessable Property. In making each such assessment, the Board shall separately assess each Lot based upon its Assessed Valuation, 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.

Section 3.02: As used herein, the term "Assessed Valuation" shall mean:

- (i) the highest valuation placed on land and permanent improvements in each year for State of New York, County of Ontario, Town of South Bristol or local School District real estate tax purposes, whichever may be higher, as assessed or determined in such manner as may from time to time be provided by applicable law, regardless of any decrease of such valuation during such year by reason of protest, appeal or otherwise;
- (ii) if the State of New York, County of Ontario, 'Town of South Bristol or local School District shall ever cease to impose real estate taxes, then said term shall mean in each year thereafter the highest valuation p1ac(:d on land and permanent improvements during the last year when any of the above shall have imposed real estate taxes, determined as provided in the immediately preceding subparagraph (i).

Section 3.03: As soon as may be practical in each year, the Association shall send a written bill to each Owner stating:

- (i) the Assessed Valuation of each Lot owned by such Owner as the same appears on the appropriate public record;
- (ii) the number of cents per One Hundred Dollars (\$100) of such Assessed Valuation assessed by the Board as the Annual Charge for the year in question,
- (iii) the amount of the Annual Charge assessed against each such Lot, stated in terms of the total sum due and owing as the Annual Charge, and
- (iv) that unless the Owner shall pay the Annual Charge in twelve (12) equal monthly installments, in advance, within thirty (30) days of the due date of any monthly installment, such monthly installment shall be deemed delinquent and wi11 bear interest at the maximum interest rate which banks may legally charge individuals on conventional home mortgages under the laws of New York State, the General Obligations Law and the rules and regulations promulgated by the New York State Banking Board commonly referred to as "General Regulations 37" or any change, modification or amendment thereto.



Section 3.04: If the Owner of any Lot shall fail to pay any monthly installment of the Annual Charge within thirty (30) days of the due date of such monthly installment, in addition to the right to sue the Owner for a personal judgment, the Association shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and deficiency decree, and (to the extent the appropriate court will accept jurisdiction) subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such Owner shall include the Annual Charge, as well as the cost of such proceedings, including a reasonable attorney's fee, and the aforesaid interest. If in any case the appropriate court refuses jurisdiction of the enforcement of said lien, then the Association shall have the right to sell the property at public or private sale after giving notice to the Owner (by registered mail or by publication in a newspaper of general circulation in Ontario County) at least thirty (30) days prior to such sale.

Section 3.05: The Board shall have the right to adopt procedures for the purpose of making the assessments provided herein and the billing and collection of the Annual Charges, provided that the same are not inconsistent with the provisions hereof.

Section 3.06: 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 currently 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 have not been paid, setting forth the number of and amount of the monthly installments of Annual Charges (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 certificates which must be paid at the time that request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive binding with to any matter therein stated as between Association and any bona fide purchaser of, or lender on, Lot in question.

ARTICLE IV: IMPOSITION OF CHARGE AND LIEN UPON PROPERTY

Section 4.01: Declarant, and every owner by the acceptance of his Deed and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in this Declaration.

Section 4.02: The covenant in Section 4.01 of this Article shall not constitute a guarantee, or promise of any kind, by the Declarant to pay the Annual Charge, or any other obligation of any owner (other than Declarant).

Section 4.03: Declarant and every owner, by the acceptance of his deed, further covenant:

- (i) that he will pay to the Association the Annual Charge assessed by the Association in each year against the Assessable Property; and
- (ii) that the Annual Charge, both prior to and after the assessment thereof in each year, together with the continuing obligation to pay all future Annual 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 charge 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 and also the lien of any Purchase Money First Mortgage as by this Declaration the lien of the Annual Charge shall be subordinate.

Section 4.04: In addition to taking subject to the charge and lien imposed by Section 4.03 hereof, each Owner of each Lot by the acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, shall be deemed to have agreed to be personally liable for the payment of each Annual Charge assessed by the Association against such Lot in each year during any part of which such owner holds title to such Lot.

Section 4.05: As used in this Article IV, the term "Annual Charge" shall mean the total of the following:

- (i) the Annual Charge as assessed pursuant to Section 3.01 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 3.04 hereof.

Section 4.06: Nothing contained in these Restrictions shall prevent any Owner from changing, altering or destroying any Permanent Improvement owned by him if the Annual Charge imposed hereunder with respect thereto:

- (i) has been paid the year in which such change, alteration or destruction, takes place, or
- (ii) the Annual Charge with respect to the Permanent Improvement in question has been paid for the year in preceding such change, alteration or destruction takes place 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: The Association shall apply all funds received by it pursuant to these Restrictions, 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; and
- (iii) for the benefit of the Property, owners and Tenants by devoting the same to the acquisition, construction, reconstruction, conduct, 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 relating 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 recreational 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: In order to secure the repayment of any and all sums borrowed by it from time to time, the Association is hereby granted 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 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 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 sinking funds and/or other security deposits;
 - (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 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: 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, as surplus 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 the succeeding year, but may carry forward 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. purposes.

Section 5.04: The Association shall be entitled to contract with any corporation, firm or other entity for the performance of the various duties imposed on the Association hereunder and the performance by any such entity shall be deemed the performance of the Association hereunder.

ARTICLE VI: MEMBERSHIP and VOTING RIGHTS

Section 6.01: The Association shall have as members only Owners and Tenants. All owners and Tenants 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, 1.26, or 1.27 hereof.

Section 6.02: Each Owner of a Unit shall have one (1) vote, and each Owner of a Development shall have one (1) vote for each \$10,000 or fractional part thereof of the Assessed Valuation of such Development.

Section 6.03: Each Tenant of a Unit shall have one half (1/2) vote and each Owner of a Unit under lease to a Tenant shall have one-half (1/2) vote.

Section 6.04: All members, so long as the same shall qualify under this Article VI, and under the By-Laws of the Association, shall be entitled to vote on each matter submitted to a vote at a meeting of members, subject to the following exceptions and conditions:



- (i) If any member owns or holds more than one Unit (as defined in Section 1.27 hereof) or lease (in accordance with the terms of Section 1.26 hereof) such member, subject to the provisions of this Article VI, shall be entitled to cast his votes for each Unit or lease.
- (ii) If any member owns more than one (1) Development (as defined in Section 1.10 hereof) such member, subject to the provisions of this Article VI, shall be entitled to cast one (1) vote for each \$10,000 or fractional part thereof of the total Assessed Valuation of such Developments.
- (iii) When any such Unit(s), lease(s) or Development(s) is (are) owned or held by more than one (1) member as tenants by the entirety, or in joint tenancy or tenancy in common or any other manner of joint or common ownership or interest, such members shall collectively be entitled to cast only such vote or votes relative to such Unit(s), lease(s) or Development(s) as hereinabove provided and if such members cannot jointly agree as to how such vote or votes should be cast, no vote(s) shall be allowed with respect to such Unit(s), lease(s) or Development(s).
- (iv) Any member who is in violation of the Bristol Harbour Village Restrictions, as determined by the Board, shall not be entitled to vote during any period in which such violation continues. Any member who fails to pay any dues or any special assessment established by the Association shall not be entitled to vote during any period in which any such dues or assessments are due and unpaid.
- (v) The Board may make such regulations, consistent with the terms of the Bristol Harbour Village Restrictions and the Charter, as it deems advisable for any meeting of members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

Section 6.05: In no event, after two years from the date of recording this Declaration may Declarant, its successors or assigns cast a majority of the votes for the election of any member of the Board of Directors of the Association.

ARTICLE VII: PROPERTY RIGHTS

Section 7.01: Every member 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, 1026, or 1,27 hereof. All such rights and easements are subject to the right of the Association, in accordance with the Charter and By-Laws;

- (i) to limit the number of guests or invitees of members in or upon any Association Land or any facilities located thereon, excepting the registered guests or members of a Development;
- (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 in aid thereof to mortgage the same;
- (iv) to suspend the voting rights and right to use any such recreational facilities by a member for period during which any dues or any assessment remain unpaid 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 of the Association Land to any municipality, public or authority or 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 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: 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 enjoyment or to any use of Association Land by any guest, invitee or employee of any member, excepting the registered guest or members of a Development.

ARTICLE VIII: ENVIRONMENTAL COMMITTEE; ENVIRONMENTAL CONTROL

Section 8.01: The "Environmental Committee" shall be composed of those three or more individuals so designated from time to time (i) by Declarant during the Development Period and (ii) the Board after the Development Period. Each committee member shall be either an Owner of or Tenant of a Unit or Development within Bristol Harbour Village. 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.

Section 8.02: No single family attached or detached residential 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 materially 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. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Environmental Committee.

Section 8.03: In the event that the Environmental Committee fails to approve or disapprove any plans and specifications as herein provided within sixty (60) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 8.04: 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 a mortgage) upon the Lot in question. The lien provided in this Section 8.04 shall not be valid as against a bona fide



purchaser (or bona fide purchase money first mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Ontario County prior to recordation in the Clerk's Office of Ontario County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

Section 8.05: 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, and 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 certificate of compliance issued in accordance with the provisions of this Section 8.05 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 Article VIII, and with all other requirements of this Declaration as to which the Environmental Committee exercises any discretionary or interpretive powers.

Section 8.06: Any agent of Declarant or the Association or the Environmental Committee may at any reasonable time or times 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 Declarant or 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: 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 subdivided for sale, resale, gift, transfer or otherwise;
- (iii) No facilities, including poles and wires, for the transmission of electricity, telephone, messages and the like 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; and
- (iv) No boat, boat trailer, trailer or any similar items shall be stored in the open on any Lot.

Section 9.02: 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 without the express written authorization of the Association. The Association in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Association may mark certain trees, regardless of size, as not removable without written authorization.

Section 9.03: No birds, animals or insects shall be kept or maintained on any Lot except for domestic purposes. No dog shall be permitted to run at large unless said dog is restrained by an adequate collar and leash or unless 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 setting forth the type and number of animals that may be kept on any Lot.

Section 9.04: 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, as to color, location, nature, size and other characteristics of such signs or devices.

Section 9.05: No temporary building, trailer, garage or building in the course of construction or other Structure shall be used, temporarily, or permanently, as a residence on any Lot.

Section 9.06: 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 any approved Structure. If 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 such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. 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 9.07: No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, 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 9.08: 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 Association, by reason of its location upon the Lot or the height to which it is 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 fifteen (15) days prior written notice of such action.

Section 9.09: No sewage containing high foam detergents or other chemicals which cannot satisfactorily be absorbed by the normal operation of the sewage system shall be permitted to flow into the common sewage disposal system. The use of phosphate detergents shall be prohibited, excepting such brands as the Environmental Committee shall, from time to time, designate, after consultation with the Rochester Committee for Scientific Information or similar organization. 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.

ARTICLE X: EASEMENTS

Section 10.01: Easements and rights-of-way are hereby expressly reserved to Declarant, its 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 (a) 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 other similar facilities, and (b) storm-



water drains, land drains, public and private 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 Declarant, its successors and assigns, or which might create erosion or sliding problems, or change, obstruct or retard drainage flow.

Declarant 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 rights-of-way are reserved. Declarant shall also have the right, at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street to a slope of 2 to 1, but there shall be no obligation on either of them to do such grading or to maintain the slope.

Section 10.02: The term "Easement Area", as used herein, shall mean and refer to:

- (i) those areas on 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 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.

ARTICLE XI: ZONING AND SPECIFIC RESTRICTIONS

Section 11.01: 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 or 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: The provisions of this Article XII shall relate solely to Lots zoned for residential purposes.

Section 12.02: No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon the Property without the specific written approval of the Board. 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. The following activities, without limitation, may be permitted by the Environmental Committee in its discretion; music, art and dancing classes; day nurseries and schools; medical and dental offices; fraternal or social club meeting places; seamstress services.

Section 12.03: 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: Notwithstanding other provisions herein, the Environmental Committee may authorize any Owner with respect to his Lot to:



- (a) temporarily use a single-family dwelling house for more than one family.
- (b) maintain a sign other than as expressly permitted herein;
- (c) locate structures other than the principal dwelling house within set-back areas; or
- (d) use Structures other than the principal dwelling house or residence purposes on a temporary basis.

ARTICLE XIII: DURATION AND AMENDMENT

Section 13.01: The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by Declarant, the Association and the owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 1991, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may not be amended in any respect (except with regard to the annexation of additional properties as set forth in Section 2.02 hereof) except by the execution of an instrument signed, by not less than 75% of the Lot owners. No amendment shall be effective until recorded in the Office of the Clerk of Ontario County, New York, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 1991, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than 67% of the Lot owners. Such instrument to amend or terminate shall not become effective until recorded in the Clerk's Office of Ontario County, New York, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

ARTICLE XIV: GENERAL

Section 14.01: Violation or breach of any Restriction herein contained shall give Declarant, or the Association, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exist and summarily to abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots within the Property to enforce the Bristol Harbour Village Restrictions; by appropriate judicial proceeding.

Section 14.02: The failure of Declarant, the Association or the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns, to enforce any Restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

Section 14.03: No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Section 14.04: The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Section 14.05: Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

Section 14.06: Any party to a proceeding who succeeds in enforcing a Restriction or enjoying the



violation of a Restriction against a Lot owner may be awarded a reasonable attorneys' fee against such Lot owner.

Section 14.07: The Association and the Environmental Committee where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of the Association or any other person or entity entitled to enforce the provisions hereof shall be resolved in favor the construction or interpretation of the Association (or the Environmental Committee when acting as set forth above).

The Association and the Environmental Committee to the extent specifically provided herein, 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 and the Environmental Committee shall take into consideration the best interests of the owners and Tenants and of the Property to the end that the Property shall be preserved and maintained as a high quality community.

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

Section 14.08: The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

Section 14.09: No violation of any of these Bristol Harbour Village Restrictions shall defeat or render invalid the lien of any purchase money first mortgage or building loan made in good faith and for value upon any portion of the Property, provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' foreclosure sale shall be bound by and subject to these Bristol Harbour Village Restrictions as fully as any other Owner of any portion of the Property.

Section 14 .10: Each grantee accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these Bristol Harbour Village Restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these Bristol Harbour Village Restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.



SIGNATURES / AFFIDAVITS for the DECLARATION²

IN WITNESS WHEREOF, the parties have set their hands and respective seals as of the day and year first above written.

BRISTOL RECREATION SYSTEMS, INC.

By: _____

BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.

By: _____

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this ___ day of _____, 1971, before me personally came _____
who being by me duly sworn, did depose and say that he resides at _____
in the State of New York, that he is the _____
of BRISTOL RECREATION SYSTEMS, INC., the corporation described in and which executed the foregoing
instrument; that he knows seal of said corporation; that the seal affixed to instrument is said corporate seal;
that it was so order of the Board of Directors of said corporation and that he signed his name thereto by like
order.

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this ___ day of _____, 1971, before me personally came _____
who being by me duly sworn, did depose and say that he resides at _____
in the State of New York, that he is the _____
of BRISTOL HARBOUR VILLAGE ASSOCIATION, INC., the corporation described in and which executed the
foregoing instrument; that he knows seal of said corporation; that the seal affixed to instrument is said
corporate seal; that it was so order of the Board of Directors of said corporation and that he signed his name
thereto by like order.

² The July 1, 1971 Offering Statement document held by BHVA and Kenrick does not contain executed facsimiles of these Affidavits.



EXHIBIT C: DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION

Property owned by Declarant, Bristol Recreation Systems, Inc., and subject to the Declaration And Agreement Of Covenants, Easements, Charges and Liens (see EXHIBIT B) 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° 51' 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 Gully; thence the following courses and distances along the top of the bank on the westerly side of Seneca Point Gully, 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, 12.55 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 D: CERTIFICATE OF INCORPORATION OF BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.

Under Section 402 of the Not-for-Profit Corporation Law, the undersigned, being over the age of 19 years, for the purpose of forming a corporation under Section 402 of the Not-for-Profit Corporation Law does hereby certify as follows:

FIRST: The name of the corporation, hereafter sometimes referred to as the "Association", shall be BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.

SECOND: The purposes for which the Association is formed are as follows:

(1) To organize and operate a civic organization which shall not be organized or operated for profit, but which shall be organized and operated exclusively for the promotion of the common good and social welfare of the members of this Association, in the community of Bristol Barbour Village. Bristol Harbour Village being defined as the community to be developed on that tract of land in the Town of South Bristol, Ontario County, State of New York, presently consisting of 130 acres of land, more or less, the fee of which (excepting 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 & Lookup Associates and filed in the Ontario County Clerk's Office as Map No. 4686), is presently beneficially owned by Bristol Recreation Systems, Inc., hereinafter called "Systems", a New York Corporation; and more particularly described in the following instruments recorded in the Office of the Clerk of the County of Ontario, 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

Copies of the foregoing instruments shall file in the office of the Association.

EXCEPTING therefrom the following described premises which shall be conveyed by Systems to Bristol Sewerage Disposal Corporation, a domestic Transportation 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° 51' 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 and reserved by Bristol Recreation Systems, Inc. adjacent to Seneca Point Gulley.

The tract of land first above described, excepting the premises to be conveyed to Bristol Sewerage Disposal Corporation, together with any additional land in the County of Ontario which may hereafter be subjected to the "Declaration", as hereinafter defined, by any amendment or supplement thereto filed in said Ontario County Clerk's Office, being sometimes referred to herein as the "Property".

(2) No part of the revenues of the Association shall inure to the benefit of any member, director, officer of the Association, or any private individual, firm or corporation, except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes.

(3) Notwithstanding any other provision of this certificate, the Association shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under



Section 501 of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

THIRD: To carry out its purposes, the Association shall have the following powers:

(1) To aid, promote, and provide for the establishment, advancement and perpetuation of any and all utilities, systems, services and facilities within Bristol Harbour Village which tend to promote the general welfare of the Members of this Association with regard to health, safety, recreation, comfort or convenience to the extent and in the manner deemed desirable by the Board of Directors;

(2) To exercise all the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth and undertaken in the Declaration And Agreement Of Covenants, Easements, Charges and Liens (see EXHIBIT B) (the "Declaration") applicable to the Property, which shall here- after be executed by and between Bristol Recreation Systems, Inc. or any other person, firm, corporation or entity having principal title to any part of the Property and this Association which is to be recorded in the Office of the Ontario County Clerk and as the same may be modified or supplemented. Copies of the Declaration and any modification or supplemental declaration shall be on file in the office of the Association;

(3) To operate and maintain, or provide for the operation and maintenance of, any properties which may from time to time be designated or conveyed to the Association for operation and maintenance as areas serving the general welfare of Bristol Harbour Village and the Members of this Association with regard to health, safety, recreation, comfort and convenience, all pursuant to the Declaration and subject to the provisions thereof;

(4) To enforce all covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements and liens provided in the Declaration and to assess, collect, and disburse the charges created under such Declaration and to use the proceeds of such charges for the promotion of any and all of the purposes heretofore mentioned in any lawful manner determined by the Board of Directors, pursuant to and subject to the provisions of the Declaration;

(5) To make contracts, incur liabilities, and borrow money; and to issue bonds, notes and other obligations and secure the same (i) by mortgage or deed of trust of all or any part of the property, franchises and income of the Association, and/or (ii) by the charges imposed on the property of others under, and the liens on such property created by, the Declaration; and to guarantee the obligations of others in which it may be interested in the furtherance of the purposes of the Association.

(6) To lease, sell or donate to the Town of Sout11 Bristol or to the County of Ontario or the State of



New York or to any agency, subdivision, authority or instrumentality of said Town, County, or State, or other non-profit organization, any of the property or facilities acquired or constructed by the Association when in the opinion of the Board of Directors such leasing, sale or donation is desirable for and beneficial to the social welfare of the Members of this Association in Bristol Harbour Village, upon such terms and conditions as the Board of Directors may deem acceptable. No such dedication or transfer shall be effective unless an instrument signed by 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.

(7) To fix, charge and collect tolls, fees, rates, rentals and other charges for the use of the facilities of, or for the services rendered by the Association not for profit but for the purpose of providing for the payment of the expenses of the Association, the cost of the construction, improvement, repair, equipping, furnishing, maintenance, and operation of its facilities, the cost of its services, and the principal and interest on its obligations.

(8) To solicit, receive and accept donations of money or property or any interest in property from the State of New York, the County of Ontario or any subdivision of either, the Federal Government or any agency or instrumentality thereof, or from any person.

(9) To enforce any restrictive covenant, and any covenant or other obligation providing for the payment of any charges, assessments or fees, which are a part of the Declaration or created by any contract, deed, or other instrument executed pursuant to the provisions of the Declaration, not for profit but for the purpose of providing for the payment of the expenses of the Association, the cost of the construction, improvement, repair, equipping, furnishing, maintenance, and operation of its facilities, the cost of its services, and the principal and interest on its obligations and to create any facilities, boards or associations deemed to be convenient by the Board of Directors for such enforcement.

(10) In general, and subject to such limitations and conditions as are or may be prescribed by law, to exercise such powers which now are or hereafter may be conferred by law upon a corporation organized for the purposes hereinabove set forth, or necessary or incidental to the powers so conferred, or conducive to the attainment of the purposes of the Association, subject to the further limitation and condition that, notwithstanding any other provisions of this certificate, only such powers shall be exercised as are in furtherance of the tax-exempt purposes of the Association and as may be



exercised by an organization exempt under Section 501 of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

FOURTH: The Association is a corporation as defined in Section 102(a) (5) of the Not-for-Profit Corporation Law and shall be a Type A corporation under Section 201 (b) of the Not-for-Profit Corporation Law.

FIFTH: The office of the Association is to be located in the Town of South Bristol, County of Ontario, State of New York.

SIXTH: The territory in which the activities of the Association are reasonably to be conducted is the County of Ontario, State of New York.

SEVENTH: The Association has not been formed for pecuniary profit or financial gain and no part of the assets, income, or profit of the Association shall be distributable to, or inure to the benefit of, its members, directors or officers except to the extent permitted under the Not-for-Profit Corporation Law.

EIGHTH: The Post Office address of the Association is R. D. No. 3, Canandaigua, New York.

NINTH: No approvals or consents are required under the Not-for-Profit Corporation Law prior to the filing of this Certificate of Incorporation.

IN WITNESS WHEREOF, I have signed this Certificate of Incorporation this ___ day of _____, 1971³.

INCORPORATOR
Frederick W. Sarkis
199 Ambassador Drive
Rochester, New York

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this ___ day of _____, 1971, before me personally appeared FREDERICK W. SARKIS, to me known and known to me to be the person described in and who executed the foregoing Certificate of Incorporation, and he duly acknowledged to me that he executed the same.

Notary Public

³ The July 1, 1971 Offering Statement document held by BHVA and Kenrick does not contain executed facsimiles of these Affidavits.



EXHIBIT E: BHVA ESTIMATED BUDGET (June 1, 1971)

BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.
 ESTIMATED OPERATING EXPENSE BUDGET¹
 FOR
 COMMUNITY SERVICE FACILITIES,
 COMMUNITY RECREATIONAL FACILITIES and
 ADMINISTRATION -- ANNUAL BASIS*

A. Community Service Facilities:

1. Payroll Maintenance (one man)	\$ 7,800
2. Payroll Taxes	1,560
3. Rights of Way ² , Reserve for Maintenance	1,000
4. Rights of Way ² - Snow Removal Service	3,550
5. Water Distribution System ³ , electric, maintenance and chemicals (187 units)	2,500
6. Lighting ⁴	300
7. Rubbish Remval ³ (twice per week)	3,750

B. Community Recreational Facilities:

1. Payroll Beach Area Life Guards ⁵ 1 1/2 employees - 560 hours (70 days x 8 hours)	1,400
2. Payroll Caretaker	3,900
3. Payroll Taxes	780
4. Landscape Maintenance	2,000
5. Beach Maintenance	1,200
6. Elevator Maintenance	1,500
7. Insurance - Public Liability and Fire and Extended Coverage	1,150

C. Administration:

1. Payroll - Office Clerk	3,250
2. Payroll Taxes	650
3. Office Rent and Office Supplies	1,500
4. Professional Services (CPA - Annual Audit)	500
5. Miscellaneous	1,500
6. Management Fee	3,979
Total Annual Expenses	\$43,769

ESTIMATED CHARGES FOR ASSOCIATION SERVICE AND RECREATIONAL FACILITIES

<u>Unit Description</u>	<u>Total Number of Units</u>	<u>Estimated ⁶ Monthly Charges</u>	<u>Total Annual Collection</u>
Oxford	7	\$ 21.00	\$ 1,757
Harvard	4	23.00	1,088
Straton	3	27.00	957
Oxford A	19	18.00	4,123
Harvard A	6	19.00	1,380
Straton A	12	20.00	2,940
Harvard AA	3	26.00	936
Straton AA	3	25.00	912
Straton AAA	1	26.00	308
Single Family Residences	57	24.50	16,758
Attached Single Family Residences	72	13.50	11,664
Clubhouse and Marina		74.00	888
			<u>\$43,711</u>

* Association property taxes are not included, an application for exemption shall be made.



FOOTNOTES to EXHIBIT E

- 1) The estimate of these expenses is based upon the first year of full occupancy of Phase I improvements consisting of (i) 58 condominium units in the Easterly Parcel; (ii) 57 single family residences on subdivision lots in the Westerly Parcel 1; (iii) 72 attached single family units in Westerly Parcel 1; and (iv) Bristol Harbour Village Yacht Clubhouse, boat docks and marina facilities.
- 2) The rights of way contemplated are (i) to the 58 condominium units and Bristol Harbour Village Yacht Clubhouse, see Exhibit B; (ii) to all of the subdivision lots in Westerly Parcel 1, see Exhibit N.
- 3) Service contemplated is for (i) the 58 condominium units; (ii) The Bristol Harbour Village Yacht Clubhouse; and the subdivision lots in Westerly Parcel 1.
- 4) For lighting the right of way to the (i) 58 condominium units; and (ii) the Bristol Harbour Village Yacht Clubhouse.
- 5) Swimming in Canandaigua Lake off the beach area shall be available during the period July 1 to Labor Day and lifeguards will be on duty during the hours of 12:00 Noon to 8:00 p.m. daily.
- 6) The total assessed valuation of Phase I improvements consisting of the 58 condominium units, 57 single family residences, 72 attached single family units and Bristol Harbour Village Yacht Clubhouse, boat docks and marina facilities is estimated to be in the sum of \$2,302,960, which estimated total assessed valuation is arrived at by assigning the sum of \$50,000 as an average market value of 57 lots improved with a single family residence and by assigning the sum of \$27,500 as an average market value of 72 lots improved with an attached single family unit and by assigning the sum of \$150,000 as the market value of the Bristol Harbour Village Yacht Clubhouse, boat docks and marina facilities and by adding said sums to the proposed market value of Condominium No. 1 and multiplying said total market value sum of \$7,428,905 by the Equalization Rate of 31 per cent for the Town of South Bristol published for the year 1970 by the Board of Equalization and Assessment, a Division of the Office for Local Government of the State of New York.

PURCHASERS ARE ADVISED THAT THE ASSESSMENT OF AN OWNER'S PROPERTY CAN BE CHANGED YEARLY BY THE TOWN ASSESSOR OF THE TOWN OF SOUTH BRISTOL AND, IF THE ASSESSMENT IS INCREASED, AN OWNER'S CONTRIBUTION TO THE ASSOCIATION'S EXPENSES MAY THEREBY BE INCREASED.

THE ESTIMATE OF THE TOTAL ASSESSED VALUATION OF PHASE I IMPROVEMENTS SET FORTH ABOVE AND IN THE SUM OF \$2,302,960 WAS MADE BY WILLIAM J NEALON, JR., SPONSOR'S TREASURER, AND PURCHASERS ARE ADVISED THAT THE ACTUAL MARKET VALUES OF THE PROJECTED IMPROVEMENTS MAY VARY WITH THOSE VALUES ASSIGNED BY MR. NEALON, AND IF THE ACTUAL MARKET VALUES ARE LESS THAN THOSE VALUES ASSIGNED, AN OWNER'S CONTRIBUTION TO THE ASSOCIATION'S EXPENSES MAY THEREBY BE INCREASED.



BHVA TREASURER'S STATEMENT



BRISTOL RECREATION SYSTEMS INC.

RD No.3 CANANDAIGUA, NEW YORK 14424 PHONE 315-374-6421

June 1, 1971

Bristol Harbour Village Association, Inc.
R. D. No. 5
Canandaigua, New York 14424

Gentlemen:

The Board of Directors of Bristol Harbour Village Association, Inc. shall prepare a budget for operating and maintaining the Community Service and Community Recreational Facilities for Bristol Harbour Village from time to time and at least once each year.

The budget annexed to the Offering Plan as Exhibit D(2) at page A20 is predicated on experience with similar services and facilities which were built and maintained as cooperatives and/or condominiums and, excepting the legal form of ownership, are very similar in nature. While this estimate is believed to be conservative, actual operations may disclose higher costs. This would result in increased monthly charges.

The estimated operating budget includes the cost of maintaining the rights of way, water distribution system, beach area, elevator to the beach, lighting for improved rights of way in the easterly parcel, rubbish removal, and providing life guards for the beach area as well as administrative expenses.

We believe these estimates to be dependable, accurate and adequate. These estimates were prepared by the undersigned, who is treasurer of Sponsor.

Very truly yours,

BRISTOL RECREATION SYSTEMS, INC.

By 
William J. Nealon, Jr.
Treasurer

A SUBSIDIARY OF BRISTOL MOUNTAIN ENTERPRISES INC.



EXHIBIT F: ZONING

The Town of South Bristol has adopted a zoning ordinance, the effective date of which was February 17, 1970. The pertinent provisions of the ordinance provide:

6. DEFINITIONS ...

20. NON-CONFORMING STRUCTURE, USE OR PROJECT. A structure, use or project existing or substantially commenced in accordance with Section 21 herein, upon the effective date of this ordinance which does not conform with the regulations set forth herein for the district in which it is situated."

21. SUBSTANTIAL COMMENCEMENT OF A STRUCTURE, USE OR PROJECT. The existence upon the date this ordinance becomes effective of any professionally prepared plans, drawings, blueprints or plot plans, effectively showing the proposed use, size and location of the buildings to be constructed or the existence upon said date of any excavation or site preparation for a proposed use, buildings or project shall be deemed a substantial commencement thereof, and shall be permitted to continue to completion under the following terms and conditions:

- 1) A plot plan showing the proposed use, size and location of each building or other structure or the proposed use and development of the tract of land to be completed shall be filed with the Town Clerk within 90 days from the effective date of this ordinance.
- 2) For each structure commenced after the effective date of this ordinance, a building permit shall be required. Such permit shall be issued if there is no increase in size of the structure, its location is not materially changed and it conforms to the use, all as set forth on the plot plan previously filed.
- 3) No variation in the use, increase in the size or material change in the location of any building or other structure shall be permitted, except where such variation in the use, increase in the size or change in the location conforms to the provisions of this ordinance, either as a permitted use or upon approval as a special use.
- 4) Upon filing the plot plan as above set forth the owner or developer shall file with the Town Clerk a statement in writing setting forth the date upon which the building or other structure or the development of the tract of land shall be completed. Except where such time is extended upon application to the Board of Appeals upon good cause shown, any building or other structure or any portion of the development of the tract of land not completed upon such date shall be deemed abandoned."

Sponsor is advised by its attorneys that the development of Bristol Harbour Village will fall within the zoning ordinance as a pre-existing non-conforming use, inasmuch as there existed upon the date the Zoning Ordinance of the Town of South Bristol became effective professionally prepared plans, drawings, blueprints and plot plans effectively showing the proposed uses, size and location of the buildings to be constructed within the proposed Village and plot plans showing the proposed uses, size and location of said buildings to be constructed were filed in the Office of the Clerk of the Town of South Bristol within 90 days from the effective date of the ordinance.



**EXHIBIT G:
CERTIFICATE of AMENDMENT and RESTATEMENT
BRISTOL HARBOUR VILLAGE ASSOCIATION
Dated February 4, 2010**

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

