

DECLARATION OF COVENANTS, RESTRICTIONS
EASEMENTS, CHARGES AND LIENS

DECLARANT - Briaridge Development Corp.
55 Woodlake Road North
Albany, New York 12203

DATE OF DECLARATION – NOVEMBER , 1974

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DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS

Declaration made as of this day of , 1974, by Briaridge Development Corp., a corporation organized and existing under the laws of the State of New York, with an office at 55 Woodlake Road North, Albany, New York, hereinafter referred to as "Declarant" or "Sponsor".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property in the Town of East Greenbush, County of Rensselaer, State of New York, which is more particularly described as:

All that tract, piece or parcel of land situate in the Town of East Greenbush, Rensselaer County, New York being further bounded and described as follows:

BEGINNING at a point in the common division line between lands now or formerly of Albert Martino on the West and lands formerly of William E. and Gary L. Ronan on the East, said point being the following four courses as measured along said common division line from its intersection with the Easterly margin of Troy Road, New York State Route 4 and 40, South 80 deg. 19 min. 50 sec. East, 506.05 feet to a point; thence South 5 deg. 57 min. 10 sec. West, 18.00 feet to a point; thence South 70 deg. 21 min. 30 sec. East, 211.23 feet to a point; thence North 26 deg. 45 min. 40 sec. East, 425.00 feet to said point of beginning, said point of beginning also being the Northwest corner of lands known as Southgate West Condominium and runs thence from said point of beginning along the common division line between the lands now or formerly of Albert Martino on the West and lands formerly of William E. and Gary L. Ronan on the East, North 26 deg. 45 min. 40 sec. East, 643.73 feet to a point; thence through the lands formerly of Ronan, along lands now or formerly of Gerald P. and Virginia Hordines and again through lands formerly of Ronan the following three courses: South 63 deg. 14 min. 20 sec. East, 111.00 feet to a point; thence North 26 deg. 45 min. 40 sec. East, 32.07 feet to a point; thence South 60 deg. 56 min. 30 sec. East, 517.84 feet to a point in the Westerly line of lands now or formerly of Michaels Estate; thence along the Westerly line of lands flow or formerly of Michaels Estate, South 25 deg. 23 min. 00 sec. West, 1,247.10 feet to a point; thence through lands formerly of Ronan and along the Commons an existing Street, North 64 deg. 37 min. 00 sec. West, 272.00 feet to a point; thence continuing along the Northerly line of the Commons, North 63 deg. 14 min. 20 sec. West, 7.00 feet to a point of curvature in the Easterly line of Donna Lynn Drive; thence along said Easterly line of Donna Lynn Drive the following five courses: Northeasterly along a curve to the right of radius 25.00 feet, an arc length of 39.27 feet, having a chord of North 18 deg. 14 min. 20 sec. West, 35.36 feet to a point of tangency; thence North 26 deg. 45 min. 40 sec. East, 77.24 feet to a point of curvature; thence Northeasterly along a curve to the right of radius 900.00 feet, a distance of 211.92 feet to a point of tangency; said curve having a chord of North 33 deg. 30 min. 20 sec. East, 211.40 feet; thence North 40 deg. 15 min. 00 sec. East, 153.33 feet to a point of curvature; thence Northerly along a curve to the left of radius 475.81

feet, an arc length of 140.90 feet to a point; said arc having a chord of North 31 deg. 45 min. 50 sec. East, 140.42 feet; thence North 64 deg. 37 min. 00 sec. West, 60.05 feet to a point in the Easterly line of lands now or formerly of Essgee Homeowners Association, Inc.; thence along the Easterly, Northerly and Westerly line of lands now or formerly of Essgee Homeowners Association, Inc. the following five courses: Northerly along a curve to the left of radius 415.81 feet, an arc length of 111.06 feet, said arc having a chord of North 15 deg. 19 min. 20 sec. East, 110.74 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 90.35 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 95.00 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 20.00 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 15.00 feet to a point in the Northerly line of lands now known as Southgate West Condominium, thence along said Northerly line, North 63 deg. 14 min. 20 sec. West, 235.00 feet to the point or place of beginning and containing 13.038 ± acres of land.

Subject to an easement for ingress and egress previously granted to William F. and Gary L. Ronan, said easement dated May 22, 1973 and being further bounded and described as follows: BEGINNING at a point in the proposed East line of Donna Lynn Drive, said point being the following three courses from the South line of Luther Road as measured along Donna Lynn Drive, its proposed relocation and extension, South 11 deg. 24 min. 30 sec East, 374.13 feet to a point; South 26 deg. 45 min. 40 sec. West, 207.63 feet to a point of curvature and along a curve to the left having a radius of 450.00 feet, a central angle of 10 deg. 02 min. 10 sec. for a distance of 78.83 feet to the point of beginning; thence through the proposed Commons of East Greenbush the following four courses, South 64 deg. 37 min. 00 sec. East, 109.86 feet to a point; thence South 44 deg. 49 min. 10 sec. East, 53.14 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 115.00 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 108.28 feet to a point in the South line of Ronan; thence along Ronan, South 60 deg. 56 min. 30 sec. East, 20.04 feet to a point; thence through the proposed Commons of East Greenbush the following four courses, South 25 deg. 23 min. 00 sec. West, 127.00 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 138.49 feet to a point; thence North 44 deg. 49 min. 10 sec. West, 53.14 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 102.86 feet to a point in the East line of the proposed Donna Lynn Drive; thence Northerly along a curve to the right having a radius of 450.00 feet, a central angle of 2 deg. 35 min. 10 sec. for a distance of 20.31 feet to the point and place of beginning.

Together with an easement for ingress and egress over Donna Lynn Drive until such time as said Donna Lynn Drive is conveyed, dedicated and accepted by the Town of East Greenbush, County of Rensselaer and State of New York.

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

ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration shall, unless the context otherwise prohibits, have the meanings set forth below:

Section 1. "Association" shall mean and refer to the Briaridge Homeowners Association, Inc., a New York Not-For-Profit Corporation, its successors and assigns.

Section 2. "The Properties" shall mean and refer to that certain real property hereinbefore described together with any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Excepting from the first hereinabove described parcel a strip of land generally 60 feet in width and approximately 733.4 feet in length along its centerline to be used for highway purposes and to be dedicated to the Town of East Greenbush, to be known as Donna Lynn Drive and being further bounded and described as follows:

BEGINNING at a point in the northerly line of lands of Briaridge Homeowners Association, said point of beginning being located North 60 deg. 56 min. 30 sec. West, 457.79 feet as measured along the Northerly line of lands of Briaridge Homeowners Association from its intersection with the Westerly line of lands now or formerly of Michaels Estate and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following four courses: South 26 deg. 45 min. 40 sec. West, 29.66 feet to a point of curvature; thence Southerly and Easterly along a curve to the left of radius 450.00 feet, a distance of 260.04 feet to a point of tangency; thence South 6 deg. 20 min. 10 sec. East, 195.90 feet to a point of curvature; thence Southwesterly along a curve to the right of radius 475.81 feet, a distance of 245.94 feet to the Northeast corner of Donna Lynn Drive (an existing Town highway); thence along the Northerly line of Donna Lynn Drive, North 64 deg. 37 min. 00 sec. West, 60.05 feet to a point in the Easterly line of lands now or formerly of Essgee Homeowners Association, Inc.; thence along the Easterly line of lands now or formerly of Essgee Homeowners Association, Inc., Northeasterly along a curve to the left of radius 415.81 feet, a distance of 111.06 feet to a point; thence through lands of Briaridge Homeowners Association the following three courses: Northeasterly along a curve to the left of radius 415.81 feet, a distance of 101.66 feet to a point of tangency; thence North 6 deg. 20 min. 10 sec. West, 195.90 feet to a point of curvature; thence Northeasterly along a curve to the right of radius 510.00 feet, a distance of 294.61 feet to a point of tangency in the Northerly line of lands of Briaridge Homeowners Association; thence continuing along the common division line between lands of Briaridge Homeowners Association on the East and lands of William E. and Gary L. Ronan on the West, North 26 deg. 45 min. 40 sec. East, 32.07 feet to a point; thence continuing along the common division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, South 60 deg. 56 min. 30 sec. East, 60.05 feet to the point or place of beginning, being a strip of land generally 60 feet in width and approximately 733.4 feet in length

along its centerline to be used for highway purposes to be dedicated to the Town of East Greenbush and to be known as Donna Lynn Drive, containing 1.010 ± acres.

Also excepting from The Properties hereinabove described, the following twenty-six parcels:

PARCEL 100

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 1100.32 feet to a point and North 64 deg. 37 min. 00 sec. West, 227.28 feet to said point of beginning; thence through the lands of Briaridge Homeowners Association the following five courses: South 25 deg. 23 min. 00 sec. West, 75.28 feet to a point; thence South 70 deg. 23 min. 00 sec. West, 8.79 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 43.78 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 81.50 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 50.00 feet to the point or place of beginning, containing 4,055.68 square feet or 0.093± acres.

PARCEL 300

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 1222.94 feet to a point, and North 64 deg. 37 min. 00 sec. West, 67.32 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following seven courses: North 64 deg. 37 min. 00 sec. West, 181.17 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 41.12 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 14.99 feet to a point; thence North 70 deg. 23 min. 00 sec. East, 8.79 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 155.44 feet to a point; thence South 00 deg. 16 min. 50 sec. West, 10.65 feet to a point; thence South 25 deg. 23 min. 00 sec. West, 37.70 feet to the point or place of beginning and containing 8,440.97 square feet or 0.194 ± acres.

PARCEL 500

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 1185.25 feet to a point and North 64 deg. 37 min. 00 sec. West, 24.50 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge

Homeowners Association the following five courses: North 64 deg. 37 min. 00 sec. West, 42.82 feet to a point; thence North 00 deg. 16 min. 50 sec. East, 10.65 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 140.03 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 47.33 feet to a point; thence South 25 deg. 23 min. 00 sec. West, 149.67 feet to the point or place of beginning and containing 7,062.37 square feet or 0.162 ± acres.

PARCEL 700

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 1,030.11 feet to a point and North 64 deg. 37 min. 00 sec. West, 122.61 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following nine courses: North 64 deg. 37 min. 00 sec. West, 57.75 feet to a point; thence South 25 deg. 23 min. 00 sec. West, 11.00 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 37.75 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 12.83 feet to a point; thence North 19 deg. 37 min. 00 sec. West, 12.73 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 10.00 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 40.50 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 114.50 feet to a point; thence South 25 deg. 23 min. 00 sec. West, 51.33 feet to the point or place of beginning, containing 6,127.60 square feet or 0.141 ± acres.

PARCEL 900

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 1,072.28 feet to a point and North 64 deg. 37 min. 00 sec. West, 218.11 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following five courses; North 64 deg. 37 min. 00 sec. West, 49.00 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 53.00 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 40.00 feet to a point; thence South 19 deg. 37 min. 00 sec. East, 12.73 feet to a point; thence South 25 deg. 23 min. 00 sec. West, 44.00 feet to the point or place of beginning and containing 2,556.50 square feet or 0.059 ± acres.

PARCEL 1100

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec.

West, 887.11 feet to a point, and North 64 deg. 37 min. 00 sec. West, 121.44 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following six courses: South 25 deg. 23 min. 00 sec. West, 41.66 to a point; thence North 64 deg. 37 min. 00 sec. West, 115.00 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 47.33 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 85.75 feet to a point; thence South 25 deg. 23 min. 00 sec. West, 5.67 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 29.25 feet to the point or place of beginning and containing 5,277.49 square feet or 0.121 ± acres.

PARCEL 1300

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 785.37 feet to a point and North 64 deg. 37 min. 00 sec. West, 24.50 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following nine courses: South 25 deg. 23 min. 00 sec. West, 190.17 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 41.67 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 74.25 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 2.67 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 34.17 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 2.67 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 79.94 feet to a point; thence North 71 deg. 02 min. 40 sec. East, 2.59 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 39.81 feet to a point or place of beginning and containing 8,012.94 square feet or 0.184 ± acres.

PARCEL 1500

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 745.52 feet to a point and North 64 deg. 37 min. 00 sec. West, 64.31 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following five courses: South 25 deg. 23 min. 00 sec. West, 39.85 feet to a point; thence South 71 deg. 02 min. 40 sec. West, 2.59 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 132.81 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 41.67 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 114.67 feet to the point or place of beginning and containing 5,609.31 square feet or 0.129 ± acres.

PARCEL 1700

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 652.19 feet to a point and North 64 deg. 37 min. 00 sec. West, 148.83 feet to said point of beginning and runs thence from said point or place of beginning through lands of Briaridge Homeowners Association the following four courses: South 25 deg. 23 min. 00 sec. West, 47.33 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 42.50 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 47.33 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 42.50 feet to the point or place of beginning and containing 2,011.65 square feet or 0.046 ± acres.

PARCEL 1900

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 697.52 feet to a point and North 64 deg. 37 min. 00 sec. West, 24.50 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following four courses: North 64 deg. 37 min. 00 sec. West, 48.33 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 126.83 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 48.33 feet to a point; thence South 25 deg. 23 min. 00 sec. West, 126.83 feet to the point or place of beginning and containing 6,130.22 square feet or 0.141 ± acres.

PARCEL 2100

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 407.85 ft. and North.64 deg. 37 min. 00 sec. West. 24.50 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following four courses: South 25 deg. 23 min. 00 sec. West, 162.83 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 41.67 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 162.83 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 41.67 feet to the point or place of beginning and containing 6,784.60 square feet or 0.156 ± acres.

PARCEL 2300

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 585.78 feet to a point and North 64 deg. 37 min. 00 sec. West, 191.52 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following six courses: North 6 deg. 23 min. 00 sec. East, 165.00 feet to a point; thence South 83 deg. 37 min. 00 sec. East, 49.83 feet to a point; thence South 6 deg. 23 min. 00 sec. West, 107.25 feet to a point; thence North 83 deg. 37 min. 00 sec. West, 2.50 feet to a point; thence South 6 deg. 23 min. 00 sec. West, 57.75 feet to a point; thence North 83 deg. 37 min. 00 sec. West, 47.33 feet to the point or place of beginning and containing 8,078.07 square feet or 0.185± acres.

PARCEL 2500

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 321.49 feet to a point and North 64 deg. 37 min. 00 sec. West, 94.78 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following six courses: South 49 deg. 16 min. 50 sec. West, 52.75 feet to a point; thence North 40 deg. 43 min. 10 sec. West, 5.66 feet to a point; thence South 49 deg. 16 min. 50 sec. West, 47.25 feet to a point; thence North 40 deg. 43 min. 10 sec. West, 41.67 feet to a point; thence North 49 deg. 16 min. 50 sec. East, 100.00 feet to a point; thence South 40 deg. 43 min. 10 sec. East, 47.33 feet to the point or place of beginning, containing 4,465.53 square feet or 0.103 ± acres.

PARCEL 2700

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 278.14 feet to a point and North 64 deg. 37 min. 00 sec. West, 98.78 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following four courses: North 87 deg. 58 min. 30 sec. West, 47.33 feet to a point; thence North 2 deg. 1 min. 30 sec. East, 42.50 feet to a point; thence South 87 deg. 58 min. 30 sec. East, 47.33 feet to a point; thence South 2 deg. 1 min. 30 sec. West, 42.50 feet to the point or place of beginning, containing 2,011.65 square feet or 0.046 ± acres.

PARCEL 2900

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 220.22 feet to a point and North 64 deg. 37 min. 00 sec. West, 135.63 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following four courses: South 66 deg. 12 min. 20 sec. West, 41.67 feet to a point; thence North 23 deg. 47 min. 40 sec. West, 50.50 feet to a point; thence North 66 deg. 12 min. 20 sec. East, 41.67 feet to a point; thence South 23 deg. 47 min. 40 sec. East, 50.50 feet to the point or place of beginning, containing 2,104.13 square feet or 0.048 ± acres.

PARCEL 3100

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 170.41 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 195.86 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following four courses: South 40 deg. 2 min. 10 sec. West, 47.33 feet to a point; thence North 49 deg. 57 min. 50 sec. West, 42.50 feet to a point; thence North 40 deg. 02 min. 10 sec. East, 47.33 feet to a point; thence South 49 deg. 57 min. 50 sec. East, 42.50 feet to the point or place of beginning and containing 2,011.65 square feet or 0.046 ± acres.

PARCEL 3300

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 161.82 feet to a point and North 64 deg. 37 min. 00 sec. West, 256.47 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following ten courses: South 25 deg. 23 min. 00 sec. West, 60.67 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 132.50 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 67.00 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 19.25 feet to a point; thence South 25 deg. 23 min. 00 sec. West, 6.33 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 21.50 feet to a point; thence South 25 deg. 23 min. 00 sec. West, 5.00 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 43.00 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 5.00 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 48.75 feet to the point or place of beginning, containing 7,944.64 square feet or 0.182 ± acres.

PARCEL 3500

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Northerly line of lands of Briaridge Homeowners Association, North 60 deg. 56 min. 30 sec. West, 179.35 feet to a point and South 29 deg. 03 min. 30 sec. West, 23.72 feet to said point of beginning that runs thence from said point of beginning through lands of Briaridge Homeowners Association the following ten courses: South 25 deg. 23 min. 00 sec. West, 47.34 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 52.75 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 12.33 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 112.00 feet to a point; thence South 25 deg. 23 min. 00 sec. West, 7.99 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 88.25 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 49.66 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 88.25 feet to a point; thence South 25 deg. 23 min. 00 sec. West, 6.66 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 164.75 feet to the point or place of beginning and containing 10,800.46 square feet or 0.248 ± acres.

PARCEL 3700

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Northerly line of lands of Briaridge Homeowners Association, North 60 deg. 56 min. 30 sec. West, 53.05 feet to a point and South 29 deg. 03 min. 30 sec. West, 24.44 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following four courses: South 25 deg. 23 min. 00 sec. West, 41.33 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 102.00 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 41.33 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 102.00 feet to the point or place of beginning and containing 4,215.81 square feet or 0.097 ± acres.

PARCEL 3900

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following two courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Easterly line of lands of Briaridge Homeowners Association, South 25 deg. 23 min. 00 sec. West, 65.79 feet to a point and North 64 deg. 37 min. 00 sec. West, 24.50 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following four courses: 25 deg. 23 min. 00 sec. West, 146.17 feet to a point; thence North 64 deg. 37 min. 00 sec. West, 47.00 feet to a point; thence North 25 deg. 23 min. 00 sec. East, 146.17 feet to a point; thence South 64 deg. 37 min. 00 sec. East, 47.00 feet to a point or place of beginning and containing 6,869.80 square feet or 0.158 ± acres.

PARCEL 2600

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following five courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Northerly and Westerly line of lands of Briaridge Homeowners Association, North 60 deg. 56 min. 30 sec. West, 517.84 feet to a point, South 26 deg. 45 min. 40 sec. West, 32.07 feet to a point, North 63 deg. 14 min. 20 sec. West, 111.00 feet to a point, South 26 deg. 45 min. 40 sec. West, 642.22 ft. and South 63 deg. 14 min. 20 sec. East, 188.17 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following fifteen courses: North 26 deg. 45 min. 40 sec. East, 116.25 feet to a point; thence South 63 deg. 14 min. 20 sec. East, 13.00 feet to a point; thence North 26 deg. 45 min. 40 sec. East, 39.00 feet to a point; thence South 63 deg. 14 min. 20 sec. East, 20.00 feet to a point; thence North 26 deg. 45 min. 40 sec. East, 53.71 feet to a point; thence South 88 deg. 11 min. 10 sec. East, 16.68 feet to a point; thence South 63 deg. 14 min. 20 sec. East, 37.87 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 61.08 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 12.00 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 20.50 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 13.33 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 20.50 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 13.85 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 113.92 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 46.82 feet to the point or place of beginning, containing 10,782.63 square feet or 0.248 ± acres.

PARCEL 2800

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following five courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Northerly and Westerly line of lands of Briaridge Homeowners Association, North 60 deg. 56 min. 30 sec. West, 517.84 feet to a point, South 26 deg. 45 min. 40 sec. West, 32.07 feet to a point, North 63 deg. 14 min. 20 sec. West, 111.00 feet to a point, South 26 deg. 45 min. 40 sec. West, 385.93 feet to a point and South 63 deg. 14 min. 20 sec. East, 168.13 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following five courses: South 63 deg. 14 min. 20 sec. East, 68.17 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 40.30 feet to a point; thence North 88 deg. 11 min. 10 sec. West, 16.68 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 53.04 feet to a point; thence North 26 deg. 45 min. 40 sec. East, 47.33 feet to the point or place of beginning, and containing 3,173.28 square feet or 0.073 ± acres.

PARCEL 3000

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following five courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said

line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Northerly and Westerly line of lands of Briaridge Homeowners Association, North 60 deg. 56 min. 30 sec. West, 517.84 feet to a point, South 26 deg. 45 min. 40 sec. West, 32.07 feet to a point, North 63 deg. 14 min. 20 sec. West, 111.00 feet to a point, South 26 deg. 45 min. 40 sec. West, 437.72 feet to a point, and South 63 deg. 14 min. 20 sec. East, 24.50 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following eight courses: South 63 deg. 14 min. 20 sec. East, 51.34 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 99.75 feet to a point; thence South 63 deg. 14 min. 20 sec. East, 6.00 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 38.50 feet to a point; thence South 63 deg. 14 min. 20 sec. East, 6.33 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 66.25 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 63.67 feet to a point; thence North 26 deg. 45 min. 40 sec. East, 204.50 feet to the point or place of beginning, containing 11,545.77 square feet or 0.265 ± acres.

PARCEL 3200

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following five courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Northerly and Westerly line of lands of Briaridge Homeowners Association, North 60 deg. 56 min. 30 sec. West, 517.84 feet to a point, South 26 deg. 45 min. 40 sec. West, 32.07 feet to a point, North 63 deg. 14 min. 20 sec. West, 111.00 feet to a point, South 26 deg. 45 min. 40 sec. West, 429.50 feet to a point and South 63 deg. 14 min. 20 sec. East, 53.67 feet to said point or beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following fourteen courses: North 26 deg. 45 min. 40 sec. East, 206.50 feet to a point; thence South 63 deg. 14 min. 20 sec. East, 7.17 feet to a point; thence North 71 deg. 45 min. 40 sec. East, 15.56 feet to a point; thence South 63 deg. 14 min. 20 sec. East, 33.50 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 35.25 feet to a point; thence South 63 deg. 14 min. 20 sec. East, 4.00 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 48.00 feet to a point; thence South 63 deg. 14 min. 20 sec. East, 1.67 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 41.00 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 8.00 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 40.00 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 5.33 feet to a point; thence South deg. 45 min. 40 sec. West, 53.25 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 44.00 feet to the point or place of beginning and containing 11,020.61 square feet or 0.253 ± acres.

PARCEL 3400

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following five courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Northerly and Westerly line of lands of Briaridge Homeowners Association, North 60 deg. 56 min. 30 sec. West, 517.84 feet to a point, South 26 deg. 45 min. 40 sec. West, 32.07 feet to a point, North 63 deg. 14 min. 20 sec. West, 111.00 feet to a point, South 26 deg. 45 min. 40 sec.

West, 127.33 feet to a point and South 63 deg. 14 min. 20 sec. East, 24.50 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following seven courses: South 63 deg. 14 min. 20 sec. East, 44.33 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 35.92 feet to a point; thence South 63 deg. 14 min. 20 sec. East, 3.00 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 48.75 feet to a point; thence South 71 deg. 45 min. 40 sec. West, 15.56 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 36.33 feet to a point; thence North 26 deg. 45 min. 40 sec. East, 95.67 feet to the point or place of beginning and containing 4,359.91 square feet or 0.100 ± acres.

PARCEL 3600

BEGINNING at a point within the lands of Briaridge Homeowners Association, said point being the following five courses from the division line between the lands of Briaridge Homeowners Association on the South and lands of William E. and Gary L. Ronan on the North, where said line is intersected by the Westerly line of lands now or formerly of Michaels Estate, along the Northerly and Westerly line of lands of Briaridge Homeowners Association North 60 deg. 56 min. 30 sec. West, 517.84 feet to a point, South 26 deg. 45 min. 40 sec. West, 32.07 feet to a point, North 63 deg. 14 min. 20 sec. West, 111.00 feet to a point, South 26 deg. 45 min. 40 sec. 24.50 feet, and South 63 deg. 14 min. 20 sec. East, 24.50 feet to said point of beginning and runs thence from said point of beginning through lands of Briaridge Homeowners Association the following four courses: South 63 deg. 14 min. 20 sec. East, 63.00 feet to a point; thence South 26 deg. 45 min. 40 sec. West, 56.33 feet to a point; thence North 63 deg. 14 min. 20 sec. West, 63.00 feet to a point; thence North 26 deg. 45 min. 40 sec. East, 56.33 feet to the point or place of beginning, containing 3,548.98 square feet or 0.081 ± acres.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, and including the Declarant with respect to an unsold Lot.

Section 6. "Member" shall mean and refer to all those Home Owners who are members of the Association, as provided in Article III hereof.

Section 7. "Party Fence" shall mean and refer to a fence situate, or intended to be situate, on the boundary line between adjoining properties.

Section 8. "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support and each adjoining property, situate, or intended to be situate, on the boundary line between adjoining properties.

Section 9. "Declarant" shall mean and refer to Briaridge Development Corp. and its successors and assigns, if such successors and assigns should acquire an undeveloped portion of The Properties for purpose of development.

Section 10. "Home" shall mean any structure built upon a Lot.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;

(d) the right of the Declarant and of the Association to grant and reserve easements and rights-of-way, in, through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenance for public or private water, sewer, drainage, fuel oil and other utilities, and the right of the Declarant to grant and reserve easements and rights-of-way, in, through, under, over, upon and across the Common Areas for the completion of the Declarant's work and for the operation and maintenance of the Common Areas;

(e) the right of the individual owners to the exclusive use of parking spaces and provided in this article.

Section 2. Delegation of Use. Any member may delegate in accordance with the By-Laws and the Rules and Regulations of the Association, his right of enjoyment to the Common Areas and facilities to the members of the family, his tenants, guests, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner to the use of certain automobile parking spaces which shall be as near and convenient to each Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. There will be approximately eighty-eight (88) such parking spaces which equals three (3) parking spaces for each four (4) Lots.

Section 4. Garage Use. In addition to the foregoing, each Lot Owner shall have the exclusive use of one garage located on the Common Areas, which shall be designated by

Declarant prior to closing of title to each Lot. The designated garage shall be as near and convenient to each Lot as reasonably possible.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on July 1, 1976.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within The Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of The Properties as a community and in particular for the improvement and maintenance functions herein set forth, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, and the cost of lawn and landscaping maintenance, all as contemplated by an Offering Statement dated November, 1974, of the

Association, all of which obligations the Association hereby assumes as of the date of conveyance of title of the Common Areas by Developer.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$316.91 dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 50% of all members. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dated. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The

Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; (b) all Common Areas as defined in Article I, hereof. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges of liens.

ARTICLE V. EASEMENTS

Section 1. Reservation of Easements. Each Lot and the property included in the Common Areas shall be subject to an easement for encroachments created by construction settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and the maintenance of same, so long as it stands, shall and does exist. In the event a Home is partially or totally destroyed, and then rebuilt, the Owners of the Home or Homes so effected agree that minor encroachments on parts of adjacent Homes or upon the Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof exists.

Section 2. Blanket Easement. There is hereby created a blanket easement in favor of the Declarant upon, across, over and under all of the said Properties for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles, underground cables, or other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits upon, above, across and under the roof and exterior walls of said Homes. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Areas in the performance of their duties. Further an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or crossover the Common Areas and to enter any Home to inspect and to

perform the duties of maintenance and repair of the Homes or Common Areas provided for herein to prevent damage to any other Home or the Common Areas. Notwithstanding anything to the contrary contained in this paragraph no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties except as initially programmed and approved by the Declarant or thereafter approved by the Declarant or the Association's Board of Directors. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement be a separate recordable document, Declarant shall have the right to grant such easement on such Properties without conflicting with the terms hereof.

Section 3. Easements in Favor of Association and Lot Owners. Declarant does hereby establish and create for the benefit of the Association and for all Owners of Lots located on The Properties the following easements, licenses, rights and privileges:

(i) Right of ingress and egress to the nearest public highway over and through all roads, walkways and driveways on the Common Areas, and if there are no roads, walkways or driveways leading from a Lot to a public highway, right of ingress and egress to the nearest public highway over the Common Areas.

(ii) Rights to connect with and make use of utility lines, wires, pipes, conduits, sewers and drainage lines which may from time to time be in or along the streets and roads or other portions of the Common Areas.

ARTICLE VI. RIGHTS AND OBLIGATIONS OF DECLARATION

Section 1. Completion of Common Areas by Declarant. Prior to the conveyance of title to each Lot, Declarant shall complete of title to each Lot, Declarant shall complete the construction of the streets, roadways, walkways and parking facilities and garages directly serving said Lot. Declarant's obligation to complete the construction of the Common Areas, at Declarant's sole cost and expense, shall survive the conveyance of the Common Areas to the Association pursuant to Section 2 of this Article.

Section 2. Title to Common Areas. Declarant hereby covenants for itself, its successors and assigns, that prior to the conveyance of the first lot to an Owner it will convey legal title to the Common Areas to the Association free and clear of all liens and encumbrances, except those created by or pursuant to this Declaration, subject, however, to the following covenant, which shall be deemed to run with the land and shall be binding upon the Declarant, the Association, and their successors and assigns:

In order to preserve and enhance the property values and amenities of the community, the Common Areas and all facilities now or thereafter built or installed thereon, shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Areas shall include, but not be limited to, the repair and damage to pavement, walkways, garages, outdoor lighting, and fences.

This section shall not be amended, as provided for herein to reduce or eliminate the obligation for maintenance and repair of the Common Areas.

Section 3. Reservation of Easements. Declarant reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Areas, for the purpose of completing the construction and sale of Homes situate upon no more than 117 Lots on The Properties. Towards this end the Declarant hereby reserves easements and the right to grant same and rights-of-way in, through, over, under and across the Common Areas for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, gas and other utilities and for any other materials or services necessary for the completion of the work. Declarant reserves the right to permit prospective Lot purchasers to tour the Common Areas and to temporarily make use of the parking facilities while touring the project site and models. Declarant also reserves the right to connect with and make use of utility lines, wire, pipes, conduits, sewers and drainage lines which may from time to time be in or along the streets and roads or other portions of the Common Areas.

ARTICLE VII. EXTERIOR MAINTENANCE, MANAGEMENT AGREEMENT AND INSURANCE ASSESSMENTS

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Areas, the Association shall provide exterior maintenance to each Home which is subject to assessment under Article IV hereof and to the Lot upon which the Home is situated as follows: Structural maintenance of walks, maintaining party fences, yards other than patio areas, and cutting grass. The Association shall provide exterior maintenance of each building and Home contained therein, to its roof, siding and fascia and shall paint trim on Homes and garages inclusive of exterior doors. The Association shall be responsible for cutting grass and snow removal on the Common Areas and lots upon which the Homes are situated, except for patio and private courtyard areas.

Section 2. Disrepair of Lots. In the event the Owner of any Home in The Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, including but not limited to, where such maintenance functions are not otherwise directed by the provisions of this Declaration to be performed by the Association, structural and exterior maintenance of the roof, siding and fascia of the Home and any garage or other buildings, structures or improvements constructed on the lot, maintenance of walkways (including snow removal), party fences, yards, patio, private courtyard and lawns, upon direction of the Board of Directors, it shall have the right, through its agents and employees to enter upon the lot upon which said Home is located and repair, maintain, and restore the lot and the buildings, any other improvements erected thereon. The cost of such maintenance shall be added to and become a part of the assessment to which such Home and Lot is subject.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance required by this Article, the Association, through its duly authorized agents

and employees, shall have the right to enter upon any Home Owner's lot at reasonable hours, on any day except Sundays and holidays.

Section 4. Management Agreement. Each Owner of a lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that the said management agreement may be cancelled prior to its expiration date by an affirmative vote of sixty (60%) per cent of the votes of each class of the Members of the Association who are voting in person or by proxy at a meeting at which a quorum, as defined in Article VI, Section 6, is present. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

Section 5. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all Homes, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction. This policy shall also insure against public liability arising on the Lots and Home in an amount of \$1,000,000 for bodily injury and \$100,000 for property damage. The Association shall also obtain a comprehensive public liability policy covering all Common Areas, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, except on the individual Homes, shall be common expenses. All such insurance coverage, including insurance on individual Homes obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the Home Owners in equal proportions. Premiums for insurance obtained by the Board of Directors on individual Homes shall not be part of the common expense but shall be an expense of the specific Home or Homes so covered and a debt owed by the Owners and shall be paid within thirty (30) days after notice of such debt and shall be collectible by any lawful procedure permitted by the laws of the State of New York. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically become a lien upon such Owner's Home and shall continue to be such lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In addition to the aforesaid insurance required to be carried by the Owner and/or the Association, any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, home owner's liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the

property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the Members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners of the damaged Homes in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such Homes to make up any deficiency, except that the special assessment shall be levied against all Home Owners, as established by Article IV, Section 4, above, to make up any deficiency for repair or rebuilding of the Common Areas not a physical part of a Home. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and Owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such Homes. Such payments shall be made to all such Owners and their mortgagees as their interest may appear. In the event of damage or destruction by fire or other casualty to any Home or other property covered by insurance written in the name of an individual Owner, said Owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the exterior of the Home in a good workmanlike manner in conformance with the original plans and specifications of said Home. In the event such Owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the Home area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such Home in good and workmanlike manner in conformance with the original plans and specifications of the Homes. The Owner shall then repay the Association in the amount actually expended for such repairs and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosure as above provided. The Association will annually review the foregoing insurance coverage and will increase the amounts of such coverage to cover increased value on the homes insured due to inflation.

In the event that insurance policies for fire and extended coverage on Common Areas include deductible amounts, the Association shall bear the cost of such amounts on each occasion as a common expense to be shared by all Owners, except as otherwise herein provided.

In the event that any portion of any structure, as originally constructed by Declarant, including any party wall or fence, shall protrude over an adjoining lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lot or lots, and Owners shall neither maintain any action for the removal of a party wall or fence or projection nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner of Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same

are constructed in conformance with the original structure, party wall or fence constructed by Declarant. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

ARTICLE VIII. PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX. USE OF PROPERTY

The use of a Home by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration the By-Laws and Rules and Regulations of the Board of Directors and the following covenants and restrictions:

(a) The Home and area restricted to the Member's use shall be maintained in good repair and overall appearance.

(b) Any Member who mortgages his Home shall notify the Board of Directors providing the name and address of his mortgagee.

(c) The Board of Directors shall, at the request of the mortgagee of the Home, report delinquent assessments due from the Owner of such Home.

(d) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

(e) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances the regulations of all governmental bodies having jurisdiction thereof shall be observed.

(f) Regulations promulgated by the Board of Directors concerning the use of the property shall be observed by the Members, provided, however, that copies of such regulations are furnished to each Member prior to the time the said regulations become effective.

(g) The maintenance assessments shall be paid when due.

(h) Occupancy of the Homes shall be restricted to residential and in conformity with local zoning regulations.

(i) No sign of any kind shall be displayed to the public view on any Home or parcel except a one-family name or professional sign of not more than two hundred forty square inches, or no temporary sign of not more than five square feet, advertising the property for sale or rent. No such sign shall be illuminated except by non-flashing white light emanating from within or on the sign itself and shielded from direct view.

(j) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Home or on any Lot, except that dogs, cats or other domesticated household pets in the aggregate may be kept in any Home.

(k) No fence shall be erected on any parcel or attached to the exterior of any dwelling, except for those to be erected by Declarant for aesthetic purposes or by an Owner as a patio fence, provided, however, that this paragraph shall not prohibit the erection, repair and maintenance of a perimeter fence around the exterior boundary of the Community. Any patio fence erected by an Owner shall be erected within the perimeter of the property line and in conformance with plans and specifications submitted to and approved by the Board of Directors or its duly designated architectural Committee.

(l) There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board of Directors.

(m) Home Owners shall not cause to permit anything to be hung or displayed on the outside of windows or doors of a Home and no awning or canopy shall be affixed to or placed

upon the exterior walls or doors, roof and any part thereof, or exposed on or at any window, without the prior written consent of the Board of Directors.

(o) No Owner may paint any portion of the exterior of his Home, including the doors and trim, without the prior written consent of the Board of Directors.

(p) No Owner or occupant, or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Home any inflammable, combustible or explosive substances in an amount or under such conditions as may create a fire hazard.

(q) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant or the builder of said Homes to maintain during the period of construction and sale of said Homes, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said Home, including but without limitation, a business office, storage area, construction yards, signs, model units, and sales office, with unrestricted access to these facilities as the Declarant deems necessary for construction and sale.

ARTICLE X. ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected to maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designate committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, said plan shall be deemed to have been denied.

ARTICLE XI. GENERAL PROVISIONS

Section 1. Enforcement. The Associations, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This

Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties, together with covenants and restrictions established upon any other properties as one scheme. Nor such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by the Declaration within The Properties, except as hereinafter provided.

Section 7. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association, its real and personal assets, including the Common Areas shall be dedicated to an appropriate public agency or utility to be devoted purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants and deeds applicable to the Properties, unless made in accordance with the provisions of this Declaration or said covenants and deeds.

Section 8. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears a Member or Owner on the records of the Association at the time of such mailing.

Section 9. Administration. The administration of the Association shall be in accordance with the provisions of the Association By-Laws which are made a part of this Declaration and attached hereto as Schedule "D".

Section 10. This Declaration is subject to the terms and conditions set forth in a certain Declaration of Covenants, Restrictions, Easements, Charges and Liens, and attached By-Laws dated November , 1973, and recorded in the Office of the Rensselaer County Clerk on November , 1973 at Book , page aforesaid Declaration of Covenants, Restrictions, Easements, Charges and Liens, the terms and conditions set forth herein shall control and supercede, except as such inconsistency shall concern the maintenance and administration of the recreational facilities owned by Essgee Home Owners Association, Inc., in which case, the aforesaid Declaration of Covenants, Restrictions, Easements, Charges and Liens shall control.

BRIARIDGE DEVELOPMENT CORP.

By_____

ATTEST:

William B. Strong
Secretary

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

On the day of , 1974, before me came , to me known, who being by me
duly sworn did depose and say that he resides at New York, that he is
President of BRIARIDGE DEVELOPMENT CORP., the corporation described herein, and
which executed the foregoing instrument; that he knows the seal affixed to said instrument as
such corporate seal; that it was so affixed by order of the Board of Directors of said corporation;
and that he signed his name by like order.

Notary Public, State of New York