

EXHIBIT ADECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS; CHARGES AND LIENS

Declaration made as of this 25th day of Nov., 1985, by Round Top Development Corporation, a New York Corporation with offices at 1 Reeves Rd., Port Jefferson, NY 11777, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration which Declarant desires to develop as a residential community with various permanent open spaces and other common facilities for the benefit of said Community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said Community and for the maintenance of the open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said Community to create an agency to which should be delegated and assigned the powers of maintaining and administering the Community property and improvements and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated Glenwood at Round Top Home Owners Association, Inc. under the not-for-profit corporation laws of the State of New York for the purpose of exercising the aforesaid functions;

NOW THEREFORE, the Developer, for itself, its successors and assigns, declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter forth.

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:

(a) "Association" shall mean and refer to Glenwood at Round Top Home Owners Association, Inc., a New York Not-for-Profit corporation.

(b) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration.

(c) "Home" shall mean and refer to all units of residential housing situated upon The Properties.

(d) "Owner" shall mean and refer to the record owner of fee simple title to any Home, including the Developer with respect to any unsold Home. Every Home Owner shall be treated for all purposes as a single Owner for each Home held, irrespective of whether such ownership is joint, in common or tenancy by the entirety, a majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.

(e) "Member" shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in Article III.

(f) "Development" shall mean Round Top a 23 home development being constructed on The Properties.

(g) "Developer" shall mean and refer to Round Top Development Corporation, a corporation and its successors and assigns, if such successors and assigns should acquire an undeveloped or a developed but unsold portion of the Properties from the Developer for the purpose of development.

(h) "Common Properties" or "Common Areas" shall mean and refer to certain areas of land other than individual lots as shown on filed subdivision map and intended to be devoted to the Common use and enjoyment of the Owners of the Properties.

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

(j) "Lot" shall mean and refer to any plot of land intended and subdivided for residential uses shown on the subdivision map of the Properties but shall not include the Common Areas as herein defined.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is all that certain plot, piece or parcel of land situate, lying and being in the Town of Cairo, County of

Greene and State of New York, being more particularly bounded and described in Schedule A annexed hereto.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

The Association shall have one class of membership interest. The Owner of each dwelling unit on the Properties subject to this Declaration shall be a member whether such unit is a detached home, townhouse, or any other type of residential housing.

Each member is entitled to one vote. When more than one person or entity holds such interest in any Home, the one vote attributable to such Home shall be exercised as such persons mutually determine but with the exception of cumulative voting employed in the election of Directors, not more than one vote may be cast with respect to any such Home. For the purposes of this Section the word "Home" shall have the same meaning as "Lot" and therefore if there is no Home constructed on a particular Lot in the Development, the Owner of such Lot will still be considered a Member entitled to cast the one vote as set forth above. No member shall split or divide its votes on any motion, resolution or ballot other than in the cumulative voting procedure employed in the election of Directors.

ARTICLE IV. PROPERTY RIGHTS IN THE PROPERTIES

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Properties and such easement shall be appurtenant to and shall pass with the title to every Home.

Section 2. Title to the Common Properties. Prior to the conveyance of title to the first Home on the Properties, the Developer shall convey to the Association legal title to the Common Properties subject, however to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the Development, the Common Properties 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 Properties shall include, but not be limited to, the repair of damage to roadways, buildings, site lighting, landscape maintenance, exterior home and building maintenance to all homes which will include roof repair and stain or painting the exterior of the Homes.

This section shall not be amended, as provided for in Article XII, Section 2, to reduce or eliminate the obligation for maintenance and repair of the Common Properties.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in the By-Laws to suspend the enjoyment rights of any Member for a period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(b) The right of the Association to charge Association Members reasonable admission and other fees for the use of the Common Properties. This right shall not be exercised for a period of three years from the recording of the Declaration and after this period only by a vote of 66 2/3% of the Members.

(c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject them to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members and their mortgagees entitled to cast eighty (80%) percent of the eligible votes has been recorded agreeing to such dedication, transfer, purpose or condition and unless written notice of the action is sent to every Member at least ninety (90) days in advance of any action taken.

(d) The right of the Developer and of the Association to grant and reserve easements and rights-of-way, in, through, under, over and across the Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities, and the right of the Developer to grant and reserve easements and right-of-way, in, through, under, over, upon and across the Properties for the completion of the Developer's work under Section 1 of Article V.

ARTICLE V. DEVELOPMENT OF GLENWOOD AT ROUND TOP

Section 1. Roundtop. Developer intends to build 23 Homes on approximately 3.09 acres of land comprising part of the Properties.

Section 2. Easement. Developer does hereby establish and create for the benefit of the Association and for all Owners from time to time of Homes subjected to this Declaration and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

(i) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Properties (as shown on the annexed survey as they may be built or relocated in the future) for all purposes;

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

Section 3. Reservation of Easements. Developer reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Properties, for the purpose of completing its work under Section 1 above and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. Developer also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads of other areas of the Properties. Finally, Developer reserves the right to continue to use the Properties and any sales offices, model homes, signs and parking spaces located on the Properties in its efforts to market homes constructed on the Properties. This paragraph may not be amended without the consent of the Developer.

Section 4. Encroachments on Lots. In the event that any portion of any roadway, walkway, parking area, water lines, sewer lines, utility lines, sprinkler system, building or any other structure as originally constructed by Developer encroaches on any lot or the Common Areas, it shall be deemed that the Owner of such Lot or the Association has granted a perpetual easement to the Owner of the adjoining Lot or the Association as the case may be for continuing maintenance and use of such encroaching roadway, walkway, parking area, water line, sewer line, utility line, sprinkler system, building or structure. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, water lines, sewer lines, utility lines, sprinkler system, building or structure if same are constructed in substantial conformance to the original. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

ARTICLE VI. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation.

The Developer, for each Home owned by it within the Properties, hereby covenants and each Owner of any Home by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association such assessments as are fixed by the Association's Board of Directors and assessed to the Members as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property owned by such Member against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, as hereinafter provided shall be a personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of the Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties as a community and in particular for the improvements and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Homes situated upon the Properties, including without limiting the foregoing, and payment of taxes (if any), insurance thereon and repair, replacement and additions thereto, and the cost of labor, equipment, materials, services, management and supervision thereof.

Section 3, Assessments. The Association's Board of Directors shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Association and shall send a copy of the budget and any supplement to the budget to each Member prior to assessing the Members thereon. The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by the Members as follows:

Each Member shall pay a portion of said requirements the numerator of which shall be one (1) and the denominator of which shall be equal to the number of Homes on the Properties subject to this Declaration: Twenty-three (23). The Developer's obligation for such assessments on unsold homes subject to this Declaration will be limited to the difference between the actual operating costs of the Association, including reserves on the Common Properties and on homes to which title has been conveyed and the assessments levied on owners who have closed title on their homes. In no event, however, will the Developer be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on unsold homes. The sum due the Association from each individual home owner shall constitute an assessment of the Board of Directors and unpaid assessments shall constitute liens on the individual homes, subject to foreclosure as hereinafter provided.

Section 4. Due Dates. Duties of the Board of Directors.

All Assessments shall be payable monthly in advance as ordered by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each home and shall prepare a roster of the homes and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by Member upon the written request of a member or his mortgagee, the Board shall promptly furnish such member or his mortgagee with a written statement of the unpaid charges due from such member.

Section 5. Effect of Non-Payment of Assessment, The Personal Obligation of the Member; The Lien, Remedies of the Association. If an assessment is not paid on the date when due, as fixed by the Board of Directors, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the member's home which shall bind such property in the hands of the member, his heirs, devisees, personal representatives and assigns. Such lien shall be prior to all other liens except: (a) tax or assessment liens on the home by the taxing subdivision on any governmental authority, including but not limited to State, County and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering the home. The personal obligation of the member who was the owner of the home when the assessment fell due to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum permissible rate in the State of New York and the Association may bring an action at law against the member or former member personally obligated to pay the same and may foreclose the lien against the property. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the cost of the action.

ARTICLE VII. ARCHITECTURAL CONTROL

No building, fence, wall, statuary or other structure, or change in landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to 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 or more representatives appointed by the Board. In the event the Board, or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been duly complied with. The provisions of this paragraph shall not apply to the Developer. As set forth in Article VIII, Section 7(d) of these By-Laws, a two-thirds majority of the Board of Directors or Architectural Committee shall be required for approval of any addition, change, or alteration.

ARTICLE VIII. PARTY WALLS OR PARTY FENCES.

Section 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article VIII, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply to each party wall or party fence which is built as part of the original construction of the homes upon the Properties and any replacement thereof.

In the event that any portion of any structure, as originally constructed by Developer, 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 or 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 Developer. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owner who make use of the wall or fence.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, and such damage is not otherwise covered by insurance as set forth in Article X, any owner who has used the wall or fence must restore it, and if the other owners thereafter make use of the wall or fence, 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 provisions 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 party fence, 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. The decision of the arbitrators shall be binding and conclusive upon the parties. However, any party to the dispute shall thereafter have the right to institute any action or proceeding, at law or equity, which he deems necessary or desirable to appeal this decision.

ARTICLE IX. EXTERIOR MAINTENANCE.

Section 1. Exterior Maintenance. In addition to maintenance of the Common Areas, the Association shall provide exterior painting or staining to each home which is subject to assessment under this Declaration, and maintenance of the roof on such homes. The Association shall also be responsible for landscape maintenance and snow removal of the roadways and parking areas on the Common Properties, maintenance of the parking spaces, roadways and facilities comprising the Common Properties and maintenance of any pipes, wires or conduits located outside of any home.

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, where such maintenance functions are not otherwise directed by the provisions of this Declaration to be performed by the Association, to structural and exterior maintenance of the roof, maintenance of parking spaces and roadways (including snow removal), 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 to repair, maintain and restore the Lot and the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessments to which such home is subject.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this Article the Association, through its duly authorized agent and employees, shall have the right on notice to enter upon any home owner's Lot at reasonable hours, on any day except Sundays and holidays (except that in an emergency situation such notice need not be given).

ARTICLE X. INSURANCE

Section 1. Insurance to be Carried by the Board. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage insuring all of the homes as well as any other buildings, if any, (but not including furniture, furnishings or other personal property supplied or installed by home owners), together with all heating, air conditioning and other service machinery, contained therein, covering the interest of the Association, the Board of Directors and all home owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the homes and buildings. Each of such policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a home which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Directors and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors with the approval of the Insurance Trustee, and that the net proceeds thereof, if \$50,000 or less, shall be payable to the Association, and if more than \$50,000 shall be payable to the Insurance Trustee.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by home owners or of the invalidity arising from any acts of the insureds or any home owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of homes. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of homes at least ten (10) days prior to expiration of then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the homes and buildings for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent and each home owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Home owners shall not be prohibited from carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any home owner.

Section 2. Insurance Trustee. The Insurance Trustee shall be a bank or trust company located in the State of New York designated by the Board of Directors. All fees and disbursements for the Insurance Trustee shall be paid by the Board of Directors and shall constitute a common expense of the Association. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York.

Section 3. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the homes and buildings as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the buildings (including any damaged homes, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by home owners in the homes), and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all home owners for such deficit as part of the common charges.

ARTICLE XI. 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 or sells his home shall notify the Board of Directors providing the name and address of his mortgagee or new owner.
- (c) The Board of Directors shall, at the request of the mortgagee of the home, report any 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 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) All dogs must be leashed and shall not be permitted to run loose. Home owners shall be responsible for picking up and disposing of their dog's waste and for any damage caused by their dogs to the Common Areas.
- (i) No resident of the Community shall post any advertisement or posters of any kind in or on the Properties, except as authorized by the Board of Directors. This paragraph shall not apply to Developer.
- (j) No fence or gate shall be erected on the Properties without the prior written consent of the Board of Directors. This paragraph shall not apply to Developer.
- (k) No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior of homes or on any lot without the prior written consent of the Board of Directors.

(l) No home owner shall move, remove, add or otherwise change the landscaping on common area.

(m) No home owner shall paint the exterior surfaces of windows, walls or doors opening out of his home.

(n) No person shall park a vehicle or otherwise obstruct any resident's use of ingress or egress to any garage or parking space nor may any vehicle be parked on the roadways when parking would obstruct access by emergency or service vehicles.

(o) No home owner shall install or permit to be installed any window mounted or through the wall mounted air conditions unit in his home.

(p) No repair of motor vehicle shall be made in any of the roadways, driveways or parking areas to the Development nor shall such areas be used for storage parking of any boat, trailer, camper, bus, truck or commercial vehicle without the written permission of the Board of Directors.

(q) No home owner shall make or permit any disturbing noises in any building or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other homeowners.

(r) Homes may be used for residential purposes only.

(s) The Common Area shall not be obstructed, littered, defaced or misused in any manner.

(t) Every member shall be liable for any and all damage to the Common Area and the property of the Association, which shall be caused by said owner or such other person for whose conduct he is legally responsible.

(u) No interior alterations to a home are permitted which would impair the structural soundness of any party walls, reduce the levels of fire safety in neighboring homes, or diminish the heat and sound insulation between homes.

(v) It is prohibited to hang garments, rugs, etc., or to string clothes lines on any portion of the home, lot, or Common Area which may be seen from any portion of the Common Area.

(w) No resident of the Development shall post any advertisement or posters of any kind including "For Sale" and "For Rent" signs in the home, on a lot, or the Common Area except as authorized by the Board of Directors.

ARTICLE XII. GENERAL PROVISIONS

Section 1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to, the Association and the owners of homes constructed on The Properties; and any owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject in the case of the Common Properties to the Rules and Regulations of the Board of Directors, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable to the Association, any member, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, until December 31, 2016, unless otherwise expressly limited herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by sixty-six and two-thirds percent (66-2/3%) of the home owners has been recorded, agreeing to change said covenants and restrictions in whole or in part. Notwithstanding the foregoing the easements licenses, rights and privileges established and created with respect to the Properties by Section 2 of Article V shall be perpetual, run with the land and shall survive any destruction, reconstruction and relocation of the physical structures unless said provision is abrogated by the unanimous written consent of all the home owners. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by members holding not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the membership. Any amendment must be properly recorded to be effective.

Section 3. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association, its real and personal assets, including the Common Properties, shall be dedicated to an appropriate public agency or utility

to be devoted to 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 non-profit 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 to any member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants, deeds or other documents applicable to the Properties, except as may be otherwise provided in this Declaration or said covenants, deeds or other documents, as the case may be, nor shall any other party under any such deeds, covenants or other documents be deprived of any rights thereunder on account of such disposition.

Section 4. Notices. 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 as member or owner on the records of the Association at the time of such mailing.

Section 5. 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 Exhibit "C".

Section 6. Severability. Invalidity of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no wise affect any of the remaining provisions hereof and the same shall continue in full force and effect.

ROUND TOP DEVELOPMENT CORPORATION

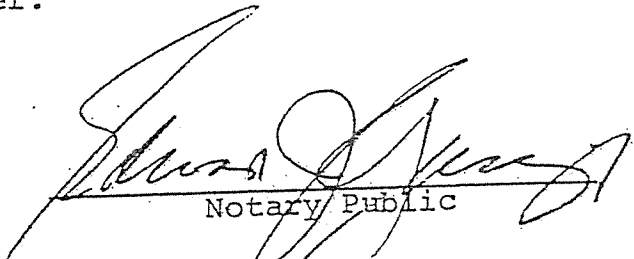
BY: _____
President.

ATTEST:

Secretary

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

On this 23rd day of November, in the year one thousand nine hundred and eighty-five, before me personally came JOSEPH S. D'AGROSA, to me known, who being by me duly sworn did depose and say that he resides at 5 Chips Court, Port Jefferson, New York; that he is the President of ROUND TOP DEVELOPMENT CORPORATION, which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Notary Public

EDWARD J. GUNNIGLE
 NOTARY PUBLIC, State of NY
 No. 02GU4786069, Suffolk Co.
 Comm. Expires March 30, 1957

SCHEDULE A

BEGINNING at a point in the easterly line of a 50 foot wide Right of Way and lands of D'Agrosa, said point being North 6 degrees 20 minutes 37 seconds East, 188.23 feet from an iron pin in the northerly line of South Road; thence along the easterly line of said Right of Way North 6 degrees 20 minutes 37 seconds East, 123.55 feet to a point; thence North 4 degrees 10 minutes 37 seconds East, 80.53 feet to a wooden stake; thence continuing North 4 degrees 10 minutes 37 seconds East, 230.00 feet to a point; thence South 70 degrees 02 minutes 09 seconds East, 283.07 feet to a point; thence South 40 degrees 49 minutes 23 seconds East, 175.00 feet to a point; thence South 11 degrees 24 minutes 48 seconds West, 140.76 feet to a point; thence South 56 degrees 50 minutes 37 seconds West, 140.00 feet to a point; thence North 87 degrees 39 minutes 23 seconds West, 271.90 feet to the point and place of beginning; containing 3.09 acres of land be the same more or less.

The above-described parcel is indicated on a map entitled "Topographic Map of a portion of the lands of Round Top Development Corp. at Glenwood" dated December 4, 1984 and prepared by Gary R. Harvey, P.L.S. #49456.

The conveyance specifically excludes therefrom all land lying beneath any of the residential structures now existing or to be hereinafter constructed on said parcel, which said land and buildings shall be owned in fee title by the respective purchasers thereof from the grantor herein.

C. E. S.
JR

CERTIFICATE OF INCORPORATION

OF

GLENWOOD AT ROUND TOP HOME OWNERS ASSOCIATION, INC.

(Under Section 402 of the Not-for-Profit Corporation Law)

EDWARD J. GUNNIGLE, being of the age of nineteen years or over, for the purpose of forming a corporation pursuant to Section 402 of the Not-for-Profit Corporation Law of New York, does hereby certify:

FIRST: The name of the corporation is GLENWOOD AT ROUND TOP ASSOCIATION, INC., (the "Corporation").

SECOND: That the Corporation is a corporation as defined in subparagraph (a) (5) of Section 102 of the Not-for-Profit Corporation Law.

THIRD: The purpose or purposes for which the Corporation is formed are as follows:

A. To promote the health, safety and welfare of the residents of a residential community proposed to be developed by ROUND TOP DEVELOPMENT CORPORATION, a corporation on lands situated at South Road, (County Road No. 11) Round Top, Town of Cairo, Green County, State of New York; and for this purpose:

(1) To own, acquire, build, operate and maintain land and facilities for community use, including roads, parking areas, structures and personal property incidental thereto, hereinafter referred to as the "Common Properties"; and

(2) To enforce any and all covenants, restrictions and agreements applicable to the residential parcels within the above described residential community and the Common Properties, hereinafter collectively referred to as "the Properties", (the enforcement of which is not specifically and exclusively reserved to others), and particularly the Declaration of Covenants, Restrictions, Easements, charges and liens (hereinafter referred to as the "Declaration") which may hereafter be made by ROUND TOP DEVELOPMENT CORPORATION, and recorded among the land records of Green County, New York.

B. To make and perform any contracts and do any acts and things, and exercise any powers suitable, convenient, proper or incidental for the accomplishment of any objectives enumerated herein and in the Declaration and By-Laws of the Corporation, but not for the pecuniary profit or financial gain of its members, directors or officers except as permitted under Article 5 of the Not-for-Profit Corporation Law.

C. The Corporation, in furtherance of its corporate purposes above set forth, shall have the powers enumerated in Section 202 of the Not-for-Profit Corporation Law, subject to any limitations provided in the Not-for-Profit Corporation Law or any other statute of the State of New York.

FOURTH: The Corporation shall be a Type A Corporation pursuant to Section 201 of the Not-for-Profit Corporation Law.

FIFTH: The Corporation shall have the power to dispose of its real properties only as authorized under the Declaration applicable to said properties.

SIXTH: This Certificate may be amended pursuant to the provisions of the Not-for-Profit Corporation Law.

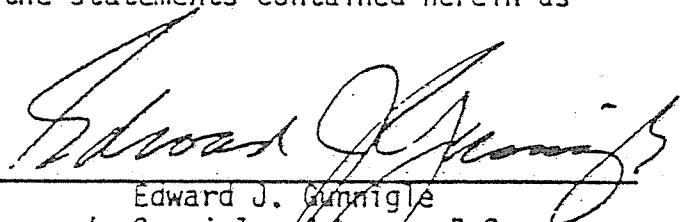
SEVENTH: The office of the Corporation will be located in the Town of Brookhaven, County of Suffolk, State of New York.

EIGHTH: The Secretary of State is hereby designated as the agent of this corporation upon whom process against this corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against this corporation served upon him as agent of this corporation is:

GLENWOOD AT ROUND TOP HOME OWNERS ASSOCIATION, INC.,
c/o GUNNIGLE, JOHNSON, P.C.,
1 Reeves Road, Port Jefferson, New York, 11777

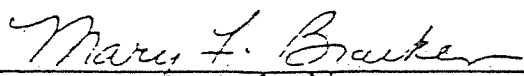
NINTH: The name and address of the registered agent who is to be the agent of the Corporation upon whom process against it may be served is EDWARD J. GUNNIGLE, 1 Reeves Road, Port Jefferson, New York 11777.

IN WITNESS WHEREOF, I have made and signed this Certificate this 28th day of June, 1985, and I affirm the statements contained herein as true under penalties of perjury.


Edward J. Gunnigle
c/o Gunnigle, Johnson, P.C.,
1 Reeves Road, Port Jefferson, NY 11777

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

On this 28th day of June, 1985, before me personally came EDWARD J. GUNNIGLE, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged that he had executed the same.


Notary Public

MARY F BRACKEN
NOTARY PUBLIC State of New York
No 52 4766147
Qualified in Suffolk County
Commission Expires March 30 1986

**GLENWOOD TOWNHOUSES
AT ROUND TOP
HOMEOWNERS ASSOCIATION, INC.**

BY-LAWS

EXHIBIT C

BY-LAWS

OF

GLENWOOD AT ROUND TOP HOME OWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

	Page
ARTICLE I. NAME, LOCATION AND PRINCIPAL OFFICE.....	1
ARTICLE II. DEFINITIONS.....	1
ARTICLE III. PURPOSE.....	2
ARTICLE IV. APPLICABILITY.....	2
ARTICLE V. USE OF FACILITIES.....	2
ARTICLE VI. MEMBERSHIP AND VOTING RIGHTS.....	2
Section 1. Membership.....	2
ARTICLE VII. QUORUM, PROXIES AND WAIVERS.....	3
Section 1. Quorum.....	3
Section 2. Vote Required to Transact Business.....	3
Section 3. Right to Vote.....	3
Section 4. Proxies.....	3
Section 5. Waiver and Consent.....	3
Section 6. Place of Meeting.....	4
Section 7. Annual Meetings.....	4
Section 8. Special Meetings.....	4
Section 9. Notice of Meetings.....	4
Section 10. Order of Business.....	4
ARTICLE VIII. BOARD OF DIRECTORS.....	4
Section 1. Number and Term.....	4
Section 2. Cumulative Voting and Right of Sponsor to Designate Certain Board Members.....	5
Section 3. Vacancy and Replacement.....	5
Section 4. Removal.....	5
Section 5. Powers.....	5
Section 6. Compensation.....	7
Section 7. Meetings.....	7
Section 8. Annual Statement.....	8
Section 9. Fidelity Bonds.....	8

		Page
ARTICLE IX.	OFFICERS.....	8
Section 1.	Elective Officers.....	8
Section 2.	Election.....	8
Section 3.	Appointive Officers.....	8
Section 4.	Term.....	8
Section 5.	The President.....	9
Section 6.	The Vice-President.....	9
Section 7.	The Secretary.....	9
Section 8.	The Treasurer.....	9
Section 9.	Agreements, Etc.....	9
ARTICLE X.	NOTICES.....	9
Section 1.	Definition.....	9
Section 2.	Service of Notice-Waiver.....	10
ARTICLE XI.	ASSESSMENTS AND FINANCES.....	10
Section 1.	Creation of the Lien and Personal Obligation of Assessments.....	10
Section 2.	Purpose of Assessments.....	10
Section 3.	Basis of Assessments.....	10
Section 4.	Date of Commencement of Assessments: Due Dates.....	10
Section 5.	Effect of Non-Payment of Assessments: Remedies of the Association.....	10
Section 6.	Subordination of Lien to Mortgage.....	10
Section 7.	Checks.....	10
Section 8.	Operating Account.....	10
Section 9.	Other Accounts.....	10
ARTICLE XII.	AMENDMENTS.....	11
ARTICLE XIII.	SELLING, LEASING AND GIFTS OF HOMES.....	11
Section 1.	Selling and Leasing of Homes.....	11
Section 2.	Gifts, Etc.....	11
ARTICLE XIV.	GENERAL PROVISIONS.....	11
Section 1.	Fiscal Year.....	11
Section 2.	Seal.....	11
Section 3.	Architectural Control.....	12
Section 4.	Examination of Books and Records.....	12
Section 5.	Construction.....	12
Section 6.	Severability.....	12

BY-LAWS

OF

GLENWOOD AT ROUND TOP HOME OWNERS ASSOCIATION, INC.

A New York Not-for-Profit Corporation

ARTICLE I. NAME, LOCATION AND PRINCIPAL OFFICE

These are the By-Laws of Glenwood at Round Top Home Owners Association, Inc. hereinafter referred to as the "Association". The principal office of the Association shall be located at Round Top North Development Corp. c/o North Side Savings Bank, 170 Tulip Avenue, Floral Park, New York 11001

ARTICLE II. DEFINITIONS

The following words when used in these By-Laws shall, unless the context otherwise prohibits, have the meanings set forth below:

(a) "Association" shall mean and refer to Glenwood at Round Top Home Owners Association, Inc., a New York Not-for-Profit Corporation.

(b) "Developer" shall mean and refer to Round Top Development Corporation, a New York corporation and its successors and assigns if such successors and assigns should acquire an undeveloped or developed but unsold portion of The Properties from the Developer for the purpose of development.

(c) "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Easements, Charges and Liens applicable to The Properties recorded among the land records in the Clerk of the County of Suffolk, New York.

(d) "The Properties" shall mean and refer to all those areas of land described in and subject to the Declaration.

(e) "Lot" shall mean and refer to any plot of land intended and subdivided for residential uses shown on the subdivision map of the Properties but shall not include the Common Areas as herein defined.

(f) "Member" shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in Article VI.

(g) "Home" shall mean and refer to all units of residential housing situated upon lots located on The Properties.

(h) "Owner" shall mean and refer to the record owner of fee simple title to any Home, including the Developer with respect to an unsold Home. Every Home Owner shall be treated for all purposes as a single Owner for each Home held, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Where such ownership is joint, in common or tenancy by the entirety, majority vote of such owners shall be necessary to cast any vote to which such Owners are entitled.

(i) "Common Properties" or "Common Areas" shall mean and refer to certain areas of land other than individual Lots as shown on the filed subdivision map and intended to be devoted to the common use and enjoyment of the Owners of the Properties.

(j) "Development" shall mean Southridge a 9 home development being constructed on the Properties.

ARTICLE III. PURPOSE

This Association is formed to own, operate and maintain the Common Properties and to provide for certain exterior maintenance of the Homes for the benefit of the members of the Association.

ARTICLE IV. APPLICABILITY

All present and future Members shall be subject to these By-Laws and to the rules and regulations issued by the Association to govern the conduct of its Members.

ARTICLE V. USE OF FACILITIES

The Common Properties shall be limited to the use of the Members and their guests. In the event that a Member shall lease or permit another to occupy his Home, however, the lessee or occupant shall at the option of the Member, be permitted to enjoy the use of the Common Properties in lieu of and subject to the same restrictions and limitations as said Member. However, both the Member and the Lessee may not use the Common Properties at the same time. Any Member, lessee or occupant entitled to the use of the Common Properties may extend such privileges to members of his family residing in his household by notifying the Secretary in writing of the names of any such persons and of the relationship of such Member, lessee or occupant to such persons.

ARTICLE VI. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Association shall have one class of membership interest as follows:

The Owner of each Home (or "lot" in the event no home is constructed on such lot) on the Properties shall be a member whether such ownership is joint, in common or tenancy by the entirety. Each member is entitled to one vote. When more than one person or entirety holds such interest in any Home, the one vote attributable to such Home shall be exercised as such persons mutually determine but with the exception of cumulative voting employed in the election of Directors, not more than one vote may be cast with respect to any such Home. No member shall split or divide its votes on any motion, resolution or ballot other than in the cumulative voting procedure employed in the election of Directors.

The owner of each home (or "lot" in the event no home is constructed on such lot) on the Properties shall be a member whether such ownership is joint, in common or tenancy by the entirety. Each member is entitled to one vote. When more than one person or entity holds such interest in any home, the one vote attributable to such home shall be exercised as such persons mutually determine but with the exception of cumulative voting employed in the election of Directors, not more than one vote may be cast with respect to any such home. No member shall split or divide its votes on any motion, resolution or ballot other than in the cumulative voting procedure employed in the election of Directors.

ARTICLE VII. QUORUM, PROXIES AND WAIVERS

Section 1. Quorum. So many members as shall represent at least 51% of the total authorized votes of all members present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by Statute, by the Declaration, the Certificate of Incorporation of the Association or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting. At least 5 days written notice of such adjourned meeting shall be given to all members. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. At such adjourned meeting, so many members as shall represent at least 33-1/3 of the total authorized votes of all members shall constitute a quorum.

Section 2. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all members, unless the question is one upon which by express provision of the Statute, Declaration, Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 3. Right to Vote. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 4. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 5. Waiver and Consent. Wherever the vote of the membership at a meeting is required or permitted by Statute or by any provision of the Declaration, Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 6. Place of Meeting. Meetings shall be held at any suitable place convenient to the members as may be designated by the Board of Directors and designated in the notices of such meetings.

Section 7. Annual Meetings. The annual meeting of the membership of the Association shall be held on such date as is fixed by the Board of Directors. At such meetings there shall be elected by ballot of the membership a Board of Directors in accordance with the requirements of Article VIII of these By-Laws. The members may also transact such other business as may properly come before the meeting.

Section 8. Special Meetings. It shall be the duty of the President to call a special meeting of the Association, if so directed by the Board of Directors, or upon the presentation to the Secretary of a petition signed by a majority of the members.

Section 9. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at least ten but not more than thirty days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 10. Order of Business. The order of business at all meetings shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Report of officers
- (e) Report of committees
- (f) Appointment of inspectors of election
(in the event there is an election)
- (g) Election of Directors (in the event there is an election)
- (h) Unfinished business
- (i) New business.

ARTICLE VIII. BOARD OF DIRECTORS.

Section 1. Number and term. The number of Directors which shall constitute the whole Board shall not be less than three nor more than five. An initial Board consisting of three Directors shall be designated by the Developer to serve until the first annual meeting of the Association. At the first annual meeting and at all subsequent annual meetings the members shall vote for and elect five Directors to serve for one year terms and until their successors have been duly elected and qualified. All Directors, other than those the Developer shall have the right to designate, must be either members of the Association or immediate family members residing in the member's home. As required by law, each Director shall be at least nineteen years of age.

Section 2. Cumulative Voting and Right of Developer to Designate Certain Board Members. In an election of Directors, each member shall be entitled to as many votes as shall equal the number of Directors to be elected and a member may cast all of such votes for a single Director or may distribute them among two or more Directors as he sees fit.

Notwithstanding the foregoing, the Developer shall have the right to designate three Directors until the fifth anniversary date of the recording of the Declaration or until 90% of the homes in the development are sold, whichever is sooner. Thereafter, the Developer shall have the right to designate one Director for so long as it holds at least one membership. When the Developer no longer holds any membership interests it may not designate any Directors. Developer may not cast its votes to elect any Directors in addition to the designated Directors set forth above.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a major-special meeting of Directors duly called for this purpose shall choose a successor, who shall hold office for the unexpired term in respect of which such vacancy occurred and until his successor is duly elected and qualified. In the event a Director appointed by Developer resigns, the Developer shall have the right to appoint another Director in his place.

Section 4. Removal. Directors may be removed for cause by an affirmative vote of a majority of the members. No director, other than a designee of the Sponsor, shall continue to serve on the Board if, during his term of office, he shall cease to be a member.

Section 5. Powers.

(a) The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by Statute, Declaration, Certificate of Incorporation or by these By-Laws, directed or required to be exercised or done by the members or owners personally. These powers shall specifically include, but not be limited to the following items:

1. To determine and levy monthly assessments ("Association assessments") to cover the cost of operating and maintaining the Properties payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses.
2. To collect, use and expend the assessments collected to maintain, care for and preserve the roads, walks, parking areas, landscaping, roof repair and painting of the exterior of the homes on The Properties.
3. To make repairs, restore or alter the Common Properties after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

4. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts.
5. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from members for violations of the house rules or rules and regulations herein referred to.
6. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the members when the board has approved them in writing and delivered a copy of such rules and all amendments to each member. Such rules and regulations may without limiting the foregoing include reasonable limitations on the use of the Common Properties by guests of the members as well as reasonable admission and other fees for such use.
7. To employ workmen, contractors and supervisory personnel, and to purchase supplies and equipment, to enter into contracts to provide maintenance and other services and generally to have the power of Directors in connection with the matters hereinabove set forth.
8. To bring and defend actions by or against one or more members and pertinent to the operation of the Association and to assess special assessments to pay the cost of such litigation.
9. To hire a Managing Agent to perform and exercise the powers of the Board of Directors in the management of the Development.

(b) The Board of Directors may, by resolution of resolutions, passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) members, lessors of members, or immediate family member residing in home of member, one of whom shall be a Director, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required.

Section 2. Cumulative Voting and Right of Developer to Designate Certain Board Members. In an election of Directors, each member shall be entitled to as many votes as shall equal the number of Directors to be elected and a member may cast all of such votes for a single Director or may distribute them among two or more Directors as he sees fit.

Notwithstanding the foregoing, the Developer shall have the right to designate three Directors until the fifth anniversary date of the recording of the Declaration or until 90% of the homes in the development are sold, whichever is sooner. Thereafter, the Developer shall have the right to designate one Director for so long as it holds at least one membership. When the Developer no longer holds any membership interests it may not designate any Directors. Developer may not cast its votes to elect any Directors in addition to the designated Directors set forth above.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a major-special meeting of Directors duly called for this purpose shall choose a successor, who shall hold office for the unexpired term in respect of which such vacancy occurred and until his successor is duly elected and qualified. In the event a Director appointed by Developer resigns, the Developer shall have the right to appoint another Director in his place.

Section 4. Removal. Directors may be removed for cause by an affirmative vote of a majority of the members. No director, other than a designee of the Sponsor, shall continue to serve on the Board if, during his term of office, he shall cease to be a member.

Section 5. Powers.

(a) The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by Statute, Declaration, Certificate of Incorporation or by these By-Laws, directed or required to be exercised or done by the members or owners personally. These powers shall specifically include, but not be limited to the following items:

1. To determine and levy monthly assessments ("Association assessments") to cover the cost of operating and maintaining the Properties payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses.

2. To collect, use and expend the assessments collected to maintain, care for and preserve the roads, walks, parking areas, landscaping, roof repair and painting of the exterior of the homes on The Properties.

3. To make repairs, restore or alter the Common Properties after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

Section 2. Cumulative Voting and Right of Developer to Designate Certain Board Members. In an election of Directors, each member shall be entitled to as many votes as shall equal the number of Directors to be elected and a member may cast all of such votes for a single Director or may distribute them among two or more Directors as he sees fit.

Notwithstanding the foregoing, the Developer shall have the right to designate three Directors until the fifth anniversary date of the recording of the Declaration or until 90% of the homes in the development are sold, whichever is sooner. Thereafter, the Developer shall have the right to designate one Director for so long as it holds at least one membership. When the Developer no longer holds any membership interests it may not designate any Directors. Developer may not cast its votes to elect any Directors in addition to the designated Directors set forth above.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a major-special meeting of Directors duly called for this purpose shall choose a successor, who shall hold office for the unexpired term in respect of which such vacancy occurred and until his successor is duly elected and qualified. In the event a Director appointed by Developer resigns, the Developer shall have the right to appoint another Director in his place.

Section 4. Removal. Directors may be removed for cause by an affirmative vote of a majority of the members. No director, other than a designee of the Sponsor, shall continue to serve on the Board if, during his term of office, he shall cease to be a member.

Section 5. Powers.

(a) The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by Statute, Declaration, Certificate of Incorporation or by these By-Laws, directed or required to be exercised or done by the members or owners personally. These powers shall specifically include, but not be limited to the following items:

1. To determine and levy monthly assessments ("Association assessments") to cover the cost of operating and maintaining the Properties payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses.
2. To collect, use and expend the assessments collected to maintain, care for and preserve the roads, walks, parking areas, landscaping, roof repair and painting of the exterior of the homes on The Properties.
3. To make repairs, restore or alter the Common Properties after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

4. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts.
5. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from members for violations of the house rules or rules and regulations herein referred to.
6. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the members when the board has approved them in writing and delivered a copy of such rules and all amendments to each member. Such rules and regulations may without limiting the foregoing include reasonable limitations on the use of the Common Properties by guests of the members as well as reasonable admission and other fees for such use.
7. To employ workmen, contractors and supervisory personnel, and to purchase supplies and equipment, to enter into contracts to provide maintenance and other services and generally to have the power of Directors in connection with the matters hereinabove set forth.
8. To bring and defend actions by or against one or more members and pertinent to the operation of the Association and to assess special assessments to pay the cost of such litigation.
9. To hire a Managing Agent to perform and exercise the powers of the Board of Directors in the management of the Development.

(b) The Board of Directors may, by resolution of resolutions, passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) members, lessors of members, or immediate family member residing in home of member, one of whom shall be a Director, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, so long as the Developer or its designee shall continue to own membership interests representing at least 5% of the total membership or more, but in no event later than 5 years from the closing of title to the first home, the Board of Directors may not, without the Developer's prior written consent, (i) make any addition, alteration or improvement to the common area, or (ii) assess any Association charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund or, (iii) enter into any service or maintenance contract for work not covered by contracts in existence on the date the said Plan is declared effective, or, (iv) borrow money on behalf of the Association or, (v) increase or decrease the services or maintenance set forth in Schedule A of this Offering Plan or, (vi) purchase any materials, equipment or other goods costing in excess of \$1,000.00. Developer shall not use its veto power or control of the Board of Directors to reduce the level of services described in the Offering Plan or prevent capital repairs or prevent expenditures required to comply with applicable laws or regulations. While Developer is in control of the Board of Directors, no mortgage liens will be placed on the Common Properties without the consent of at least 51% of the home owners other than Directors or Developers nominee.

Section 6. Compensation. Directors and officers, as such, shall receive no compensation for their services.

Section 7. Meetings.

(a) The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the Association members and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days notice to each Director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Directors.

(d) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of a two-thirds majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by Statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

(e) Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Annual Statement. The Board of Directors shall furnish to all members and shall present annually (at the annual meeting) and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the members and a notice of the holding of the annual meeting of Association members.

Section 9. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be an expense of the Association.

ARTICLE IX. OFFICERS.

Section 1. Elective Officers. The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Assistant Secretaries and Assistant Treasurers and such other officers as in their judgment may be necessary. All officers must be either members of the Board of Directors, Members of the Association, or lessees or occupants entitled or permitting them to occupy the home in which they reside. Two or more offices may not be held by the same person.

Section 2. Election. The Board of Directors, at its first meeting after each annual meeting of Association members shall elect a President, a Vice President, a Secretary and a Treasurer. Only the President must be a member of the Board.

Section 3. Appointive Officers. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office for a period of one year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the Board of Directors present at such meeting, provided prior notice was given to all Board members that this item was on the Agenda for such meeting. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Association members and the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

Section 6. The Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

Section 7. The Secretary. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of Association members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of Association members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Association including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. These duties may also be exercised by the Managing Agent, if any. However, such Management Agent shall not replace the Treasurer.

He shall disburse the funds of the Association as he may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

He shall keep detailed financial records and books of account of the Association including a separate account for each member, which among other things, shall contain the amount of each assessment, the date when due, the amount paid thereon and the balance remaining unpaid.

Section 9. Agreements, etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Directors.

ARTICLE X. NOTICES.

Section 9. Definitions. Whenever under the provisions of the Declaration or

of these By-Laws, notice is required to be given to the Board of Directors or to any Director or Association member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Directors, such Director, or member, at such address as appears on the books of the Association.

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

ARTICLE XI. ASSESSMENTS AND FINANCES

Section 1. Creation of the Lien and Personal Obligation of Assessments. The creation of the lien and personal obligation of assessments is governed by Section 1 of Article VI of the Declaration.

Section 2. Purpose of Assessments. The purpose of assessments is as specified in Section 2 of Article VI of the Declaration.

Section 3. Basis of Assessments. The basis of the assessments is as specified in Section 3 of Article VI of the Declaration.

Section 4. Date of Commencement of Assessments. Due Dates. The date of commencement and the due dates of assessments are as specified in Section 4 of Article VI of the Declaration.

Section 5. Effect of Non-Payment of Assessment. Remedies of the Association. The effect of non-payment of assessments and the remedies of the Association shall be as specified in Section 5 of Article VI of the Declaration.

Section 6. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated pursuant to the provisions of Section 5 of Article VI of the Declaration.

Section 7. Checks. All checks or demands for money and notes of Association shall be signed by the President and Treasurer, or by such other officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 8. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all members. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the community.

Section 9. Other Accounts. The Board shall maintain any other accounts it shall deem necessary to carry out its purposes.

ARTICLE XII. AMENDMENTS.

These By-Laws may be altered, amended or added to at any duly called meeting of Association members provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment and (2) that the amendment shall be approved by vote of at least sixty six and two thirds percent (66-2/3%) of the members. No amendment, however, shall affect or impair the validity or priority of the members' interests and the interests of holders of a mortgage encumbering a member's home. Nor shall any amendment have the effect of infringing upon the Developer's right to build and make membership in or use of the Association available to purchasers or lessees of no more than 9 homes on the Properties.

ARTICLE XIII. SELLING, LEASING AND GIFTS OF HOMES.

Section 1. Selling and Leasing Homes. Any home may be conveyed or leased by a member free of any restrictions except that no member shall convey, mortgage, pledge, hypothecate, sell or lease his home unless and until all unpaid Association expenses assessed against the home shall have been paid as directed by the Board of Directors. Such unpaid Association expenses, however, may be paid out of the proceeds from the sale of a home, or by the Grantee. Any sale or lease of a home or unit in violation of this section shall be voidable at the election of the Board of Directors. Upon the written request of a member or his mortgagee, the Board or its designee shall furnish a written statement of the unpaid charges due from such member which shall be conclusive evidence of the payment of amounts assessed prior to the date for the issuance of such statements.

The provisions of this section shall not apply to the acquisition of a home by a mortgagee who shall acquire title to such home by foreclosure or by deed in lieu of foreclosure. In such event the unpaid assessments against the home which were assessed and became due prior to the acquisition of title to such home by such mortgagee shall be deemed waived by the Association and shall be charged to all other members of the Association as a common expense. Such provisions shall, however, apply to any assessments which are assessed and become due after the acquisition of title to such home by the mortgagee and to any purchaser from such mortgagee.

Whenever the term "home" is referred to in this Section, it shall include the home the member's interest in the Association and the member's interest in any homes acquired by the Association.

Section 2. Gifts, etc. Any member may convey or transfer his home by gift during his lifetime or devise his home by will or pass the same by intestacy without restriction.

ARTICLE XIV. GENERAL PROVISIONS.

Section 2. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 2. Seal. The Association seal shall have inscribed thereon the name

York. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 3. Architectural Control. No building, fence, wall, statuary or other structure, or change in landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration there- to be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to 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 or more, representatives appointed by the Board. In the event the Board, or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required. The provisions of this paragraph shall not apply to the Developer. As set forth in Article VIII, Section 7(d) of these By-Laws, a two-thirds majority of the Board of Directors or Architectural Committee shall be required for approval of any addition, change, or alteration.

Section 4. Examination of Books and Records. Each member, or their respective representatives and first mortgagees, shall be entitled to a reasonable examination of the books and records of the Association at any time upon reasonable notice to its Board of Directors. The Declaration, Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any member or first mortgagee at the principal office of the Association.

Section 5. Construction. Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

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

Section 6. Severability. Should any of the covenants, terms, or provisions herein imposed be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

PURCHASE AGREEMENT

Agreement made and dated 198 , between Round Top Development Corporation, a New York corporation having its offices at 1 Reeves Rd., Port Jefferson, New York, hereinafter called the "Seller" and residing at No. hereinafter called the "Purchaser".

WHEREAS, the Seller desires to offer for sale Homes to be situated on the land owned by it located in the Town of Cairo, County of Greene, State of New York, together with mandatory memberships in Glenwood at Round Top Home Owners Association, Inc., hereinafter called the "Association", and the Purchaser is desirous of purchasing a Home therein and obtaining membership in the Association.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the parties hereto mutually agree as follows:

1. Sale of Home. Seller agrees to sell and convey, and Purchaser agrees to purchase: All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected or to be erected, situate, lying and being in the Town of Cairo, County of Greene and State of New York, known as Lot No. on Map entitled, "Glenwood at Round Top" to be filed in the Office of the Clerk of Greene County. The one family dwelling referred to shall conform substantially in appearance as per Plans and specifications agreed to by Seller and Purchaser in the attached Rider which is incorporated herein and made a part hereof.

2. Home Owners Association. The Seller has exhibited and delivered to the Purchaser and Purchaser has read and agrees to be bound by the proposed Declaration of Covenants, Restrictions, Easements, Charges and Liens, By-Laws and Offering Plan of the Association (and the Exhibits attached thereto), as the same may from time to time be amended, all of which are incorporated by reference and made a part of this agreement with the same force and effect as it set forth in full herein. With the purchase of his Home, the Purchaser acknowledges that he will automatically thereby become a member of the Association, subject to its rules and regulations and liable for its assessments. Pursuant to Regulation, this Agreement is being executed more than 72 hours after the receipt by the Purchaser of a copy of the Offering Plan.

3-A. Purchase Price. The purchase price is \$ payable as follows:

- (i) \$, Total Price;
- (ii) \$, previously recieved as a non-binding reservation deposit (where applicable);
- (iii) \$, on the signing of this agreement, the receipt whereof is hereby acknowledged;
- (iv) \$, certified or bank cashier's check on closing of title;
- (v) \$, Loan in that amount, to be procured by the Purchasers from a financial institution approved by Sponsor which shall include interest at the prevailing rate of interest charged by financial institutions and permitted by New York State Law at the time of closing of title, the proceeds of which shall be turned over to the Seller.

See Rider annexed hereto and made a part hereof for optional extras.

Any payment made by check is accepted by Seller subject to collection. Seller will hold all monies recieved from purchaser in trust until the closing of title or until Sponsor post a bond or letter of credit securing such funds. The down payments will be held in accordance with Sections 352-h and 352-e(2)(b) of the General Business Law in "Round Top Special Account" or similar name in The Richmond Hill Savings Bank, Tulip Ave, Floral Park, New York. The signature of a member of the law firm of Gunnigle, Johnson, P.C., Main St. & Reeves Rd., Port Jefferson, New York shall be required to withdraw any such funds.

Title to all items of personal property shall be delivered free and clear of all liens and encumbrances, except the lien of the mortgage applied for by Purchasers herein, if any.

All sums paid on account of this contract are hereby made liens upon said premises, but such liens shall not continue after default by the Purchaser under this contract.

3-B. Closing Costs and Adjustments. The Purchaser further agrees to pay to the Seller as the closing of title: the applicable New York State Transfer tax (historically this item is customarily paid by Seller), survey fees and the actual fee for recording the deed to the Home. In the event the Purchaser shall obtain a purchase money mortgage, he shall also pay all applicable fees connected therewith such as origination fees, fees for credit

reports, the actual cost of appraisal and inspection fee, mortgage tax, mortgage title insurance, bank attorneys fees for preparation of the documents necessary for the mortgage loan, all recording fees and all other governmental charges assessed on the loan. All applicable real estate taxes and other usual and normal closing charges and any Association Assessments assessed during the month that the title closes or established as a reserve, shall be adjusted as of the closing date based on the last bill rendered for such taxes or charges. The purchaser shall pay the fee of his own attorney and the premium for a fee title insurance policy, if he desires such coverage. In addition thereto, the Purchaser agrees to pay at the closing to the Association the monthly Association charges in advance and \$250.00 to be used as initial working capital. Purchaser shall make the required deposits with the lending institution for future payments of taxes and insurance premiums, and, if collected by the lending institution, for Association Assessments.

4. Deed and Subject To. The closing deed shall be a Bargain and Sale Deed with Covenants Against Grantor's Acts, shall be duly executed and acknowledged by the Seller, so as to convey to the Purchaser fee simple title to the said premises, free and clear of all liens and encumbrances, except as herein stated, and shall also contain the covenant required by subdivision 5 of Section 13 of the Lien Law. The Purchaser shall accept a marketable title such as Seller's title company or any other reputable title company will insure and the Purchaser shall pay the applicable New York State transfer tax. Title to the premises is sold and shall be conveyed subject to: (a) Ordinances and regulations of competent municipal or other government authorities; (b) Easements for screening and planting and for sewer, water, gas, fuel line, drainage, scenic purposes, electricity, telephone and other similar utilities, if any, granted or to be granted; (c) Usual rights of owners in party walls; (d) The Declaration of Covenants, Restrictions, Easements, Charges and Liens referred to in Paragraph 2 of this Agreement which the Seller will or has recorded in the Greene County Clerk's Office; (e) Unpaid taxes and liens, provided the title company shall insure against collection of same from the premises; (f) Any state of facts an accurate survey or personal inspection of the property would show provided title is not rendered unmarketable.

5. Delivery of Deed, Incomplete Home at Time of Closing. The closing of title shall take place at the office to be designated by the Seller or by the lending institution at o'clock on or about , 1985 or at another date and time designated by the Seller upon ten (10) days written notice mailed to the Purchasers at their address hereinabove set forth. The seller shall be entitled to a reasonable adjournment in the closing of title as set forth in paragraph 19 of this Agreement in the event of delay by reason of weather conditions, strikes or material shortages, or delays in inspections and reports thereon, or other requirements. In the event the dwelling or its environs are not completed, but are

substantially completed and habitable, on the date set by the Seller for closing of title, provided Seller shall not constitute an objection to closing of title, provided Seller shall, by letter agreement to survive title closing, agree to complete any open items within sixty (60) days after closing, weather and circumstances permitting.

6. Purchasers Obligations Respecting Mortgage Loan. The mortgage loan applied for by the Purchaser herein, if any, shall be secured by a first mortgage on the Home herein described payable in monthly installments of taxes, water, sewer, insurance and Association Assessments as the lending institution shall require. The Purchaser does hereby agree to furnish, deliver and/or execute all other instruments in connection with the Purchaser's application for such loan, to furnish all information required by the lending institution and/or Seller and to render within 10 days from the date of this Purchase Agreement a truthful and accurate statement of them, and if the application is approved, to execute at title closing all papers, statements or instruments which may be necessary to consummate the mortgage loan transaction (and if this agreement is executed by one spouse only on behalf of Purchasers such spouse agrees that the other spouse will join in the application for and consummation of the mortgage loan). Failure to comply will be deemed a material breach of this agreement. In the event the mortgage shall be approved in a reduced amount, the Purchaser agrees to accept said mortgage on condition that it be reduced by not more than \$3,000. If, after compliance with the foregoing by the Purchaser, he is not approved by the lending institution approved by the Seller within 45 days from date of application then this agreement shall be deemed cancelled and the monies paid hereunder by the Purchaser shall be refunded to the Purchaser and the parties hereto shall be released from any liability hereunder except that the Seller reserves the right but not the obligation to designate another lending institution or to grant the mortgage loan itself on the same terms and conditions. If such other lending institution or Seller does not approve the Purchaser within an additional 45 days, then this agreement will be deemed cancelled and all monies paid by the Purchaser will be refunded with interest, if any. The instruments furnished by the Purchaser are hereby made part of this Agreement. The Purchaser's obligation to buy is expressly conditioned upon his ability to diligently obtain financing.

7. Breach of Purchase Agreement by Purchaser. Should Purchaser violate, repudiate, or fail to perform any of the terms of this agreement, or fail to make any payment in a timely fashion, which default remains uncured for 10 days after written notice of such default from Seller, Seller may, at its option, retain all or any part of the monies paid on account hereunder including the price of any custom work ordered, as liquidated damages, in which event the parties shall be discharged of all further liability hereunder. The provisions shall apply whether or not construction has commenced and regardless of any sale of the property subsequent to Purchaser's default. If such default results in a delay in the closing of title from the date

and time fixed pursuant to this Purchase Agreement, the Purchaser will only be permitted to cure the default and close within such 30 day period on condition that all adjustments shall be made as of the date originally fixed for the closing of title. In addition, Purchaser shall reimburse Sponsor for all mortgage or other interest charges incurred by Seller from the date originally fixed for the closing of title.

8. Subordination of Purchase Agreement to Building Loan Mortgage. The Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any building loan mortgage heretofore or hereafter made thereon, and any payments or expenses already made or incurred or which may hereafter be made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, to the full extent thereof without the execution of any further legal documents by the Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule or payments or accelerated thereunder by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments. The Seller shall satisfy all such mortgages or obtain a release of the Home from the lien of such mortgage at or prior to the closing date, except for the individual mortgage covering the mortgage loan taken out by the Purchaser, if any, whether same be by extension, assumption, consolidation or otherwise.

9. Risk of Loss. The risk of loss or damage to the Home by fire or any other cause until the delivery of the deed is assumed by the Seller.

10. Lack of Labor/Materials; Seller's Right to Cancel. The parties hereto do hereby agree that the Seller may cancel this agreement by forwarding its check in the full amount paid by the Purchaser, together with a notice in writing, addressed to the Purchaser at their address hereinabove set forth in the event of the occurrence of either of the following: (1) that any governmental bureau, department or sub-division thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials from its regular suppliers or from using same in the construction and/or completion of the Home; or (2) that the Seller is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements or national emergencies, or the installation of public utilities is restricted or curtailed.

11. Possession by Purchaser Prior to Closing. It is expressly understood and agreed that the Purchaser shall in no event take possession of the premises prior to the time of the delivery of the deed and full compliance by the Purchaser with the terms of this Agreement, nor shall purchaser enter the home or have his contractors or agents enter the home to perform work

prior to closing without the written authorization of Seller, and should the Purchaser violate this provision, the Purchaser consents that the Seller shall have the right to remove him from the premises as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Seller, and upon such election, the amount paid hereunder at the option of the Seller, and upon such election, the amount paid hereunder shall be deemed cancelled. It is further understood and agreed that the Seller will not be responsible for the damage or loss to any property on or after the closing of title herein.

12. Seller's Failure to Convey. The Seller's liability under this agreement for failure to complete and/or deliver title for any reason, shall be limited to the return of the money paid hereunder, and upon the return of said money, this agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Seller shall not be required to bring any action or proceeding or otherwise incur any unreasonable expense to render the title to the premises marketable or to cure any objection to title.

13. Acceptance of Deed - Full Compliance by Seller; Waiver of Jury Trial. Anything to the contrary herein contained notwithstanding, it is specifically understood and agreed by the parties hereto that the acceptance of the delivery of the deed at the time of the closing of title hereunder shall constitute full compliance by the Seller with the terms of this agreement and none of the terms hereof, except as otherwise herein expressly provided, shall survive the delivery and acceptance of the deed. All representations contained in the Offering Plan shall survive delivery of the deed. The parties hereto do hereby agree that trial by jury in any action, proceeding or counterclaim arising out of or from this agreement is hereby waived.

14. Municipal Certificates. At the closing of title the Seller will deliver the usual certificates (including those covering electrical installation) and it is further agreed that title will not close until a temporary or permanent certificate of occupancy has been issued covering the building in which the Home is located.

15. Construction of Home by Seller. The Seller agrees, at its own cost and expense to erect and complete the aforementioned Home in accordance with the requirements as to materials and workmanship of the Building Department of the Town of Cairo and further agrees that when completed, same will be in substantial accordance with the plans as filed with the Building Department.

16. Changes in Materials, etc. The Seller reserves the right to: (a) make changes or substitutions of materials or construction for items as set forth in the Offering Plan or Building Plan, provided any such changes are of substantially equal value and quality; (b) determine the exterior color and

17 A. Extras. Any extras or changes ordered by Purchaser shall be signed by the Purchaser and must be paid for in full at the time of the order. If for any reason the Sponsor fails to install said extras in accordance with the work order, the limit of the Sponsor liability is a refund of the amount of the charge and same shall not be deemed an objection to title. All extras must be ordered prior to commencement of construction and must not delay construction.

18. Execution of Required Documents, etc. Purchaser agrees to deliver to Seller all documents and to perform all acts required by the Seller to carry out the provisions of all applicable laws and regulations. This paragraph shall survive delivery of the deed.

19. Delay in Closing, Purchaser's Option to Cancel. In the event the Seller shall be unable to convey title to the Home on or before six months after the date of delivery of title set forth herein and except for delays due to strikes, acts of God, wars, lockouts, military operations, national emergencies, installation of public utilities, governmental restrictions preventing Sponsor from obtaining necessary supplies and/or materials, in which event the period shall be extended to nine months, and except for the Purchaser's default, the Purchaser shall have the option to cancel this agreement and to have the down payment advanced by him returned to the Purchaser with interest, if any.

20. Assignability: Notice. The parties agree that the stipulations and agreements herein contained shall be binding upon them, their respective heirs, executors, administrators and/or assigns. The Purchaser agrees that he will not record or assign this agreement or any of his rights hereunder without the written consent of the Seller. Any notice to be given hereunder shall be in writing and sent by mail to the parties at the address above given or at such address as either party may hereafter designate to the other in writing or to their respective attorneys.

21. LIMITED ONE YEAR WARRANTY. Seller warrants to the Purchaser that the plumbing, heating, and electrical systems and roofing solely serving the above referenced home will perform their intended functions and will be free of defects in workmanship and material for a period of one year from the closing of title of your home. In addition, a Purchaser will receive the manufacturers warranty on all appliances. If a defect occurs in an item which is covered by any of these warranties the Seller will (a) repair, or (b) replace the defective item. The choice among repair or replacement is the Seller's. Written notice of any defect covered by these warranties must be given to Seller in writing no later than one year from the closing of title to a home. Where failure to give timely notice results in further damage, such further damage will not be covered by these warranties.

Purchasers should note that:

1. No steps taken by Seller to correct a defect shall act to extend the warranty period.

2. Seller accepts no responsibility for any warranty obligation for incidental or consequential damage caused by any defect.

3. These warranties give you specific legal rights. You may have other rights under State law.

4. These warranties are extended to you as Purchaser and are not extended to any subsequent Purchaser and mortgage lender who takes possession of the Home.

5. These warranties shall be void if Purchaser misuses, abuses or otherwise interferes with or changes Sellers original construction or installations.

6. Seller is not responsible for any work or material ordered directly by purchasers from Seller's contractors or suppliers.

7. In no event shall the Seller be responsible for the partial or total death of any trees, shrubs, bushes or other landscape improvements, damage to walkways or other concrete areas caused by the application of sale or deicers, nail pops, ridging, normal lumber shrinkage, normal settlement or any consequential damage resulting therefrom, normal plumbing and heating noises or carpet stretching, normal settlement cracks on concrete foundations, patios, sidewalks and other flat work, basement leaks resulting from acts of God or alteration of landscaping or grading, leakage resulting from "ice dams" forming on roofs, spalling or flaking of concrete surfaces if ice melting compounds have been used, scuffing on kitchen cabinet or vanity surfaces, variations of wood grain or staining of kitchen cabinets or vanities, minor chips (nicks) to formica tops, cultured marble floors, tops and tubs, edges and surfaces, shading variations of the exterior siding staining (on the surface or grooves), and shading variations on fascias from staining. Subsequent to the conveyance of title to a Home, the Seller shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or formica chips and scratches in tubs, vanities or countertops.

8. These warranties are specifically in lieu of any other guarantee or warranty, express or implied including any warranty of merchantability.

The provisions of this paragraph shall survive the delivery of the deed.

22. Trust Funds. The Sponsor will hold all monies recieved directly orthrough its agents or employees in trust until the closing of title or Sponsor will post a surety bond issued by a New York insurance company or a letter of credit issued by an institutional lender securing repayment of such funds in the event the purchaser is entitled to such amount under the terms of the Offering Plan or Purchase Agreement. If no bond or letter of credit is posted, such funds will be held as trust funds pursuant to Section 352-h and Section 352e2(b) of the General Business Law, in a special account in The Richmond Hill Savings Bank, Tulip Avenue, Floral Park, New York 11968. The signature of a member of the firm of Gunnigle, Johnson, P.C., Main St. & Reeves Rd., Port Jefferson, New York, 11777, as attorneys for the Sponsor, shall be required to withdraw any such funds. Such funds will be payable to the Sponsor upon the closing of title to the Home conveyed by the Purchase Agreement. In the event of default by the purchaser under such Purchase Agreement, which default continues for 10 days after notice of such default from the Sponsor to the Purchaser, the down payment may be released to the Sponsor from such account as liquidated damages and thereafter neither party shall have any rights or obligations against or to the other.

23. No Broker. The parties agree that no broker except brought about this sale and Purchaser agrees to indemnify Seller against any claim brought by anyone else for brokerage fees based upon Purchaser's act.

24. Purchasers-Agents for Each Other. If two or more persons are named as the Purchaser herein, any one of them is hereby made agent for the other in all matters of any and every kind or nature affecting the premises herein or this agreement.

25. Entire Agreement. This agreement states the entire understanding of the parties and the Seller shall not be bound by any oral representations or agreements.

Round Top Development Corporation

By: _____

Purchaser

Purchaser

RIDER TO PURCHASE AGREEMENT

Optional Extras

The purchase price includes the following alternates and extras:

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____
- (v) _____
- (vi) _____
- (vii) _____
- (viii) _____
- (ix) _____
- (x) _____

Dated: _____, 1985.

ROUND TOP DEVELOPMENT CORPORATION

By: _____

Purchaser

Purchaser

DEED

THIS INDENTURE made the _____ day of _____, 1985, between Round Top Development Corporation, a New York corporation, having a place of business at 1 Reeves Rd., Port Jefferson, New York, Party of the First Part and _____ residing at _____ Party of the Second Part.

W I T N E S S E T H

That the Party of the First Part, in consideration of Ten (\$10.00) dollars, lawful money of the United States, and other good and valuable consideration, paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever,

All that certain piece or parcel of real property, with the building and improvements therein contained, situate, lying and bein in the Town of Cairo, County of Greene and State of New York and more particularly described on Exhibit A annexed hereto and made a part hereof.

Subject to covenants, restrictions, reservations, and easements of record.

AND TOGETHER with the benefits and subject to the burdens, covenants, restrictions, by-laws, rules, regulations and easements, all set forth in the Declaration of Covenants, Restrictions, Easements, Charges and Liens made by the Party of the First Part dated _____, 1985 and recorded in the Office of the Clerk of Greene County of the _____ Day of July, 1985, in Liber _____ of Conveyance at page _____.

SUBJECT to and together with mutual easements with adjacent homes for support and maintenance of common party walls, and appurtenant support joists and beams.

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever.

AND the Party of the First Part covenants that the Party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way, whatever, except as aforesaid.

And the Party of the First Part, in compliance with Section 13 of the Lien Law, covenants that the Party of the First Part

will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose.

This conveyance has been made in the regular course of business actually conducted by the Party of the First Part.

The word "Party" shall be construed as if it read "Parties" whenever the sense of this indenture so requires.

INWITNESS WHEREOF, the Party of the First Part has duly executed this deed the day and year first above written.

ROUND TOP DEVELOPMENT CORPORATION

By: _____

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

On this _____ day of _____, 198 , before me personally came _____, to me known, who being by me duly sworn, did depose and say that he resides at No. _____; that he is the _____ of Round Top Development Corporation, the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal is affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public

DESCRIPTION OF HOA PROPERTYSITE

The property is located on the former "Glenwood Resort" in the Hamlet of Round Top, off South Road in the Town of Cairo, N.Y. The site consists of 3.09 acres of land which will ultimately have twenty three dwelling units housed within five building clusters. All units will be privately owned residences. One building is a former resort structure renovated to three (3) one-bedroom units. The remaining buildings are of new construction.

A 22'-0" wide private road, with bluestone topping and no curbing will be installed in accordance with local standards. This road will extend from South Road through a 50'-0" right-of-way to reach the HOA land. No street lights will be installed. Storm water drainage from paved areas will run off into the adjacent land. All units will be connected to the drive and parking areas by a 3'-0" wide walk, topped with rock gravel. Parking for the residents will be off street, with 35 spaces allotted. Each resident will own an area of land determined by the width and location of their unit. Refer to the attached site plan for size and description of all lots.

LANDSCAPE

The existing grass and trees of the HOA property will be retained as much as possible. Areas disturbed by construction will be graded and seeded. New deciduous trees will be planted at various locations about the site, shrubs will be provided for each unit.

UTILITIES

Electric power is obtained from a transformer supplied by Central Hudson Gas and Electric Company. Water will be provided from two wells, owned and operated by the HOA. Wells will feed three enclosed water reservoirs, which will provide all units with adequate water supply.

REFUSE

Refuse disposal from all units will be by a private carter, with pickup from a central dumpster. The dumpster will be housed in a wood stockade fenced enclosure with gates, surrounded with plantings.

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

Department of Law
Stat of New York
2 World Trade Center
New York, NY 10047

Att: Real Estate Financing Bureau

re: Glenwood at Round Top Home Owners Association

We are the Sponsor and the principals of Sponsor of the Home Owners Association Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 22 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have excercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan for the Home Owners Association does, and that documents submitted hereafter by us which amend or supplement the Offering Plan for the Home Owners Association will:

- (i) set forth the detailed terms of the transaction and be complete, current and accurate;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgement;
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, suppression, false pretenst or fictitious or pretended purchase or sale;
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) not contain any representation or statment which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer was made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

We certify that the roads and/or sewer lines, and/or water lines, when constructed, will be in accordance with legal government specifications. After completion of such amenities and before conveyance of the Common Property to the Homeowners Association, the Plan will be amended to include a certification by an engineer or architect stating that the roads and/or sewage system and/or water lines have, in fact, been constructed in accordance with local government specifications for public roads and indicating the date of completion. In the alternative, and/or if the construction of the road and/or sewers and/or water lines has not been completed prior to conveyance to the Homeowners Association, a bond will be posted, funds will be escrowed, or other adequate security will be provided in an amount to be determined by an engineer licensed to practice as a professional engineer in the jurisdiction where the Homeowners Association is located which amount shall not be less than the amount required to complete construction to the required specifications.

By James D. Willey Secretary/Treasurer
ROUND TOP DEVELOPMENT CORPORATION

Joseph A. D'Agrosa
Joseph A. D'Agrosa

James D. Willey
James D. Willey

Joseph S. D'Agrosa
Joseph S. D'Agrosa

Douglas R. Frie
Douglas R. Frie

Marc B. Richting
Marc B. Richting

Kenneth E. Gault
Kenneth E. Gault

James Siani
James Siani

Sworn to before me this
8th day of OCTOBER
1985.

Edward J. Coniglio
Notary Public

EDWARD J. CONIGLIO
NOTARY PUBLIC, State of NY
No. 02GU4784-069, Suffolk Cty.
Comm. Expires Dec 17, 1986

This certification is made under penalty of perjury for the benefit of all persons to whom this offer was made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

We certify that the roads and/or sewer lines, and/or water lines, when constructed, will be in accordance with legal government specifications. After completion of such amenities and before conveyance of the Common Property to the Homeowners Association, the Plan will be amended to include a certification by an engineer or architect stating that the roads and/or sewage system and/or water lines have, in fact, been constructed in accordance with local government specifications for public roads and indicating the date of completion. In the alternative, and/or if the construction of the road and/or sewers and/or water lines has not been completed prior to conveyance to the Homeowners Association, a bond will be posted, funds will be escrowed, or other adequate security will be provided in an amount to be determined by an engineer licensed to practice as a professional engineer in the jurisdiction where the Homeowners Association is located which amount shall not be less than the amount required to complete construction to the required specifications.

By _____
ROUND TOP DEVELOPMENT CORPORATION

HH Harry F. Haas
Harry F. Haas

Sworn to before me this
14th day of SEPT
1955.

Amack
Notary Public

(SEAL)

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

Department of Law
 Stat of New York
 2 World Trade Center
 New York, NY 10047

Att: Real Estate Financing Bureau

re: Glenwood at Round Top Home Owners Association

We are the Sponsor and the principals of Sponsor of the Home Owners Association Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 22 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan for the Home Owners Association does, and that documents submitted hereafter by us which amend or supplement the Offering Plan for the Home Owners Association will:

- (i) set forth the detailed terms of the transaction and be complete, current and accurate;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgement;
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer was made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

We certify that the roads and/or sewer lines, and/or water lines, when constructed, will be in accordance with legal government specifications. After completion of such amenities and before conveyance of the Common Property to the Homeowners Association, the Plan will be amended to include a certification by an engineer or architect stating that the roads and/or sewage system and/or water lines have, in fact, been constructed in accordance with local government specifications for public roads and indicating the date of completion. In the alternative, and/or if the construction of the road and/or sewers and/or water lines has not been completed prior to conveyance to the Homeowners Association, a bond will be posted, funds will be escrowed, or other adequate security will be provided in an amount to be determined by an engineer licensed to practice as a professional engineer in the jurisdiction where the Homeowners Association is located which amount shall not be less than the amount required to complete construction to the required specifications.

By _____
ROUND TOP DEVELOPMENT CORPORATION

Robert Ludwig
Robert Ludwig

STATE OF N.Y.
COUNTY SUFFOLK
I SWORN TO ME THIS DATE
OCT. 15, 1981

JOHN E. PALM
NOTARY PUBLIC, State of New York
No. 52-8261025
Qualified in Suffolk County
Commission Expires March 20, 1982

Sworn to before me this

John E. Palm
JOHN E. PALM

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

Department of Law
 Stat of New York
 2 World Trade Center
 New York, NY 10047

Att: Real Estate Financing Bureau

re: Glenwood at Round Top Home Owners Association

We are the Sponsor and the principals of Sponsor of the Home Owners Association Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 22 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan for the Home Owners Association does, and that documents submitted hereafter by us which amend or supplement the Offering Plan for the Home Owners Association will:

- (i) set forth the detailed terms of the transaction and be complete, current and accurate;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgement;
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer was made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

We certify that the roads and/or sewer lines, and/or water lines, when constructed, will be in accordance with legal government specifications. After completion of such amenities and before conveyance of the Common Property to the Homeowners Association, the Plan will be amended to include a certification by an engineer or architect stating that the roads and/or sewage system and/or water lines have, in fact, been constructed in accordance with local government specifications for public roads and indicating the date of completion. In the alternative, and/or if the construction of the road and/or sewers and/or water lines has not been completed prior to conveyance to the Homeowners Association, a bond will be posted, funds will be escrowed, or other adequate security will be provided in an amount to be determined by an engineer licensed to practice as a professional engineer in the jurisdiction where the Homeowners Association is located which amount shall not be less than the amount required to complete construction to the required specifications.

By James D. Willey Secretary/Treasurer
ROUND TOP DEVELOPMENT CORPORATION

Joseph A. D'Agrosa
Joseph A. D'Agrosa

James D. Willey
James D. Willey

Mary D'Agrosa
Mary D'Agrosa

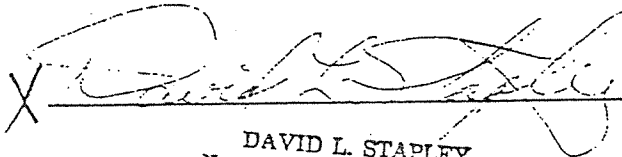
Sworn to before me this
____ day of _____
1987.

Notary Public

DAVID L. STAPLEY
Notary Public, State of New York
Qualified in Albany County 8-7
Commission Expires March 31, 1988

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

On the 18 day of SEPT, 1985, before me personally came MARY D'AGROSA, to me known and known to me to be the individual described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

X 

DAVID L. STAPLEY
Notary Public, State of New York
Qualified in Albany County
Commission Expires March 30, 1987



WIEDERSUM ASSOCIATES, PC
ARCHITECTURE · ENGINEERING · PLANNING

200 MOTOR PARKWAY, SUITE C-14 · HAUPPAUGE, NEW YORK 11788 · TELEPHONE 516-434-7900

September 19, 1985

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

RE: GLENWOOD AT ROUND TOP HOME OWNERS ASSOCIATION, INC.
c/o Gunnigle, Johnson, P.C.
Main Street & Reeves Road
Port Jefferson, New York 11777

Dear Sirs:

The Sponsors of the captioned Offering Plan for a Homeowner's Association retained our firm to prepare a report describing the property when constructed. We have prepared the plot plan and the site plan, each dated August 12, 1985 and prepared the said Report, a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 22 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for the certification. I certify the Report does:

- (i) set forth in narrative form the significant elements of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;
- (ii) in our opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we have examined;

Department of Law

-2-

September 19, 1985

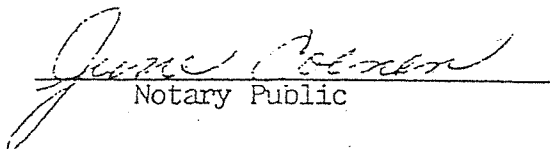
- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact.
- (v) does not contain any fraud, deception, concealment or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by the Sponsor and that our compensation for preparing this Report is not contingent on the profitability or price of the Offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

WIEDERSUM ASSOCIATES, P.C.

by: 
Richard C. Wiedersum

Sworn to before me this
19th day of September, 1985


Notary Public

JUNE COENEN
NOTARY PUBLIC, State of New York
No. 4813126
Qualified in Suffolk County
Commission Expires March 30, 1987



WIEDERSUM ASSOCIATES, PC
ARCHITECTURE · ENGINEERING · PLANNING

200 MOTOR PARKWAY, SUITE C-14 · HAUPPAUGE, NEW YORK 11788 · TELEPHONE 516-434-7900

October 30, 1985

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

RE: Glenwood at Roundtop Homeowners Association, Inc.
c/o Gunnigle, Johnson, P.C.
Main Street & Reeves Road
Port Jefferson, New York 11777

Dear Sirs:

The Sponsors of the captioned Offering Plan for a Homeowners Association retained me to prepare a report for rehabilitation of an existing building on the property site.

We visually inspected the property on October 25, 1985, examined the building plans and specifications that were prepared by Ralph Brescia, Lic. # 13078, dated May 8, 1984, and prepared the Report dated October 25, 1985, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 22 insofar as they are applicable to this report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made. We certify the Report does:

(1) set forth in narrative form elements of the rehabilitated building as it will exist upon completion of construction, and having inspected the completed construction, I certify that construction is in accordance with the plans and specifications prepared by Ralph Brescia;

(2) in my opinion, affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the property as it exists upon completion of construction.

(3) does not omit any material fact;

(4) does not contain any untrue representation of a material fact;

Department of Law
State of New York

-2-

October 30, 1985

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

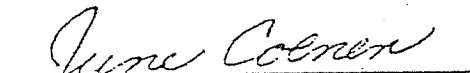
(6) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

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

I further certify that I am not owned or controlled by the Sponsor and that our compensation for preparing this report is not contingent on the profitability or price of the Offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.


Richard C. Wiedersum

Sworn to before me this
30th day of October , 1985.


Notary Public

JUNE COENEN
NOTARY PUBLIC, State of New York
No. 4813126
Qualified in Suffolk County
Commission Expires March 30, 19...⁸⁶

FIELD INSPECTION REPORT

RE: WA #8437 - GLENWOOD HOMEOWNER'S ASSOCIATION

DATE: OCTOBER 25, 1985

The completed three (3) unit former resort building was inspected to determine its 'as built' condition in relation to the plans prepared by Ralph Brescia, Architect, dated May 8, 1984. Only two (2) discrepancies were found - (1) the omission of window seats at the bedroom windows and (2) addition of an extra door to the center unit bathroom. A description of the building's condition, as determined by visual inspection and conversation with the builder, Dick Shippee, follows:

The renovated resort building contains three (3) one-bedroom units, one (1) unit of 595 s.f., and two (2) end units at 638 s.f. This building was filed with the Town of Cairo Building Department, Permit No. 1354. A Certificate of Occupancy was issued on May 28, 1985. Located on a sloping knoll, this one-story building has first floor set at 3'-6" above grade in the front, 1'-6" in the rear. Beneath the floor is a crawl space, accessible through a hatch at the east wall.

Construction of the unit is wood frame, N.Y.S. classification 5b. The exterior walls are diagonal cedar siding over 1" insulated board onto the existing wood framing. The walls are filled with 4" of fiber batt insulation, covered with 1/2" sheetrock at the interior. Together with the siding and insulated board, this creates an R value of 19 for the exterior walls. The structure rests on an existing concrete block foundation wall.

All new and replacement windows are Anderson Vinyl Clad "Perma-Shield" casement windows, with hand operated cranks, double insulated glazing. Each unit has an exterior wood deck area of 170 s.f. minimum. The deck is comprised of 5/4 X 6 bullnosed decking over 2 X 8 joists. Rails are 2 X 4, attached to 4 X 4 posts, with a 5/4 X 6 top rail. All wood used is pressure treated lumber. Entry to these decks is from "perma-shield" vinyl class sliding glass doors. Access to the unit is through a metal clad insulated door, set in a wood frame.

The roofing covering for this building is new fiberglass 235 wt. shingles, and 15 lbs. felt laid over the existing 5/8" plywood roof decking. The existing shingles were removed. 6" fiber batt insulation was installed beneath the gabled roof. The roof shingles carry a 20-year material guarantee.

Aluminum gutter and downspouts were provided along the entire length of the entry facade. Velux skylights approximately 20" X 36" were installed in the ceiling of each unit's toilet.

Interior doors are birch veneer hollow core wood, set in wood frames. Closet doors are bifold pine louvered doors set in wood frames. These doors meet all state and local code requirements for size and safety.

J.S.

John Smits

JS/ss

WE'LL Manage, Inc.

59-9 CENTRAL AVENUE, FARMINGDALE, N.Y. 11735 (516) 420-0040
CERTIFICATION OF ADEQUACY OF SCHEDULE A-1
PURSUANT TO 13 NYCRR 22.4 (e)

Date: September 3, 1985

Department of Law
Two World Trade Center
New York NY 10047

RE: GLENWOOD AT ROUNDTOP
HOMEOWNERS ASSOCIATION, INC.
(6 units)

Gentlepeople:

This organization has been retained by the sponsor to review Schedule A, which contains income and expense projections for the first year of operation of the homeowner's association. Our opinion is based on our review of the plans submitted to us by the sponsor, and our experience and expertise in the business of homeowner association management since 1980. This writer has experience in the management of homeowner's associations since 1972.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in part 22 insofar as they are applicable to Schedule A.

We have received the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential property.

We certify that the projections in Schedule A appear reasonable and adequate under existing circumstances, and the projected income will be sufficient to meet the anticipated operating expenses for the projected first year of operation as a homeowners association.

We certify that the Schedule:

- (i) sets forth in detail the terms of the transaction as it relates to the Schedule and is complete, current and accurate;
- (ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgement concerning the first year of operation as a homeowners association;

WE'LL Manage, Inc.

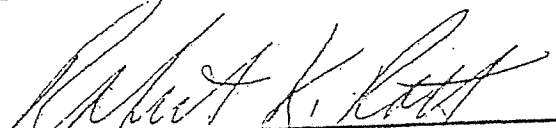
- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of material fact;
- (v) does not contain any fraud, deception, concealment, or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have the knowledge concerning the representations or statements made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law of Penal Law.

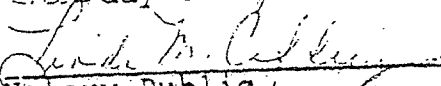
Very truly yours,

WE'LL MANAGE, INC.
Name of Firm

BY: 
Signature of Individual

PRESIDENT
Title or position

Sworn to before me this
3rd day of September 1985


Notary Public

LINDA M. CAFFREY
NOTARY PUBLIC, State of New York
No. 4837106
Qualified in Suffolk County
Term Expires March 30, 1987

WE'LL Manage, Inc.

555 BROADHOLLOW ROAD, MELVILLE, N.Y. 11747 (516) 420-0040

September 3, 1985

Mr. Ed Gunnigle, Attorney
Glenwood at Roundtop Homeowners Association, Inc.
Main Street & Reeves Road
Port Jefferson, New York 11777

Subject: Estimate of Budgetary Expenses

Dear Sir:

This office has reviewed the plans and specifications of the Glenwood at Roundtop Homeowners Association, Inc., and based on our review we anticipate the following:

- a) Repairs and Maintenance - \$500.00 (23 units)
\$250.00 (6 units)

Based on our experience, repair and maintenance for the exterior including minor roof repairs and fascia repairs, and minor regrading or adding of stones to gravel roadbed.

- b) Supplies and Office Equipment - \$150.00 (23 units)
\$ 50.00 (6 units)

Based on our experience office postage, stationery and miscellaneous clerical duties would amount to this amount.

- c) Contingency, Petty Cash - \$500.00 (23 units)
\$300.00 (6 units)

Based on our experience, we anticipate the possibility that additional unbudgeted and unanticipated expenses during the first year of completed operations should not exceed this amount.

- d) Refuse Removal - \$1,800.00 (23 units)
\$ 500.00 (6 units)

Based on our experience removal of residential trash from a container on the common area with two pick ups per week.

We understand that our estimate will be included in the offering plan and will be relied upon by purchasers when making their decision to purchase. We agree to the use of our estimate for this purpose.

Very truly yours,
WE'LL MANAGE, INC.

Robert K. Roth
Robert K. Roth

RKR/lc

94
JOHN D. RUSACK, P.C.

CONSULTING



ENGINEERS

285 main street
catskill, new york
12414 u. s. a.
(518) 943-3073

September 16, 1985

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

Re: Glenwood at Round Top Homeowners Association, Inc.
c/o Gunnigle, Johnson, P.C.
Main Street and Reeves Road
Port Jefferson, New York 11777

Dear Sirs:

The sponsors of the captioned Offering Plan for a Homeowner's Association retained this firm to prepare a report describing the water, sewer, storm drain, and soil information on the subject property.

I have prepared the Report dated June 24, 1985, a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 22 insofar as they are applicable to this Report.

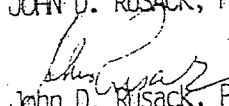
I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for the certification. I certify that the Report:

- (i) does set forth in narrative form the significant elements of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;
- (ii) does in our opinion afford potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we have examined;
- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment, or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where we (a) knew the truth, (b) with reasonable effort could have known the truth, (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representation or statement made.

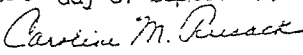
I further certify that I am not owned or controlled by the Sponsor and that our compensation for preparing this Report is not contingent on the profitability or price of the Offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Very truly yours,

JOHN D. RUSACK, P.C.


John D. Rusack, P.E.
President

Sworn to before me this
16th day of September, 1985



Notary Public
CAROLINE M. RUSACK
Notary Public, State of New York
Qualified in Greene County

WE'LL Manage, Inc.

555 BROADHOLLOW ROAD, MELVILLE, N.Y. 11747 (516) 420-0040

September 3, 1985

Mr. Ed Gunnigle, Attorney
Glenwood at Roundtop Homeowners Association, Inc.
Main Street & Reeves Road
Port Jefferson, New York 11777

Subject: Proposal to provide services to Glenwood at Roundtop
Homeowners Association, Inc.

Dear Sir:

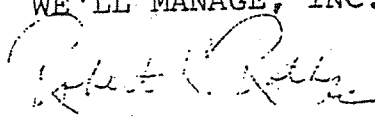
This office is preapred to provide the following
serivces to the subject homeowners association at the rate
indicated:

- a) Management Services - \$5,520.00 (23 units)
\$1,440.00 (6 units)
- b) Landscape Maintenance Services - \$7,000.00 (23 units)
\$2,000.00 (6 units)
- c) Snow Clearing Services - \$2,000.00 (23 units)
\$1,000.00 (6 units)

We have enclosed herewith a proposed contract for providing
these services to your homeowners association and its unitowners.

We understand that estimates based on our proposal will be
included in the offering plan and will be relied upon by purchasers
when making their decision to purchase. We agree to the use of
our estimate for this purpose.

Very truly yours,
WE'LL MANAGE, INC.


Robert K. Roth

RKR/lc

WE'LL Manage, Inc.

555 BROADHOLLOW ROAD, MELVILLE, N.Y. 11747 (516) 420-0040

September 3, 1985

Mr. Ed Gunnigle, Attorney
Glenwood at Roundtop Homeowners Association, Inc.
Main Street & Reeves Road
Port Jefferson, N.Y. 11777
Subject: Glenwood at Roundtop Homeowners Association, Inc.

Dear Sir:

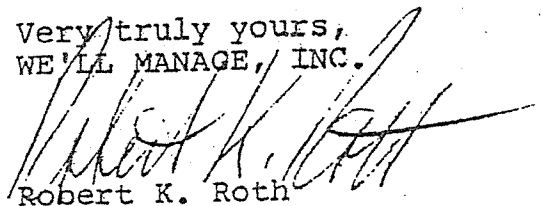
The following is a list of the current clients of WE'LL MANAGE, INC., which we understand will be disclosed in the offering plan to substantiate the experience of the managing agent:

Sunrise Village Homeowners Association, Inc.
Southampton Commons Homeowners Association, Inc.
Captain's Walk at West Bayshore Homeowners Association
Huntington Country Life Homeowners Association, Inc.
Harbour Villas Association, Inc.
Lakeridge Homeowners Association, Inc.
Southridge Homeowners Association, Inc.
Awixa Creek Homeowners Association, Inc.

Robert K. Roth, President and principal stockholder of WE'LL MANAGE, INC. has managed condominiums and homeowners associations of Long Island since 1972. He has served six years as a member of the Board of Managers of Windbrooke Condominium, Islip, New York, a 308 unit condominium in which he formerly resided.

In addition, he is a licensed Real Estate Broker, a licensed Insurance Broker and a certified pesticide applicator. He has lectured on advanced Real Estate Concepts at S.U.N.Y. Stonybrook, and was a Director of the Condominium Council of Long Island for two years.

Very truly yours,
WE'LL MANAGE, INC.



Robert K. Roth

RKR/lc

WE'LL Manage, Inc.

555 BROADHOLLOW ROAD, MELVILLE, N.Y. 11747 (516) 420-0040

September 3, 1985

Mr. Ed Gunnigle, Attorney
Glenwood at Roundtop Homeowners Association, Inc.
Main Street & Reeves Road
Port Jefferson, New York 11777

Subject: Estimate of Budgetary Expenses

Dear Sir:

This office has reviewed the plans and specifications of the Glenwood at Roundtop Homeowners Association, Inc., and based on our review we anticipate the following:

- a) Repairs and Maintenance - \$500.00 (23 units)
\$250.00 (6 units)

Based on our experience, repair and maintenance for the exterior including minor roof repairs and fascia repairs, and minor regrading or adding of stones to gravel roadbed.

- b) Supplies and Office Equipment - \$150.00 (23 units)
\$ 50.00 (6 units)

Based on our experience office postage, stationery and miscellaneous clerical duties would amount to this amount.

- c) Contingency, Petty Cash - \$500.00 (23 units)
\$300.00 (6 units)

Based on our experience, we anticipate the possibility that additional unbudgeted and unanticipated expenses during the first year of completed operations should not exceed this amount.

- d) Refuse Removal - \$1,800.00 (23 units)
\$ 500.00 (6 units)

Based on our experience removal of residential trash from a container on the common area with two pick ups per week.

We understand that our estimate will be included in the offering plan and will be relied upon by purchasers when making their decision to purchase. We agree to the use of our estimate for this purpose.

Very truly yours,
WE'LL MANAGE, INC.

Robert K. Roth

Robert K. Roth

RKR/lc

MANAGEMENT AGREEMENT

This Agreement made this _____ day of _____ 1985 between the BOARD OF DIRECTORS of a twenty-three unit Homeowners Association formed pursuant to the Not for Profit Corporation Law of the State of New York and known as THE GLENWOOD HOMEOWNERS ASSOCIATION, INC. Round Top, New York (hereinafter referred to as the "ASSOCIATION") and WE'LL MANAGE WEST, INC., Melville, New York, a corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "MANAGING AGENT").

W I T N E S S E T H

The parties hereto mutually agree as follows:

FIRST: This management agreement shall commence on the first day of _____ 1986.

SECOND: The ASSOCIATION hereby appoints the MANAGING AGENT and the MANAGING AGENT hereby accepts appointment as such upon the terms and conditions hereinafter provided, as exclusive MANAGING AGENT of the property of the ASSOCIATION located at Round Top, New York.

THIRD: The MANAGING AGENT shall perform the following services:

- 1) bill and collect common charges,
- 2) prepare budgets,
- 3) cash flow analysis and long range planning,
- 4) bookkeeping,
- 5) records keeping,
- 6) generate contract specifications,
- 7) negotiation of contracts,

- ... maintenance activities,
- 9) plan and organize membership meetings,
 - 10) channel customer service inquiries to the sponsor,
 - 11) channel routine maintenance requests,
 - 12) generally perform the duties of a MANAGING AGENT of a Association,
 - 13) cut grass lawns weekly from April 1, through November 1, each year,
 - 14) edge grass/concrete borders monthly from April 1, through November 1, each year,
 - 15) trim grass/turf monthly from April 1, through November 1, each year,
 - 16) fertilize cultivated areas with 10-6-4 fertilizer on or about April 15, June 30, and September 30, each year,
 - 17) seed bare spots of grass area with Farmingdale seed mixture on or about April 15 and October 15, up to a maximum of two hundred pounds of seed per year,
 - 18) clear cultivated areas of dead plants and debris on or about April 1, and November 1, each year,
 - 19) weed planting beds once every three weeks from April 1 through November 1, each year,
 - 20) trim bushes and shrubs during June, October: each year,
 - 21) clear snow from roadways, sidewalks and unoccupied parking stalls, beginning when snowfall has reached a depth of two inches as officially measured, between November 1, and April 1, each year,
 - 22) collect and remove litter from the common grounds weekly,

FOURTH: The BOARD OF DIRECTORS hereby authorizes the MANAGING AGENT to perform any act or do anything necessary or desirable to carry out the MANAGING AGENT'S agreement contained in Article "THIRD" hereof and everything done by the MANAGING AGENT under the provisions of said Article "THIRD" shall be done as MANAGING AGENT of the ASSOCIATION and the BOARD OF DIRECTORS, and all obligations and expenses incurred thereunder shall be for the account on behalf of and at the expense of the ASSOCIATION and its BOARD OF DIRECTORS.

FIFTH: The BOARD of DIRECTORS and the ASSOCIATION shall name the MANAGING AGENT as insured with respect to all liability insurance coverages purchased on behalf of the ASSOCIATION in connection with any damage or injury whatever to persons or property arising out of the use, management, maintenance or control of the Property.

SIXTH: The ASSOCIATION and the BOARD OF DIRECTORS shall pay the MANAGING AGENT as compensation for its services hereunder the sum of THIRTEEN THOUSAND AND TWENTY DOLLARS (\$13,020) per annum payable in monthly installments of ONE THOUSAND EIGHTY FIVE DOLLARS (1,085) on the first day of each month, commencing with the closing of title to the first home.

SEVENTH: The MANAGING AGENT shall have full authority to enter into all contracts on behalf of the BOARD OF DIRECTORS necessary to carry out the affairs of the ASSOCIATION. However, in the event any contract shall obligate the ASSOCIATION for an expenditure in excess of ONE THOUSAND DOLLARS (\$1,000) such contract shall not be entered into without written approval of the BOARD OF DIRECTORS.

GLENWOOD HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

The use of a unit by a member or other occupant shall be subject to the By-Laws and Rules and Regulations of the Board of Directors as follows:

1. The unit and area restricted to the member's use shall be maintained in good repair and overall appearance.
2. Any member who mortgages his unit shall notify the Board of Directors and Management providing the name, address and phone number of the mortgagee. Before a unit can be sold, the following information must be submitted to the Board of Directors and Management for review and approval.
 1. Application with three references other than family
 2. Credit report and background check
 3. A copy of the Declaration and By-Laws must be provided to the prospective new owner for review and agreement to abide by such.

Approval will not be unreasonably withheld and it is meant to be non-discriminatory. Occupancy by new owners is limited to a maximum of two persons in a one bedroom unit and four persons in a unit with two or more bedrooms. Practical issues such as pregnancy giving rise to additional occupants will be taken into consideration.

3. The Board of Directors shall, at the request of the mortgagee or the unit, report any delinquent assessments due from the owner of such unit.
4. Nuisances shall not be allowed upon the property, nor shall any use or practice be allowed which is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents.
5. No improper, offensive, or unlawful use shall be made of the property or any part thereof and all valid laws, zoning ordinances, the regulations of all governmental bodies having jurisdiction thereof, shall be observed.
6. Regulations promulgated by the Board of Directors concerning the use of property shall be observed by the members and/or occupants. Copies of such regulations are furnished to each member upon request. Updates and changes will be distributed as they become available.
7. The maintenance assessments shall be paid when due. All fees must be received by the 10th of the month due or a late fee will be charged. A ten (\$10.00) dollar fee will be charged the first month. The second month an additional thirty dollar (\$30.00) fee will be assessed. The third month a fifty (\$50.00) fee will be charged to the outstanding balance. Legal resolution in the form of liens/foreclosure against a unit will be pursued against any unit in arrears three months or more. Any legal fees will be the responsibility of the unit owner.

8. Each unit shall be allowed no more than a total of two (2) pets. The limit pertains to both dogs and cats. All dogs must be leashed and shall not be permitted to run loose. If an owner is unable to walk their dog, the pet may be tethered to their back deck until they are finished doing their business. The tether should not exceed thirty feet in length. Regardless, whether walking or tethering the dog, Owners shall be responsible for disposing of their pet's waste and any damages caused by their pets. Violation of the above will result in a letter of warning for the first offense followed by a fine of \$50.00, \$100.00, and \$200.00 for additional warnings. Unpaid fines will result in legal resolution in the form of liens/foreclosure against the unit. Any legal fees incurred will be the responsibility of the unit's owner(s).
9. Residents shall not post any advertisement or posters of any kind in or around the properties, except as authorized by the Board of Directors.
10. Exterior alterations shall not be allowed without the prior written consent of the Board of Directors. Plans for any exterior alterations must be submitted in writing to the Board of Directors for approval. This includes air conditioners, heating systems, etc. No outer buildings or sheds of any kind shall be allowed. Failure to obtain Board approval will result in the removal of the exterior structure or alteration at the owner's expense.
11. No television antenna or satellite disc or any other type of receiving or transmitting structure shall be erected on the exterior of units or on any lot without the prior written approval by the Board.
12. No homeowner/occupant shall move, remove, add or otherwise change the landscaping on the common areas.
13. No homeowner/occupant shall paint the exterior surface of windows, walls, or doors opening out of the unit.
14. No vehicle shall be parked or otherwise obstruct any resident's use of ingress or egress to any parking space nor may any vehicle be parked on the roadways when parking would obstruct access by emergency or service vehicles. Parking on grass is prohibited. Each unit has been assigned one parking space. Each unit shall be allowed no more than two (2) vehicles. Additional vehicles must be removed from the property. Unregistered vehicles are not permitted at any time. Second vehicles and visitors are to park in the designated visitor's parking spaces only.
15. No repair of Vehicles shall be made in any of the roadways, driveways, or parking areas nor shall such areas be used for storage parking of any boat, trailer, camper, bus, truck or commercial vehicle without the written permission of the Board of Directors.
16. No resident shall make or permit any disturbing noises in any building or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other residents.
17. Homes may be used for residential purposes only.
18. The common area shall not be obstructed, littered, defaced, or misused in any manner.

19. Each owner shall be liable for any and all damages to the common area and the property of the Association, which shall be caused by said owner or such other person for whose conduct he is legally responsible.

20. No interior alterations to a unit are permitted which would impair the structural soundness of any party walls, reduce the levels of fire safety in neighboring homes, or diminish the heat and sound insulation between units.

21. It is prohibited to hang garments, rugs, etc., or to string clothes lines on any portion of the units, lot or common area which can be seen from any portion of the Common Area.

22. Vehicles must be moved as needed for snow removal. Once driveway and parking spaces have been cleared from one section, vehicles must be moved to those areas so remaining spaces can be plowed. Additional plowing costs due to owner(s) failure to comply will be charged to said owner(s).

23. Ashes from fire places are not to be dumped in front or rear of buildings as this is a fire hazard. Arrangements have been made so ashes can be placed in a five gallon drum by the dumpster. Fireplace chimneys should be inspected and/or cleaned annually.

24. Before a unit can be rented the following information must be submitted to Management for review and approval:

1. Application with three references other than family
2. Credit report and background check
3. A copy of the Rules and Regulations must be provided to the prospective tenant. The tenant should read and sign an agreement to abide by the Rules and Regulations.

Occupancy is limited to a maximum of two (2) people in a one bedroom unit and four (4) people in a two or more bedroom unit. Failure to follow the above procedure could result in eviction of tenant at landlord's expense. Approval by Management will not be unreasonably withheld. It is being required to assist landlords in obtaining creditworthy responsible tenants and is meant to be non-discriminatory.

25. Any maintenance or other concerns must be brought to the attention of Management as soon as possible. Individual owners/occupants are NOT to tell service people what to do. So as to avoid any confusion, problems and/or suggestions should be directed to Management (Ray Pacifico).

26. Kerosene heaters are prohibited in any unit, as per insurance regulations. Those found in violation are subject to possible legal prosecution should fire result from using such a heater.

27. Toys and other personal items are not to be left lying on common areas. Items left unattended will be disposed of. The use of kiddie or other swimming pools is prohibited on the premises. These cause a potential legal or insurance concern.

GLENWOOD H.O.A., INC.
P.O. BOX 777
CAIRO, NY 12413
(518)-622-3214

November 27, 2009

RAY - I HAVE INCORPORATED THESE CHANGES
IN THIS COPY OF THE DECLARATIONS ON
PAGES AS CIRCLED BELOW.

Dear Homeowner:

MARLINA

On Wednesday November 18, 2009 the ballots were opened and tallied. With Ray Pacifico as witness, Richard Kuebfer (unit 3) and Holly Wanek (unit 21) opened all envelopes. The ballots were separated from the envelopes and further mixed up before being opened to assure each voter's privacy. A total of 22 homeowners voted.

On the Proposed Amendment to Article VI of the By-Laws the vote was 19 for and 3 against so the amendment has passed and will be incorporated into the By-Laws as follows: (amendment wording in bold type)

Article VI: Membership and Voting Rights

pages 50-51

Section 1. Membership. The Association shall have one class of membership interest as follows:

The owner of each Home (or "lot" in the event no home is constructed on such lot) on the Properties shall be a member whether such ownership is joint, in common or tenancy by the entirety. Each member is entitled to one vote. When more than one person or entirety holds such interest in any Home, the one vote (*subject to the provisions of Section 2 hereinafter*) attributable to such Home shall be exercised as such persons mutually determine but with the exception of cumulative voting employed in the elections of Directors, not more than one vote may be cast with respect to any such Home. No member shall split or divide its votes on any motion, resolution or ballot other than in the cumulative voting procedure employed in the election of Directors.

Section 2. Pursuant to Article XII Amendments of the By-Laws of the Glenwood at Round Top Homeowners' Association, Inc. owners of more than two (2) Homes (or "lots" in the event no home is constructed on such lot) on the Properties shall be limited to not more than two (2) votes for all issues except for cumulative voting used in the election of Directors. Further, cumulative voting rights of an owner of more than two (2) Properties shall not exceed the total allowed to two (2) Properties. For example, if three Directors are to be elected, then the cumulative voting rights of an owner of more than two (2) Properties may not exceed six (6) such votes.

On the proposed Amendment to Article XIII of the By-Laws of Glenwood at Round Top Homeowners Association, Inc. the vote was 21 for and 1 against so the amendment has passed and will be incorporated into the By-Laws as follows: (amendment wording in bold type)

Article XIII. Selling, Leasing and Gift of Homes.

PAGE 59

Section 1. Selling and Leasing Homes. Any home may be conveyed by a member free of any restrictions except that no member shall convey, mortgage, pledge, hypothecate or sell his home unless and until all unpaid Association expenses assessed against the home shall have been paid out of the proceeds from the sale of a home, or by the Grantee. Any sale or lease of a home or unit in violation of

this section shall be voidable at the election of the Board of Directors. Upon the written request of a member or his mortgagee, the Board or its designee shall furnish a written statement of the unpaid charges due from such member which shall be conclusive evidence of the payment of amounts assessed prior to the date for the issuance of such statements. *Members may lease any home subject to the rules and regulations promulgated by the Board of Directors regarding the use and occupancy of the home in order to promote the overall welfare of the Association.*

In addition, the following proposal will be incorporated as ~~Rule 24 of the Glenwood at Round Top Homeowners' Association Rules and Regulations.~~ *Pages 39-41*

- A. Homeowners shall inform management prior to renting a unit, and provide the name, address and telephone number of tenant. Upon receiving notice of rental from homeowner, management shall also be provided with the following:
 - 1. Rental application completed by tenant, accompanied by three(3) disinterested non-family references (management can provide application forms to landlords);
 - 2. Agreement executed by the prospective tenant clearly indicating his or her consent to abide by the Rules and Regulations.
- B. Upon provision of the foregoing, approval shall be required from management before tenancy shall commence, but it is understood that such approval shall not be unreasonably withheld. No tenancy shall be declined based on race, age, gender or other discriminatory practice.
- C. Under any prospective tenancy occupancy shall be limited to a maximum of two (2) persons in a one bedroom unit and four (4) in a unit with two or more bedrooms. Failure to observe these occupancy rental procedures may result in eviction of the tenant at landlord's expense.

We are pleased that 22 of the 23 homeowners voted and would like to thank you all for taking the time to vote on these important issues. As always, if you have any questions please contact Ray Pacifico at the above address/phone number. Our next voting will be for the 2010 Board of Directors. These ballots will be sent in a separate mailing within the next two weeks.

Regards to all,

Marlina Eberle
Cc: Raymond F. Pacifico