

BY-LAWS
OF
FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Corporation is FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Association shall be located at 1202 Troy Schenectady Road, Town of Colonie, County of Albany, and State of New York, but meetings of members and directors may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns.

Section 2. "Corporation" shall mean and refer to THE LUTHER FOREST COMMUNITY ASSOCIATION, INC.

Section 3. "Declarant" shall mean and refer to THE LUTHER FOREST CORPORATION, its successors and assigns.

Section 4. "Declaration" shall mean and refer to such Declarations of Covenants, Conditions and Restrictions applicable to the residential Lots and Common Areas of the Property recorded in the Office of the Saratoga County Clerk, and any amendments duly made thereto.

Section 5. "Governing Documents" shall mean and refer to the Declaration, Certificate of Incorporation, By-Laws, all as filed and recorded, if required, and all as may be duly amended from time to time. In the event of conflict or inconsistency among the governing documents, the Declaration, and any Supplemental Declarations shall prevail over the Certificate, which shall prevail over the By-Laws.

Section 6. "Lot" shall mean and refer to those subdivided lands so designated as Lots as shown on certain maps entitled "The Luther Forest Residential Subdivision No. 2, Town of Malta, Saratoga Co.", (Loop No. 6, Sheet No. 1), made and drawn by Peter E. Kent, P.E.L.S., dated March 20, 1979 and last revised May 3, 1979, which map was filed in the Office of the Clerk of the County of Saratoga, State of New York on June 4, 1979 as Map L66A; and "The Luther Forest Residential Subdivision No. 3, Town of Malta, Saratoga Co.", (Loops 7, 8 & 9, Roads 5, 10 & 11, Sheets No. 1 through 5 both inclusive), made and drawn by Peter E. Kent, P.E.L.S., dated May 15, 1979 and last revised August 8, 1979, which maps are to be filed in the Office of the Clerk of the County of Saratoga, State of New York.

Section 7. "Members" shall mean and refer to those persons who are members of the Association and have rights and obligations with respect to the Association as provided in the Declaration and the Certificate of Incorporation.

Section 8. "Neighborhood Association" shall mean and refer to the FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns.

Section 9. "Neighborhood Common Areas" shall mean and refer to any real property including the improvements thereon, if any, owned by the Neighborhood Association for the common use of Owner and those delegated such use in The Luther Forest, designated as Common Areas, as shown on a map entitled "The Luther Forest Residential Subdivision No. 2 Town of Malta, Saratoga Co.", (Loop No. 6, Sheet No. 1), made and drawn by Peter E. Kent, P.E.L.S., dated March 20, 1979 and last revised May 3, 1979, which map was filed in the Office of the Clerk of the County of Saratoga, State of New York on June 4, 1979 as Map L66A; and maps entitled "The Luther Forest Residential Subdivision No. 3, Town of Malta, Saratoga Co. (Loops No. 7, 8 & 9, Roads No. 5, 10 & 11, Sheets No. 1 through 5 both inclusive), made and drawn by Peter E. Kent, P.E.L.S., dated May 15, 1979 and last revised August 8, 1979, which maps are to be filed in the Office of the Clerk of the County of Saratoga, State of New York; and intended to be deeded by the Declarant or its assigns to the Neighborhood Association on or before October 1, 1979.

Section 10. "Owner" shall mean and refer to the record Owner whether one or more persons or entities, of a fee simple title to any business or residential unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Properties" shall mean and refer to that certain real property hereinafter described in Appendix "A" and "B" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Residential Unit" shall be a single-family, multiple-family, attached or detached, or condominium unit.

Section 13. "Supplementary Declaration" shall mean and refer to a declaration of covenants, conditions and restrictions which may be recorded by the Declarant, which extends the provisions of this Declaration to additional areas.

Section 14. "The Luther Forest" shall mean such lands in the Towns of Malta and Stillwater, County of Saratoga, State of New York, which lands are further shown on two maps, both filed in the Office of the Clerk of the County of Saratoga, entitled "Luther Forest , Saratoga County, New York" dated January 1, 1952 as map DD 48, and the other being entitled "General Electric, Schenectady, New York" dated June 9, 1952 as map DD 49.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Neighborhood Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by any

two members of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A and B membership.

Section 3. Special Meeting on Transition. A special meeting of the membership must be called for the purpose of electing a new board of Directors when 151 lots (51%) in Residential Subdivision No. 2 and No. 3 have been sold or two (2) years from the date of conveyance of the first lot to an owner, whichever may occur first. Said meeting will take place pursuant to the notice provisions in Article III, Section 4 below, on which date all existing directorships shall expire. No director elected after transition shall have any financial connection whatever with the Declarant or his successors and who shall be free from undue domination or control of the Declarant.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such Notice, postage paid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Neighborhood Association, or supplied by such member to the Neighborhood Association for the purpose of Notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10)

of the total number of votes entitled to be cast shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his residential unit or business unit or property.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION/TERM OF OFFICE

Section 1. Number. The affairs of this Neighborhood Association shall be managed by a Board of five (5) directors, who need not be members of the Neighborhood Association.

Section 2. Term of Office. At the first annual meeting members shall elect two (2) directors for a term of three (3) years; two (2) directors for a term of two (2) years; and one (1) director for a term of one (1) year. At each annual meeting thereafter, the members shall fill the vacancies created by the expiration of the aforementioned terms of office. After the initial staggered terms of office expire, the term of office of each director shall be three (3) years. In no event shall the term of any director extend beyond the time set forth pursuant to Article III, Section 3 above.

Section 3. Removal. Any director may be removed from the Board, with cause, by a two-thirds (2/3rds) vote of the members of the Neighborhood Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Neighborhood Association in his capacity as a Director. However, and director may be reimbursed for his actual expenses incurred in the performance of his duties. Nothing herein contained shall be construed to preclude any director from serving the Neighborhood Association in any other capacity and receiving compensation therefor.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Neighborhood Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election of the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Neighborhood Common Areas and the personal conduct of the members and those delegated use of same under the Declaration and to establish penalties for infractions thereof;

(b) contract on behalf of the Neighborhood Association and manage the lands conveyed to the Neighborhood Association

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

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

(d) to engage managerial staff, independent contractor(s) or other employee(s) as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

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

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

(1) fix the amount of the annual assessments against each unit at least fifteen (15) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

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

(d) issue, or to cause an appropriate officer to issue

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

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

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

(g) cause the Neighborhood Common Areas and Trail System to be maintained;

(h) to contract for and pay for management services with The Luther Forest Community Association, and to recoup cost thereof.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice-President, who shall at times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Neighborhood Association shall be elected annually by the Board and each shall

hold office for one (1) year unless he shall sooner resign, or shall be removed, otherwise disqualified to serve, or his successor elected and installed.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Neighborhood Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the Board pursuant to these By-Laws. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all contracts, leases, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

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

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Neighborhood Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Neighborhood Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Neighborhood Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Neighborhood Association; keep proper books of account; cause an annual audit of the Neighborhood Association books to be made by

a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and send or deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out the purposes of the Neighborhood Association.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Neighborhood Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assess-

ment shall bear interest from the date of delinquency at the maximum rate permitted by New York State Law, and the Neighborhood Association may bring an action at law or equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fee of any such action shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his unit.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class C membership.

Section 2. In the event of conflict or inconsistency among the governing documents, the Declaration, and any Supplemental Declarations shall prevail over the Certificate, which shall prevail over the By-Laws.

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

WILLIAM R. MACKAY, CAROL LUTHER MACKAY, HERBERT B. SUNSHINE,
PHILIP M. JURAVEL, and BRUCE KIRKPATRICK, each being duly sworn,
deposes and says and each for himself and herself deposes and says:

That he and/or she is one of the persons described in and
who executed the foregoing Instrument.

That he and/or she is of full age, a citizen of the United
States and a resident of the State of New York.

WILLIAM R. MACKAY

CAROL LUTHER MACKAY

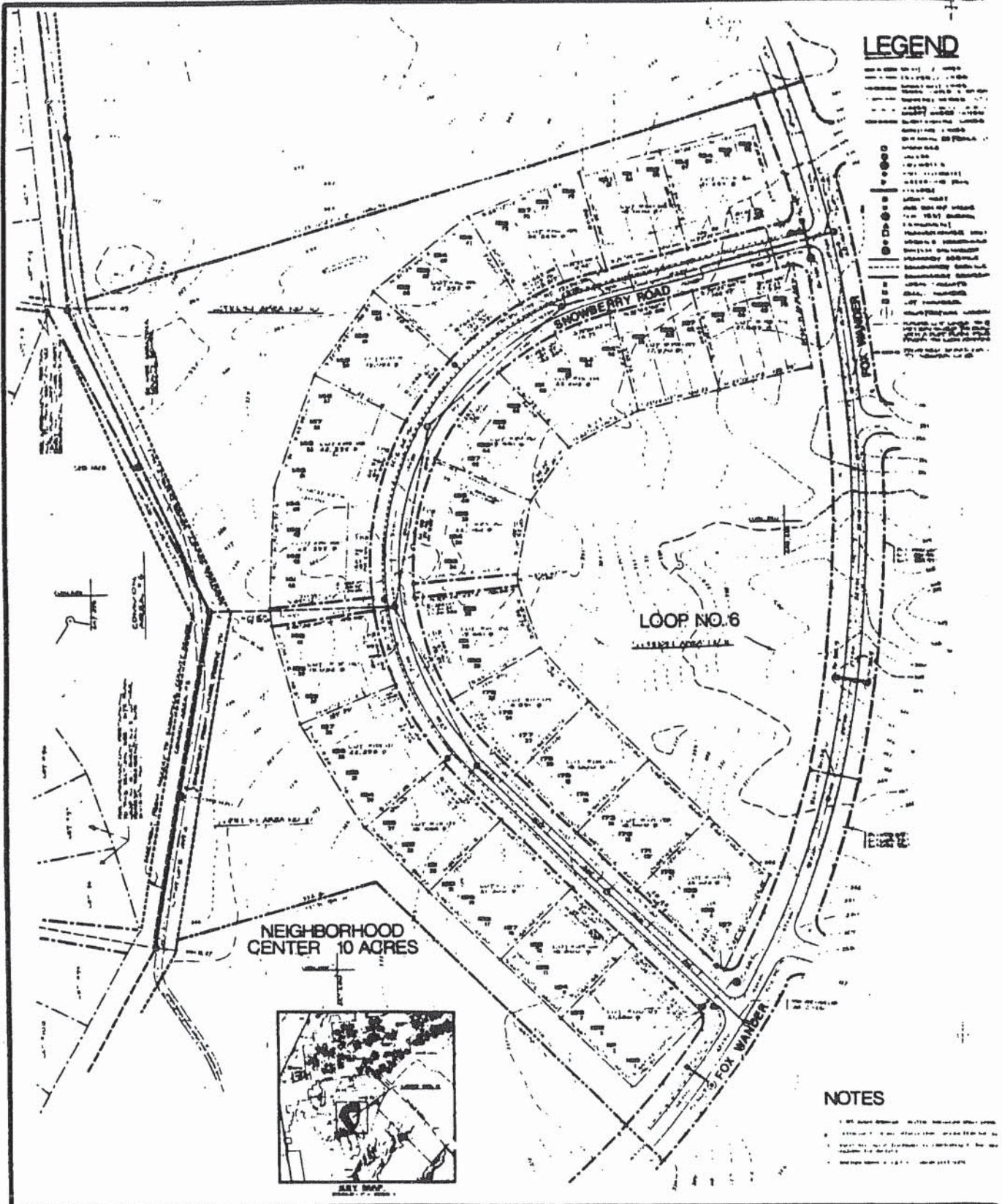
HERBERT B. SUNSHINE

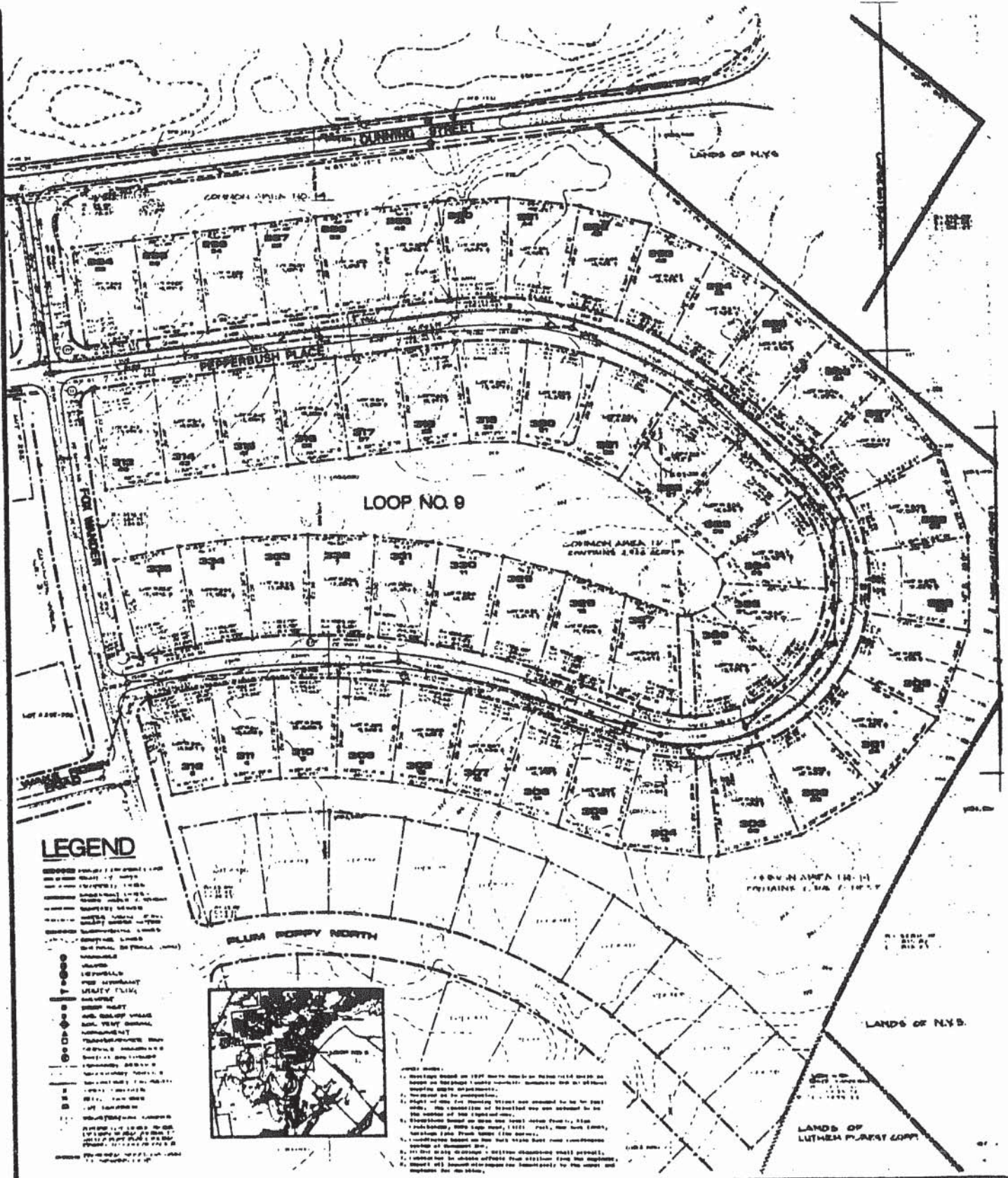
PHILIP M. JURAVEL

BRUCE KIRKPATRICK

Sworn to before me this
day of 1979.

Notary Public





LEGEND

- Proposed 10' wide utility easement
- Proposed 15' wide utility easement
- Proposed 20' wide utility easement
- Proposed 30' wide utility easement
- Proposed 40' wide utility easement
- Proposed 50' wide utility easement
- Proposed 60' wide utility easement
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- Proposed 980' wide utility easement
- Proposed 990' wide utility easement
- Proposed 1000' wide utility easement



NOTES:

1. This site plan was prepared in 1977 for the purpose of obtaining a preliminary plat for the subdivision of the above described property into lots and blocks.
2. The proposed subdivision is subject to the approval of the Town Board of Malta, New York.
3. The right of way for Dunning Street was assumed to be for 100 feet wide. The location of the proposed street was assumed to be the center of the right of way.
4. The proposed subdivision is subject to the approval of the Town Board of Malta, New York.
5. The proposed subdivision is subject to the approval of the Town Board of Malta, New York.
6. The proposed subdivision is subject to the approval of the Town Board of Malta, New York.
7. The proposed subdivision is subject to the approval of the Town Board of Malta, New York.
8. The proposed subdivision is subject to the approval of the Town Board of Malta, New York.
9. The proposed subdivision is subject to the approval of the Town Board of Malta, New York.
10. The proposed subdivision is subject to the approval of the Town Board of Malta, New York.

Peter E. Kent
Engineers
 11622 of Schoolhouse Road, Cambridge, NY 12816

DATE
 MAY 15, 1979

REVISIONS
 NO. WHEN MADE BY
 DATE AND BY WHOM
 CHECKED BY
 DRAWN BY
 SCALE 1" = 50'

the
Luther ForestTM
 RESIDENTIAL SUBDIVISION NO. 3
 TOWN OF MALTA,
 SARATOGA CO.

4
 SITE PLAN
 LOOP NO. 9

© Copyright 1979 by Peter E. Kent Engineers & Architects
 APPENDIX "B"

ROSEN-MICHAELS NEW HOME SALES DIVISION — Contract for Purchase and Sale of Real Estate

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING**

1. AGREEMENT:

The SELLER agrees to sell and the PURCHASER agrees to purchase the premises under all terms and conditions stated herein.

2. THE PREMISES:

The property being sold and purchased is described in Paragraph No. 15 of this contract.

3. WARRANTY DEED:

The SELLER shall convey the premises to the PURCHASER by WARRANTY DEED in proper form for recording, which deed shall include the covenant required by Subdivision "5" of Section 13 of the Lien Law. If the SELLER conveys in any trust capacity, the usual deed given in such cases shall be accepted. The said deed shall be prepared, duly signed by the SELLER, signature(s) acknowledged and have any transfer tax stamps in the proper amount affixed thereto, all at the SELLER's expense, so as to convey to the PURCHASER the fee simple of said premises free and clear of all liens and encumbrances, except as herein stated.

4. EXISTING CONDITIONS AND SURVEY EXPENSE:

The SELLER shall convey the premises subject to all covenants, conditions, restrictions and easements of record; zoning and environmental protection laws; and any state of facts which an inspection and/or accurate survey may show, provided that this does not render the title to the premises unmarketable. The required survey shall be ordered by SELLER, at PURCHASER's expense.

5. FHA OR VA MORTGAGE:

If the PURCHASER applies for an FHA Insured Mortgage or a VA Guaranteed Mortgage, it is expressly agreed that, notwithstanding any other provisions of this contract, the PURCHASER shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the SELLER has delivered to the PURCHASER a written statement issued by the Federal Housing Commissioner or the Veterans' Administration setting forth the appraised value of the property (excluding closing costs) of not less than \$..... which statement the SELLER hereby agrees to deliver to the PURCHASER promptly after such appraised value statement is made available to the SELLER. The PURCHASER shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner or the Veterans' Administration. Furthermore, the FHA appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The PURCHASER should satisfy himself/herself that the price and the condition of the property are acceptable.

6. DISCHARGE OF LIENS:

SELLER may pay and discharge any liens and encumbrances not provided for herein out of the monies paid by PURCHASER on the transfer of title.

7. CONSTRUCTION OF HOME AND IMPROVEMENTS TO THE LOT:

The home shall be constructed in accordance with plans and specifications to be submitted by SELLER to the bank where PURCHASER applies for a mortgage loan. Improvements to the lot shall be made in accordance with SELLER's "Landscaping Policy" for the site; PURCHASER has acknowledged receiving a copy of this policy.

8. PROPERTY INCLUDED IN SALE OF PREMISES:

If home is now built; plumbing, pumps, heating and lighting fixtures, range and built-in kitchen appliances all of which shall be in good working order at date of closing; built-in bathroom and kitchen cabinets, storm windows and screens, and shrubbery, if now in or on said premises, are hereby represented to be owned by the SELLER, free from all liens and encumbrances, and are included in the sale.

9. CONDITION OF PREMISES AND WARRANTY:

The building on the premises herein described, or to be completed thereon is hereby sold with a one-year warranty, and a conveyance thereof hereunder shall be made in its condition on the date of transfer of title, except that in case of any destruction within the meaning of the provisions of Section 5-1311 of the General Obligations Law of the State of New York entitled "Uniform Vendor and Purchaser Risk Act", said section shall apply to this Contract.

10. ADJUSTMENTS:

SELLER and PURCHASER, for purposes of the contract, agree that taxes are levied and imposed as hereinafter set forth and that taxes affecting the premises are to be apportioned as of the date of transfer of title on the following basis: taxes billed each January in the town in which said premises are located, cover the calendar year in advance; school taxes billed each September cover the twelve month fiscal period from the preceding July 1st to the subsequent June 30th; village taxes billed each June cover the twelve month fiscal period from the preceding June 1st to the subsequent May 31st; water rents and other charges not provided for herein, and all tax billings by municipalities not mentioned herein, shall be apportioned as of the date of transfer of title on the basis of the period covered as indicated by the appropriate bill. If the closing of title shall occur before the time when a tax is billed, the apportionment shall be upon the basis of the amount of the tax rate for the preceding year applied to the latest assessed valuation.

11. REAL ESTATE BROKER:

The PARTIES agree that ROSEN-MICHAELS REAL ESTATE, INC. and _____ brought about this sale and SELLER agrees to pay an amount equal to _____% of the selling price as commission to ROSEN-MICHAELS REAL ESTATE, INC.

12. DEPOSITS:

PURCHASER shall deposit with SELLER ten percent of the total purchase price, or PURCHASER's total down payment, if less than ten percent. The schedule of these deposit payments is set forth in Paragraph 16, below. SELLER shall hold any and all deposits made by PURCHASER until date of closing, date of proper cancellation of this contract, or by written mutual consent of the parties, whichever shall first occur.

13. ENTIRE AGREEMENT:

This contract contains all agreements of the parties hereto. There are no premises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

14. SELLER'S CONSTRUCTION MORTGAGE:

Because SELLER has obtained a construction mortgage for the said premises, then PURCHASER will assume said construction mortgage from SELLER's lending institution or from another lending institution to which it may be assigned. PURCHASER agrees to reimburse SELLER for the following fees advanced by SELLER in connection with the construction mortgage: Title Examination and Title Policy to insure the mortgage, attorneys' fees for drawing the mortgage instrument, New York State Mortgage Tax, and recording fees of the mortgage instruments. The amount of mortgage so assumed and reimbursed shall not exceed the amount of PURCHASER's permanent mortgage.

EXHIBIT IV