CONDOMINIUM OFFERING PLAN

CENTRAL SQUARE VILLAS

339 Pleasant View Drive Town of Lancaster, New York 14086 County of Erie

200 Individual Residential Units in 39 Separate Buildings

20 - 4 Unit Buildings

16 - 6 Unit Buildings

3 - 8 Unit Buildings

With Attached One- or Two-Car Garage per Unit

Total Amount of Offering: \$39,561,000.00

SPONSOR AND

THE MARRANO/MARC EQUITY CORPORATION

SELLING AGENT:

2730 Transit Road

West Seneca, New York 14224

Date of Acceptance for Filing: June 20, 2009. This Plan may not be used after June 19, 2010, unless extended by amendment.

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS.

THIS OFFERING PLAN IS THE ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL PRIOR TO SELLING OR OFFERING TO SELL ANY CONDOMINIUM UNIT. FILING WITH THE OFFICE OF THE ATTORNEY GENERAL DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

CENTRAL SQUARE VILLAS

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PART I

SPECIAL RISKS TO PURCHASERS

- 1. Each Unit will share a party wall with the attached Unit or Units which shall serve as a common wall of the adjoining Units. Each Owner shall own to the middle point of the party wall and shall have an easement to enter upon the limited common areas and within the Unit with which the party wall is shared to effect necessary repairs or maintenance of such party wall. Each Unit Owner shall be responsible for the ordinary maintenance and repair of such Unit Owner's respective side of a common wall. If it shall become necessary to make substantial repairs or to rebuild a common wall, the Owners of the Units which share the party wall shall be responsible for the maintenance, repair and replacement of the party wall in equal proportions. See page 11 of this Offering Plan, as well as the Declaration contained in Part II of this Offering Plan at page 292.
- 2. The By-Laws of the Condominium may be amended by a vote of 66-2/3% of Unit Owners in number and in common interest; however, the By-Laws may not be amended without the Sponsor's prior written consent prior to the fifth anniversary of the closing of title to the first Unit so long as the Sponsor shall continue to own one (1) Unit or Lot. In addition, Section 2.01 entitled "Voting", insofar as it provides that the Sponsor, so long as it is the owner of Units or Lots, may cast votes attributable to such Units or Lots; Section 2.04 entitled "Annual Meetings; First Election of Board of Managers", insofar as it provides that the Sponsor, so long as it is the owner of Units or Lots, shall be entitled to elect specified numbers of members of the Board of Managers; and Section 3.02 entitled "Powers and Duties", insofar as it provides that so long as the Sponsor owns at least one (1) Unit or Lot, the Board of Managers may not exercise certain powers without the Sponsor's prior written consent. See page 97 of this Offering Plan, as well as the By-Laws contained in Part II of this Plan at page 327.
- 3. So long as the Sponsor owns at least one (1) Unit or Lot, or five (5) years from the date of the first closing, whichever first occurs, the Board of Managers may not, without the Sponsor's prior written consent (which consent shall not be unreasonably withheld) (i) except for necessary repairs, alterations, additions or improvements required by law or by any governmental agency or insurance company, make any addition, alteration or improvement to the common elements or to any Unit owned by the Sponsor, or (ii) increase the amount or proportion of the budget allocated to reserves, or (iii) borrow money on behalf of the Condominium, or (iv) reduce the quantity or quality of services or maintenance of the Property. See "Control by Sponsor" section of this Offering Plan at page 80.
- 4. Purchaser to pay for New York State Real Property Transfer Tax. Unit Purchasers will be contractually required to pay for the cost of the New York State Real Property Transfer Tax ("deed stamps") placed on the Unit deed. The assumption of this obligation by the Purchaser is considered additional consideration to the Sponsor; however, the transfer tax is based on the purchase price only. See "Unit Closing Costs and Adjustments" section of this Offering Plan at page 70.
- 5. The Budget for the Condominium makes no provision for employees of the Condominium. The Board of Managers shall be responsible for the oversight of all maintenance and repair of the common elements. The initial members of the Board of Managers is comprised of employees of the Sponsor who shall serve without

compensation until the first meeting of Unit Owners which will be held within thirty (30) days after the transfer of title to more than 50% of the Units or if sooner, five (5) years after transfer of title to the first Unit. At such meeting, a new three (3) member Board of Managers shall be elected. In the future should the Board of Managers hire any employees of the Condominium, the monthly maintenance charges ("common charges") may increase as a result of wages, salaries, payroll taxes and benefits payable to employees. See Schedule B, Budget, on page 51 of this Offering Plan.

- 6. The Housing Merchant's Implied Warranty is limited as permitted by law to 80% of the contract price and excludes all consequential and incidental damages except as required by New York State Law. In addition, it applies only to the original Purchaser of the Unit. See page 75 of this Offering Plan as well as the Purchase Agreement set forth in Part II of this Offering Plan.
- 7. Ranges, refrigerators, washers and dryers are not included in the purchase price of individual Units. Purchasers shall be responsible for purchase of these appliances and the installation thereof. This will result in an additional expense to Unit Purchasers. A Certificate of Occupancy will be issued without inclusion of a those items. See page 12 of this Offering Plan.
- 8. Individual costs for heat, hot water and electricity are not included in the monthly maintenance costs. Purchasers shall pay for their own usage of these utilities. See Schedule B-1, Budget for Individual Energy Costs, at page 58.
- 9. Units may be upgraded throughout, as may be agreed between Sponsor and Purchaser, at the expense of Purchaser. See "Description of Property and Improvements" section of this Offering Plan at page 11. All funds received by Sponsor for upgrades or extras must initially be placed in the escrow account established for deposit of earnest monies. However, Purchasers should note that such funds may be released from the escrow account by the escrow agent as long as Sponsor uses the funds for such extras or upgrades. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any such funds used for upgrades or extras. See "Procedure to Purchase" section of the Offering Plan at page 63.
- 10. The estimated monthly common charge of \$145.50, as shown in Schedules A and B included in this Offering Plan, is based on 200 Units. See Schedule A at page 16 and Schedule B, Budget for First Year of Condominium Operation, at page 51. Sponsor will pay all common charges, special assessments and real estate taxes with respect to unsold Units or, at its option, elect to assume all common expenses of operating the Condominium until such time as up to 60% of the Units are conveyed, as provided in this Plan at page 78.
- 11. The Sponsor has not posted a labor, materials, completion or other type of bond or other security bond to secure Sponsor's obligations to complete the Condominium Property. Sponsor has the financial resources to meet its obligations. This Offering Plan will be amended immediately if there has been a material change in the financial position of the Sponsor which may jeopardize its ability to meet its obligations to the Condominium. See "Rights and Obligations of Sponsor" section of this Offering Plan at page 74.

- 12. Purchasers are advised that all deposits, down payments or advances made by Purchasers prior to closing will be placed in an attorney's segregated special escrow account covered by the Federal Deposit Insurance Corporation to a maximum of \$250,000 per individual customer's segregated special escrow account until December 31, 2013. On January 1, 2014, the standard federal bank deposit insurance amount will return to a maximum of \$100,000 per individual customer's segregated special escrow account. See page 63 of this Offering Plan.
- 13. Garages will be unfinished with concrete floors and drywall on the walls and ceilings. Basements will be unfinished with concrete floors and walls. Purchasers shall pay for the cost of finishing their own garages and basements if they so desire. See page 11 of this Offering Plan.
- 14. If a Purchaser takes actual possession of a Unit prior to legal title being conveyed to Purchaser pursuant to a lease or pre-closing occupancy agreement with Sponsor, the Purchaser should obtain his own insurance coverage at such time to protect against any loss not covered by Sponsor's insurance and for Purchaser's possessions inside the Unit. See "Risk of Loss" section of this Offering Plan at page 67.
- 15. If a closing is adjourned or delayed for more than fifteen (15) days because Purchaser is not ready to close, adjustments for real estate taxes and common charges shall be made as of the date originally fixed by Sponsor for closing. See page 74 of this Offering Plan.
- 16. Sponsor does not have approval of building plans from the Town of Lancaster at the time of this offering. In order to obtain approval of building plans in the Town of Lancaster, a builder must submit to the Town Building Department a complete set of building plans, together with an application for building permit, payment of a substantial fee, a plot plan showing the location of the building to be constructed and soil bearing test results from the project engineer. Only after all of these items are submitted will the Town of Lancaster Building Department review the plans, approve the plans and issue a building permit. See "Addendum" to Description of Property contained in Part II of this Offering Plan at page 291 for further details. The Sponsor will submit copies of approved building plans to the Office of the Attorney General prior to declaring this Offering Plan effective.
- 17. The deductible, if any, on any insurance policy purchased by the Board of Managers shall be a common expense; provided, however, that the Board of Managers shall assess against a Unit Owner any deductible amount for which liability is incurred as a result of any act or omission of such Unit Owner as a consequence of which such Unit Owner is directly or indirectly liable or responsible in accordance with the provisions of the Declaration. See "Insurance" section of this Offering Plan at page 88.
- 18. The Board of Managers will not maintain the interior of the Units. All interior repairs and replacements with respect to each Unit and the attached garage, including, without limitation, the following shall be made by the Owner of such Unit at his or her sole expense: (i) all mechanical systems; (ii) all windows and doors, including the front entry door, patio door and all garage doors; (iii) patios (Livingston and York models only); and (iv) all gas, electric, water, sewer, cable and television pipes, wires and

conduits which service only one Unit. Unit Owners are obligated to maintain their Units in good repair and overall appearance. See page 87 of this Offering Plan.

- 19. Pursuant to existing law and regulation, the Sponsor may declare the Plan effective by selling a minimum of fifteen percent (15%) of the Units. Even if the Plan is declared effective with a minimum number of sales, it is possible that less than fifteen percent (15%) of the Unit sales may close if Purchasers counted towards effectiveness do not ultimately purchase a Unit. See "Effective Date of the Plan" at page 68 of this Offering Plan.
- 20. Sponsor is offering the choice of seven (7) unit types to Purchasers, each of which will be priced differently. The price also will differ depending on the type of building and the location of the Unit within the building. See page 11 of this Offering Plan as well as Schedule A on page 16. The Total Amount of Offering, as shown on the front cover of this Offering Plan, is based on the construction of 200 of the highest priced unit type in the highest priced building location. It is highly probable, however, that some Purchasers will select a lower priced unit type in a lower priced building location which will result in the Total Amount of Offering being less than the amount shown on the cover of this Offering Plan.
- 21. Unusually high radon levels are not anticipated in the area of Central Square Villas. Any testing for the presence of radon will be the responsibility of the individual Purchaser. Testing kits can be purchased at local hardware stores. If required, the cost of installing a radon mitigation system will be assumed solely by Purchaser. The average cost of radon mitigation is about \$1,200.00.
- 22. No handicapped provisions are included for the Units. See page 13 of this Offering Plan as well as the Description of Property and Specifications section of the Plan at page 133.
- 23. If any common charge or assessment or any installment thereof is not paid within ten (10) days after it is due, the Board of Managers may impose a late charge or charges not to exceed five percent (5%) of the amount overdue. See page 83 of this Offering Plan.
- 24. Construction of the Units will commence after the Offering Plan is accepted for filing by the New York State Office of the Attorney General. See page 5 of this Offering Plan.
- 25. Purchasers are advised that in the current real estate market, banks and other lenders may impose restrictions on loans. Such restrictions may include requiring that a certain percentage (such as 35% or 50%) of the Units in a building be sold before the lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building where the percentage of Units purchased is lower than a lender's particular sales minimum. In addition, it may be difficult for a Purchaser tp resell a Unit if prospective buyers are unable to obtain a loan due to a lender's minimum sales requirements. See page 83 of this Offering Plan.

INTRODUCTION

The purpose of this Offering Plan is to set forth all of the material terms of an offer for the sale of two hundred (200) residential Units ("Units") in thirty-nine (39) separate buildings ("Buildings"), together with an attached garage containing either one (1) or two (2) parking spaces per Unit, in a condominium known or to be known as Central Square Villas ("Condominium" or "Central Square Villas") located at 339 Pleasant View Drive in the Town of Lancaster, County of Erie and State of New York. This Offering Plan may be amended from time to time by an amendment filed with the New York State Office of the Attorney General and distributed to Purchasers and Owners of Units.

The Condominium will be created pursuant to and will be subject to the provisions of Article 9-B of the Real Property Law (the New York Condominium Act). The Property will become a Condominium upon the recording in the Erie County Clerk's Office of the Condominium Declaration and By-Laws, together with the filing of the Site Plan showing the sublots and "as built" plans for the common areas (including the private roadways) with the Erie County Clerk. The foregoing will take place after Sponsor has declared the Offering Plan effective by filing of an Amendment with the New York State Office of the Attorney General.

The Sponsor, The Marrano/Marc Equity Corporation (the "Sponsor"), is a Florida corporation with its offices at 2730 Transit Road, West Seneca, New York. The Sponsor currently does not have fee simple title to the Property comprising the development. The Sponsor has a binding contract with Pleasant Meadows Associates, LLC, the current owner of fee simple title to the Property comprising the development. The Sponsor will acquire fee simple title to the Property prior to commencement of construction of the Units.

The land, Buildings and appurtenances comprising the Condominium are hereinafter sometimes referred to as the "Property". Part II of this Plan contains a detailed description of the Property. A plot plan showing the boundary lines of the Property, and floor plans showing Unit room layouts and the location of the individual Buildings and Units can also be found in Part II of this Plan.

The Sponsor fully intends to sell all of the Units in Central Square Villas and is not reserving the right to rent rather than sell Units.

Central Square will have a total of 200 residential Units in 39 detached Buildings with a 1- or 2-car attached garage per Unit. The Condominium will contain 20 4-Unit Buildings, 16 6-Unit Buildings and 3 8-Unit Buildings. The attached garage parking spaces will be included in the price of the Unit which is owned by the Unit Owner. The prices for Units in the Condominium are found in Schedule A of this Plan at page 16. Additional parking is also available in 70 outdoor parking spaces located on the private roadways for use by residents and guests as may be regulated by the Board of Managers of the Condominium. The Condominium Property will contain recreational facilities including an asphalt walking trail, clubhouse, swimming pool and tot lot play area for use by the Unit Owners and their guests.

Construction of the Units will commence after this Offering Plan is accepted for filing by the New York State Office of the Attorney General, and the Sponsor anticipates

that the first Units will be ready for occupancy on approximately November 1, 2009. No contracts or agreements have been entered into and no deposits or advances of funds accepted as of the date this Offering Plan is accepted for filing by the New York State Office of the Attorney General.

Features of Condominium Ownership

A condominium is a system of ownership of real property whereby a parcel of real estate including improvements is owned by more than one person. Each Owner of a Unit has two separate and distinct real property interests: the first, a fee simple ownership of certain defined space (a Unit) in this case being the entire dwelling Unit and the land on which it is situated; and second, an undivided interest in and right to use of, together with all the other Owners of Units, the common elements. The common elements of Central Square Villas will consist of a clubhouse, swimming pool, tot lot play area and walking trail; various open green areas throughout the development as shown on the site plan in Part II of this Offering Plan; the private roadways into and through the development, being Hanover Street, Brockton Drive, Cumberland Street and Denton Drive; all maintenance, repair and replacement of the exterior of the Units and the attached garages, including roofs, front porches, siding, trim, masonry, painting, gutters and downspouts (but not including windows panes and doors); driveways; front steps and front service walkways; the private water system; the lateral lines from the individual Units to the public sewer system along the private roadways in the development; the storm drainage system; street lighting; mailbox center; fences installed by Sponsor; detention pond; and all maintenance, repairs and replacements to any pipes, wires, conduits and utility lines which service two or more Units. The maintenance, repair and replacement of the common elements shall be the responsibility of the Condominium Board of Managers.

Subject to the right of the Board of Managers to enter upon any area for maintenance, repair or improvement of a Unit or the common elements, the following portions of land are restricted in use to the Unit Owner of a Unit to which such portions are appurtenant and are deemed the "limited common elements" of Central Square Villas: (i) a parcel of land extending from the front of each Unit to the private roadway and being the same width as such Unit; (ii) a rectangular parcel of land extending 15 feet in back of each Unit and being the same width as such Unit; (iii) the service walkway leading from the driveway to the front door of each Unit; (iv) the driveway appurtenant to each Unit leading from the private roadway to the garage of such Unit; and (v) the area upon which the air conditioning unit servicing each Unit is located.

In many ways the ownership of a Condominium Unit is similar to the ownership of a private home. Each Owner of a Unit owns title to his Unit outright and is entitled to exclusive possession and use of it. The Condominium Board of Managers has a right of access to all of the common areas and limited common areas for snow removal from all roadways, parking areas, driveways and front service walkways, as well as lawn cutting and maintenance of the shrub beds and landscaped areas installed by the Sponsor.

Unit Owners are solely responsible for all interior maintenance, repair and replacements of and to their Units and the attached garages, including, without limitation, (i) all mechanical systems, window panes and doors, including the front entry door, patio door and all garage doors; (ii) patios (Livingston and York models only); and (iii) all gas, electric, water, sewer, cable and television pipes, wires and conduits which

service only one Unit. In no event will the Board of Managers have any obligation to maintain, repair or replace any of the foregoing, and the common charges shall not include the cost of maintenance, repair or replacement of any of the foregoing. Unit Owners are responsible for the overall appearance of their Units and shall maintain their Units in a safe, attractive and appealing condition. Under the Declaration, the Board of Managers will have the right, but not the obligation, to make any repairs or perform maintenance to any Unit which the Owner of such Unit fails to make if such failure adversely affects the appearance of the development or the value of any other Unit(s). The Board of Managers may charge the Owner of such Unit for any such repair or maintenance.

A Unit Owner may sell or lease his Unit to anyone except that, in accordance with the provisions of the Declaration by which all Unit Owners and occupants shall be bound, (i) no Unit may be leased for a term less than that specified in the By-Laws of the Condominium, which initially will fix a minimum term of six (6) months; (ii) no Unit Owner shall convey, mortgage, sell or lease his or her Unit unless and until all unpaid common charges against such Unit shall have been paid.

Each Unit Owner may mortgage his/her Unit or not, as he/she sees fit, and in such an amount as he/she chooses. Each Unit is separate and shall not be subject to mortgages on other Units.

Each Condominium Unit will be taxed separately for real estate purposes, just as a private home, and the Unit Owner will incur no tax liabilities if the Owners of other Units fail to pay their taxes. Under present Federal and New York income tax laws, if a Unit Owner resides in the Unit and itemizes deductions, he may deduct from his income, for income tax purposes, the real estate taxes and the interest paid on the mortgage(s) on his Unit. See Opinion of Sponsor's Counsel in Part II of this Offering Plan.

In accordance with Sections 339-i and 339-m of the New York Condominium Act, the Board of Managers of the Condominium will assess every Unit Owner in proportion to such Owner's percentage interest in the operating costs of the Property ("common charges"). Pursuant to Section 339-i(1)(iii) of the New York Real Property Law, the percentage of interest of each Unit in the common elements shall be equal on the basis that square footages and prices of the individual Units in Central Square Villas shall be approximately equal. The specific percentages of each of the Units is set forth in the Condominium Declaration, which is contained in Part II of this Plan, and is also set forth in Schedule A of this Plan at page 16.

Each Unit Owner is obligated to comply with the Declaration, the By-Laws, Rules and Regulations and any other requirements of the Board of Managers. Each Owner will have the right to vote annually for the election of members of the Board of Managers who will supervise the Property and manage the affairs of the Condominium. The vote of each Unit Owner will be weighed in accordance with the percentage interest in the common elements of the Units owned by each Unit Owner.

The Board of Managers of the Condominium is responsible for procuring fire and casualty (blanket building), general liability, umbrella liability, workers compensation and directors and officers insurance coverage. The Sponsor suggests that Unit Owners obtain the following coverages:

- (a) Fire and casualty insurance to cover (i) the personal property of the Unit Owner or occupants; and (ii) any improvements or alterations (including upgrading of appliances, kitchen cabinets, carpeting or lighting fixtures, built-ins and wall coverings) made by the present or prior Unit Owners or occupants.
- (b) Liability Insurance to cover occurrences within the Unit or on any limited common area appurtenant to the Unit. Additional information on insurance coverages can be found in the subsection of this Offering Plan entitled "Insurance."
- (c) Flood insurance will most likely not be required by any lender providing financing for a Unit Owner as this development is not located within a flood zone.

The prices for Units in the Condominium are found in Schedule A of this Plan. The prices are set by the Sponsor alone, and are not subject to review by the New York State Office of the Attorney General or any other governmental agency.

This Offering Plan, as presented to prospective Purchasers, contains all of the material terms of a purchase of a Unit in Central Square Villas, including all Schedules hereto and Parts A, B, C and D of the Exhibits delivered to the Office of the Attorney General. Copies of the Offering Plan, all documents referred to in the Offering Plan and all Exhibits submitted to the Office of the Attorney General in connection with the filing of the Offering Plan will be available for inspection without charge and for copying at a reasonable charge to prospective Purchasers and their attorneys at the on-site sales office whenever it is open and at the office of the Sponsor. (See "Identity of Parties" section of this Offering Plan.)

There are no limitations on who may purchase Units in Central Square Villas, and the Board of Managers does not have the right to approve or disapprove prospective Purchasers.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT.

DEFINITIONS

"Board of Managers" - those persons elected by the Unit Owners pursuant to the Condominium Declaration to administer the operation and maintenance of the Condominium Property. The By-Laws of the Condominiums provide that the Board of Managers shall initially consist of three (3) persons who shall initially be designated by Sponsor until such time as replacements are elected at the first meeting of the Unit Owners.

"Building" - a structure containing four (4), six (6) or eight (8) residential Units.

"Common Charges" - the amount assessed by the Condominium's Board of Managers to the Unit Owners for the "common expenses" (see definition below) of the Condominium. Pursuant to the Condominium Declaration, these charges are (i) assessed on an annual basis and are, unless determined otherwise by the Board of Managers, payable in monthly installments and (ii) levied as special assessments.

"Common Expenses" - the expenses of operating the Condominium, including, but not limited to, repair, maintenance, replacement of the exterior of the Units and the attached garages; the driveways, front walkways and front porches; the private roadways, street lights, water system, lateral sewer lines, mailbox center, detention pond, fences, walking trail, clubhouse, swimming pool and tot lot; snow removal from the roadways and all driveways and parking areas within the development; lawn cutting and maintenance of the shrub beds and landscaped areas installed by Sponsor; and for other items which the Board of Managers of the Condominium may determine from time to time.

"Common Interest" - the undivided proportionate interest of ownership in the common elements appertaining to each Unit as set forth in the Condominium Declaration.

"Condominium" - all of the Property comprising Central Square Villas which is described in the Condominium Declaration set forth in Part II of this Offering Plan and which is subject to the condominium form of ownership pursuant to Article 9-B of the Real Property Law of the State of New York. The condominium form of ownership is a system of ownership of individual "Units" and of common expenses benefitting all Unit Owners.

"Condominium Declaration" or "Declaration" - the Declaration of Condominium and of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens - Central Square Villas, which has been or will be recorded in the Erie County Clerk's Office prior to the transfer of title to the first Unit pursuant to which the Property is subjected to the condominium form of ownership.

"<u>Limited Common Elements</u>" - those portions of the Condominium which are defined as common areas but which are limited in use to the Unit Owner and occupants of a specific Unit.

"Property" - the land, Units and appurtenances comprising the Condominium.

"Sponsor" The Marrano/Marc Equity Corporation, a Florida corporation.

"<u>Unit</u>" - a specific dwelling within a Building in the Condominium designed for individual ownership and intended for residential use, together with the land underlying said Unit.

"<u>Unit Owner</u>" - the owner of a Unit in the Condominium. A Unit Owner may be one or more individuals, corporations, partnerships or trusts.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property is located at 339 Pleasant View Drive in the Town of Lancaster, County of Erie, and State of New York. The Property is located on the south side of Pleasant View Drive and is part of Lots 10 and 12, Section 8, Township 11, Range 6 of the Holland Land Survey. The Property is bounded on the north by existing residential land. The Property is bounded on the east by The Courtyard at Pleasant Meadows, a residential condominium development of which The Marrano/Marc Equity Corporation is the Sponsor. The Property is bounded on the south by vacant land owned by the Sponsor which is the site of the proposed Greens at Pleasant Meadows subdivision, a single-family home community. Such vacant land has been approved for residential development by the Town of Lancaster. The Property is bounded on the west by lands owned by the Lancaster Central Schools. The Condominium Property is accessed by going east on Pleasant View Drive off Stoney Road.

There will be 200 attached single family residential Units in 39 separate Buildings. Each Unit will have an attached garage containing either one or two parking spaces per Unit, depending on the Unit type selected by the Purchaser. Each Building will contain either four, six or eight Units. Each Unit will have its own entrance and separated driveway. All Units will be either one- or two-story single-family townhome style private residences of wood frame construction, with the exteriors being vinyl siding with a brick facade. The foundations have poured concrete walls. Garages will be unfinished with concrete floors and drywall on the walls and ceilings. Basements will be unfinished with concrete floors and walls. The Condominium Property will contain recreational facilities including a walking trail, clubhouse, swimming pool and tot lot play area.

Each Unit will share a party wall with the attached Unit or Units which shall serve as a common wall of the adjoining Units. Each Owner shall own to the middle point of the party wall and shall have an easement to enter upon the limited common areas and within the Unit with which the party wall is shared to effect necessary repairs or maintenance of such party wall. Each Unit Owner shall be responsible for the ordinary maintenance and repair of such Unit Owner's respective side of a common wall. If it shall become necessary to make substantial repairs or to rebuild a common wall, the Owners of the Units which share the party wall shall be responsible for the maintenance, repair and replacement of the party wall in equal proportions.

The Sponsor is offering the choice of seven (7) Unit types to be constructed for Purchasers within Central Square Villas.

- (1) The York will be designated a one-story ranch style Unit with 2 bedrooms and 2 bathrooms and a one-car attached garage, consisting of approximately 1,038 square feet (middle Unit) or 1,046 square feet (end Unit).
- (2) The Winston will be designated a two-story Unit with 2 bedrooms and 2½ bathrooms and a two-car attached garage, consisting of approximately 1,266 square feet (middle Unit) or 1,285 square feet (end Unit).

- (3) The Livingston will be designated at two-story Unit with 2 bedrooms and 1½ bathrooms and a two-car attached garage, consisting of approximately 1,366 square feet (middle Unit) or 1,381 square feet (end Unit).
- (4) The Cambridge will be designated a two-story Unit with 2 bedrooms and 1½ bathrooms and a one-car attached garage, consisting of approximately 1,237 square feet (middle Unit/6-Unit Building), 1,270 square feet (end Unit/6-Unit Building), 1,237 square feet (middle Unit/8-Unit Building) and 1,270 square feet (end Unit/8-Unit Building).

In addition, three (3) Hybrid Unit types will be offered to Purchasers within one (1) Hybrid Building, which will contain one (1) Winston, one (1) Livingston and two (2) Cambridge models.

- (5) The Hybrid Winston will be designated a two-story Unit with 2 bedrooms and 2½ bathrooms and a two-car attached garage, consisting of approximately 1,316 square feet.
- (6) The Hybrid Livingston will be designated a two-story Unit with 2 bedrooms and 1½ bathrooms and a two-car attached garage, consisting of approximately 1,413 square feet.
- (7) The Hybrid Cambridge will be designated a two-story Unit with 2 bedrooms and 1½ bathrooms and a one-car attached garage, consisting of approximately 1,243 square feet.

There are two (2) pricing tiers for the York, Winston and Livingston Unit types depending on the location of the Unit. Tier 1 includes all end Units, and Tier 2 includes all middle Units. There are four (4) pricing tiers for the Cambridge Unit type. Tier 1 includes all end Units in 6-Unit Buildings, Tier 2 includes all middle Units in 6-Unit Buildings, Tier 3 includes all end Units in 8-Unit Buildings, and Tier 4 includes all middle Units in 8-Unit Buildings. The Hybrid Unit types have just one pricing tier. See Schedule A at page 16.

The Units described above will be equipped with the following appliances which will be included in the price of the Unit. The makes and model numbers of the appliances are as follows:

Dishwasher - Whirlpool DU915PWS or equal Range Hood - Nutone RL6130 or equal

Ranges, refrigerators, washers and dryers are not included in the prices of the Units. Purchasers shall select their own preference and shall incur additional expense for these items. A Certificate of Occupancy will be issued without these items.

Units may be upgraded with respect to kitchen appliances and cabinets and floor coverings as may be agreed between Sponsor and Purchaser, at the expense of Purchaser.

Each Unit will have its own individual heating system.

Each Unit will be equipped with one smoke detector and one carbon monoxide on each floor and one smoke detector in each bedroom.

No handicapped provisions are included for the Units.

A detailed comprehensive description of the Units is set forth in the "Description of Property and Specifications" of the project Engineers contained in Part II of this Plan.

Property to be Improved in Accordance with All Applicable Laws

The construction of the Units will be undertaken in accordance with all applicable zoning and building laws, regulations, codes and other requirements including the New York Real Property Law, Town Law, Environmental Conservation Law, General Municipal Law, Public Health Law and the Regulations of the New York State Department of Environmental Conservation.

Construction Timetable

Construction of the Units in the Condominium will commence after this Offering Plan is accepted for filing by the New York State Office of the Attorney General. The first Units are expected to be ready for occupancy on approximately November 1, 2009. The Sponsor is projecting completion of all 200 Units in the Condominium by approximately November 1, 2014. The clubhouse, swimming pool and tot lot play area will be completed by July 1, 2010. This Offering Plan will be amended to disclose changes to this timetable.

LOCATION AND AREA INFORMATION

Location of the Property and Surrounding Facilities

Location

The Property is located on the south side of Pleasant View Drive between Forton Drive and Juniper Boulevard in the Town of Lancaster. An area map of the Town of Lancaster showing the location of the Property is included in Part II of this Offering Plan.

Public Transportation

Public transportation is available by bus service along Transit Road, less than three (3) miles from the Property. Buffalo Niagara International Airport is located approximately three and one-half (3.5) miles from the Condominium Property.

Shopping

Grocery stores, drug stores, restaurants and specialty-type shops are located within a radius of two (2) miles from the Property. Eastern Hills Mall, a major shopping mall, is located approximately three (3) miles from the Condominium.

Schools

The Property is located in the Lancaster School District. Various public, parochial and private elementary, secondary and high schools are located within a two (2) mile radius from the Property. The State University of New York at Buffalo (UB) is located approximately eight (8) miles from the Condominium.

Medical

Millard Fillmore Suburban Hospital of Buffalo, located on Maple Road in Williamsville, is approximately five (5) miles from the Property. St. Joseph Hospital, located on Harlem Road in Cheektowaga, is located approximately six (6) miles from the Property. Various medical and dental offices are located within a two (2) miles radius from the Property. Several animal hospitals are located less than two (2) miles from the Condominium.

Religious

Houses of worship representing various denominations are located less than three (3) miles from the Condominium Property.

Recreation Facilities

Various public parks, playgrounds, golf courses, skating rinks and other recreational facilities are located within two to six (2-6) miles from the Property. Movie theaters are located approximately three (3) miles from the Property. Ralph Wilson Stadium, home of the Buffalo Bills professional football team, is located approximately

13 miles from the Condominium, and HSBC Arena, home of the Buffalo Sabres professional hockey team, is located less than 12` miles from the Condominium Property.

Services

Central Square Villas is located in the Town of Lancaster and will be protected by the Town of Lancaster Police Department, with the main station located less than two (2) miles from the Property. Fire protection and emergency medical services is provided by the Bowmansville Fire Department, a volunteer fire company, with a station located at 58 Seitz Avenue in Lancaster, less than two (2) miles from the Property.

The source of the water supply to the individual Units in Central Square Villas is from two (2) service connections to an existing water main on the south side of Pleasant View Drive owned by the Town of Lancaster and maintained by the Erie County Water Authority. The water system within the Condominium Property will be owned and maintained by the Condominium Board of Managers. Sewer service to the Property is provided by the Town of Lancaster. The lateral sewer lines running from the public sewer system to the individual Units will be owned and maintained by the Condominium Board of Managers. Wastewater flows will be tributary to the public system along the private roadways in the development and will be tributary to the adjoining Courtyard at Pleasant Meadows subdivision and ultimately tributary to the Town of Lancaster and the Erie County Sewer District No. 4. Both the water and sewer supply conform to the Town of Lancaster, Erie County Water Authority and Division of Sewerage Management All storm water runoff will be collected by precast concrete drainage requirements. structures and directed into a detention pond located within the Condominium Property. The private storm sewers and the detention pond will be owned and maintained by the Condominium Board of Managers. The cost of water usage will be included in the monthly common charges. Sewer charges will be paid for by individual Unit Owners through each Unit Owner's property taxes. Maintenance, repair and replacement of the private roadways, driveways and front service walkways within the Property will be the responsibility of the Condominium. Snow plowing of all roadways, driveways and front service walkways within the Property will be provided by the Condominium and paid for by Unit Owners as a part of the monthly common charges. Trash collection and recycling will be provided weekly by the Town of Lancaster and is paid for through each Unit Owners property taxes.

Zoning

The majority of the Condominium Property is zoned Multi-Family Residential District Four ("MFR-4"). A small area in the southwest corner of the Condominium Property which will contain parking spaces, the clubhouse and the swimming pool is zoned Two-Family Residential ("R-2"). Both zoning districts allow the construction of the Condominium Units and amenities contemplated herein.

NO DISCRIMINATION

The Sponsor will not discriminate against any person because of race, creed, color, age, sex, disability, marital status, national origin, ancestry or sexual orientation in the sale of Units in Central Square Villas, or otherwise in dealing with the Unit Owner.

"Central Square Villas" Schedule A Offering Prices and Related Information For First Year of Operation Based on Occupancy of All Units

(Letters in parentheses designate footnotes that follow)

Commencing November 1, 2009

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
101A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
101B 101C	1,285 1,381	\$224,900 \$229,900	1/200 1/200	\$145.50 \$145.50	\$371.25 \$379.50	\$516.75 \$525.00	\$371.25 \$379.50
		7223,300			3373.30		——————————————————————————————————————
102A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
1028	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
102C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
103A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
103B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
103C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
104A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
104B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
104C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
201D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
2020	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
203D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
204D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
205D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
206D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
301A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
301B	1,285	\$224,900	1/200	\$145.50	\$371.25		
301C	1,381	\$229,900 	1/200	\$145.50 	\$379.50	\$525.00	\$379.50
302A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
302B	1,266	\$214,900	1/200	\$145.50	\$354.75		
302C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
303A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
303B	1,266	\$214,900	1/200	\$145.50	\$354.75		
303C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
304A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
304B	1,285	\$224,900	1/200	\$145.50	\$371.25		
304C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
401D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
402D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
4030	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
404D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
405D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
406D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
501A 501B	1,046 1,285	\$214,900 \$224,900	1/200 1/200	\$145.50 \$145.50	\$354.75 \$371.25	\$500.25 \$516.75	\$354.75 \$371.25
501C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
502A 502B 502C	1,038 1,266 1,366	\$204,900 \$214,900 \$219,900	1/200 1/200 1/200	\$145.50 \$145.50 \$145.50	\$338.25 \$354.75 \$363.00	\$483.75 \$500.25 \$508.50	\$338.25 \$354.75 \$363.00
503A 503B 503C	1,038 1,266 1,366	\$204,900 \$214,900 \$219,900	1/200 1/200 1/200	\$145.50 \$145.50 \$145.50	\$338.25 \$354.75 \$363.00	\$483.75 \$500.25 \$508.50	\$338.25 \$354.75 \$363.00
504A 504B 504C	1,046 1,285 1,381	\$214,900 \$224,900 \$229,900	1/200 1/200 1/200	\$145.50 \$145.50 \$145.50	\$354.75 \$371.25 \$379.50	\$500.25 \$516.75 \$525.00	\$354.75 \$371.25 \$379.50
601D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
602D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
603D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
604D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
605D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
606D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
701D	1,270	\$172,900	1/200	\$145.50	\$286.00	\$431.50	\$286.00

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
702D	1,238	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
703D	1,236	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
704D	1,236	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
705D	1,238	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
706D	1,238	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
707D	1,236	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
708D	1,270	\$172,900	1/200	\$145.50	\$286.00	\$431.50	\$286.00
801D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
802D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
803D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
804D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
805D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
806D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
901A 901B 901C	1,046 1,285 1,381	\$214,900 \$224,900 \$229,900	1/200 1/200 1/200	\$145.50 \$145.50 \$145.50	\$354.75 \$371.25 \$379.50	\$500.25 \$516.75 \$525.00	\$354.75 \$371.25 \$379.50

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
902A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
902B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
902C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
903A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
903B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
903C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
904A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
904B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
904C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
1001D	1,270	\$172,900	1/200	\$145.50	\$286.00	\$431.50	\$286.00
1002D	1,238	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
1003D	1,236	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
1004D	1,236	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
1005D	1,238	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
1006D	1,238	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
1007D	1,236	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
1008D	1,270	\$172,900	1/200	\$145.50	\$286.00	\$431.50	\$286.00
1101A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1101B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
1101C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1102A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
1102B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1102C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
1103A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
1103B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1103C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
1104A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1104B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
1104C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
1201D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
1202D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1203D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1204D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1205D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1206D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
1301D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
1302D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1303D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1304D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1305D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1306D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
1401A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1401B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
1401C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
1402A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
1402B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1402C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
1403A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
1403B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1403C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
1404A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1404B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
1404C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
1501A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1501B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
1501C	1,331	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
1502A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
1502B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1502C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
1503A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
1503B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1503C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1504A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1504B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
1504C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
1601A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1601B	1,285	\$224,900	1/200	\$145.50	\$371.25		
1601C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
1602A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
1602B	1,266	\$214,900	1/200	\$145.50	\$354.75		
1602C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
1603A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
1603B	1,266	\$214,900	1/200	\$145.50	\$354.75		
1603C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
1604A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
1604B	1,285	\$224,900	1/200	\$145.50	\$371.25		
1604C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
1701D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
1702D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1703D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1704D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1705D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1706D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1801D	1,270	\$172,900	1/200	\$145.50	\$286.00	\$431.50	\$286.00
1802D	1,238	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
1803D	1,236	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
1804D	1,236	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
1805D	1,238	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
1806D	1,238	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
1807D	1,236	\$164,900	1/200	\$145.50	\$272.25	\$417.75	\$272.25
1808D	1,270	\$172,900	1/200	\$145.50	\$286.00	\$431.50	\$286.00
1901D	1,270	\$182,900	1/200	\$145.50	\$302,50	\$448.00	\$302.50
1902D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1903D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1904D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1905D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
1906D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
2001HC	1,413	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
2002HD	1,243	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2003HD	1,243	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2004НВ	1,316	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
2101D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
2102D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2103D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2104D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2105D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2106D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
2201A 2201B 2201C	1,046 1,285 1,381	\$214,900 \$224,900 \$229,900	1/200 1/200 1/200	\$145.50 \$145.50 \$145.50	\$354.75 \$371.25 \$379.50	\$500.25 \$516.75 \$525.00	\$354.75 \$371.25 \$379.50
2202A 2202B 2202C	1,038 1,266 1,366	\$204,900 \$214,900 \$219,900	1/200 1/200 1/200	\$145.50 \$145.50 \$145.50	\$338.25 \$354.75 \$363.00	\$483.75 \$500.25 \$508.50	\$338.25 \$354.75 \$363.00
2203A 2203B 2203C	1,038 1,266 1,366	\$204,900 \$214,900 \$219,900	1/200 1/200 1/200	\$145.50 \$145.50 \$145.50	\$338.25 \$354.75 \$363.00	\$483.75 \$500.25 \$508.50	\$338.25 \$354.75 \$363.00

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
2204A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2204B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
2204C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
2301D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
2302D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2303D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2304D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2305D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2306D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
2401A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2401B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
2401C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
2402A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
2402B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2402C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
2403A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
2403B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2403C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
2404A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2404B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
2404C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
2501A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2501B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
2501C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
2502A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
2502B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2502C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
2503A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
2503B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2503C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
2504A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2504B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
2504C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
2601A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2601B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
2601C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
2602A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
2602B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2602C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
2603A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
2603B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2603C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
2604A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2604B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
2604C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50

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Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
			<u> </u>				
2701A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2701B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
2701C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
2702A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
2702B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2 702C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
	·	<u> </u>					· · · · · · · · · · · · · · · · · · ·
2703A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
2703B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
2703C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
27044	4.045	£244.000	4/700	£145 50		ĆEOO DE	6254.7F
2704A 2704B	1,046 1,285	\$214,900	1/200 1/200	\$145.50 \$145.50	\$354.75 \$371.25	\$500.25 \$516.75	\$354.75 \$371.25
2704C	1,381	\$224,900		\$145.50 \$145.50	\$371.23 \$379.50	\$525.00	\$371.25 \$379.50
	1,361	\$229,900	1/200	\$145.50			- -
2801D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
2802D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2803D	1 226	£174.000	1/200	\$145.50	\$288.75	\$434.25	\$288.75
28030	1,236	\$174,900	1/200	\$145.5U	\$200.75		J200.75
2804D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2805D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2806D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
2901D	1,270	\$182,900	1/200	 \$145.50	\$302.50	\$448.00	\$302.50
	-,210					+	+
2902D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75

Unit Identification * (A)	Usable Square Feet ** (B)	Offering Price	Percentage of Common Interest (D)	Projected Monthly Common Charge (E)	Projected Monthly Real Estate Taxes *** (F)	Projected Monthly Carrying Charges (G)	Projected Monthly Carrying Deductible for Income Tax Purposes**** (H)
2903D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2904D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2905D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
2906D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
3001A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3001B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
3001C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
3002A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
3002B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3002C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
3003A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
3003B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3003C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
3004A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3004B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
3004C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
3101D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
3102D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3103D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3104D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
3105D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3106D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
3201D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
3202D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3203D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3204D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3205D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3206D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
3301D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
3302D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3303D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3304D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3305D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3306D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
3401A 3401B 3401C	1,046 1,285 1,381	\$214,900 \$224,900 \$229,900	1/200 1/200 1/200	\$145.50 \$145.50 \$145.50	\$354.75 \$371.25 \$379.50	\$500.25 \$516.75 \$525.00	\$354.75 \$371.25 \$379.50

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
3402A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
3402B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3402C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
3403A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
3403B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3403C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
3404A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3404B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
3404C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
3501A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3501B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
3501C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
3502A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
3502B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3502C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
3503A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
3503B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3503C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
3504A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3504B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
3504C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
3601D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
3602D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
3603D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3604D	1,236	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3605D	1,238	\$174,900	1/200	\$145.50	\$288.75	\$434.25	\$288.75
3606D	1,270	\$182,900	1/200	\$145.50	\$302.50	\$448.00	\$302.50
3701A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3701B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
3701C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
3702A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
3702B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3702C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
3703A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
3703B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3703C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
3704A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3704B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
3704C	1,381	\$229,900	1/200	\$145.50 	\$379.50	\$525.00	\$379.50
3801A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3801B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
3801C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
3802A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
3802B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3802C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00

"Central Square Villas" Schedule A (continued)

Unit Identification *	Usable Square Feet **	Offering Price	Percentage of Common Interest	Projected Monthly Common Charge	Projected Monthly Real Estate Taxes ***	Projected Monthly Carrying Charges	Projected Monthly Carrying Deductible for Income Tax Purposes****
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
3803A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
3803B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3803C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
3804A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3804B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
3804C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
3901A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3901B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
3901C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00	\$379.50
3902A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
3902B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3902C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
3903A	1,038	\$204,900	1/200	\$145.50	\$338.25	\$483.75	\$338.25
3903B	1,266	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3903C	1,366	\$219,900	1/200	\$145.50	\$363.00	\$508.50	\$363.00
3904A	1,046	\$214,900	1/200	\$145.50	\$354.75	\$500.25	\$354.75
3904B	1,285	\$224,900	1/200	\$145.50	\$371.25	\$516.75	\$371.25
3904C	1,381	\$229,900	1/200	\$145.50	\$379.50	\$525.00 	\$379.50
Total A	79,192	\$15,952,400	100	\$11,058.00	\$26,334.00	\$37,392.00	
Total B	96,938	\$16,712,400	100	\$11,058.00	\$27,588.00	\$38,646. 00	
Total C	104,386	\$17,092,400	100	\$11,058.00	\$28,215.00	\$39 ,2 73.00	
Total D	149,694	\$21,052,000	100	\$17,460.00	\$34,776.50	\$52,236.50	
Total HB	1,316	\$224,900	100	\$145.50	\$371.25	\$516.75	
Total HC	1,413	\$229,900	100	\$145.50	\$379.50	\$525.00	
Total HD	2,486	\$349,800	100	\$291.00	\$577.50	\$868.50	

"Central Square Villas" Schedule A (continued)

*Unit Identification:

- A (York) Ranch Style Unit (2 bedrooms / 2 bathrooms / 1-car garage / patlo)
- B (Winston) Two Story Unit (2 bedrooms / 2½ bathrooms / 2-car garage)
- C (Livingston) Two Story Unit (2 bedrooms / 1½ bathrooms / 2-car garage / patio)
- D (Cambridge) Two Story Unit (2 bedrooms / 1½ bathrooms / 1-car garage)
- HB (Hybrid Winston) Two Story Unit (2 bedrooms / 2½ bathrooms / 2-car garage)
- HC (Hybrid Livingston) Two Story Unit (2 bedrooms / 1½ bathrooms / 2-car garage / patio)
- HD (Hybrid Cambridge) Two Story Unit (2 bedrooms / 1½ bathrooms / 1-car garage)
- **Unit size is approximate and subject to change.
- ***Maximum Real Estate tax estimates (not including STAR exemption)
- ****See "Opinion of Tax Counsel" contained within this Offering Plan.

Annual Projected Real Estate Taxes:	
Floor Plan A (end unit)	\$4,257
Floor Plan A (middle unit)	\$4,059
Floor Plan B (end unit)	\$4,455
Floor Plan B (middle unit)	\$4,257
Floor Plan C (end unit)	\$4,554
Floor Plan C (middle unit)	\$4,356
Floor Plan D (end unit / 6-unit building)	\$3,630
Floor Plan D (middle unit / 6-unit building)	\$3,465
Floor Plan D (end unit / 8-unit building)	\$3,432
Floor Plan D (middle unit / 8-unit building)	\$3,267
Floor Plan HB (hybrid unit)	\$4,455
Floor Plan HC (hybrid unit)	\$4,554
Floor Plan HD (hybrid unit)	\$3,465

Schedule A Footnotes

Central Square Villas

A. The projected common charges are for the twelve (12) month period beginning November 1, 2009. There are seven (7) models available to Purchasers:

<u>Model</u>	<u>Description</u>
A (York)	Ranch Style Unit (2 bedrooms/2 bathrooms)
B (Winston)	Two-story Unit (2 bedrooms/2½ bathrooms)
C (Livingston)	Two-story Unit (2 bedrooms/1½ bathrooms)
D (Cambridge)	Two-story Unit (2 bedrooms/1½ bathrooms)
HB (Hybrid Winston)	Two-story Unit (2 bedrooms/2½ bathrooms)
HC (Hybrid Livingston)	Two-story Unit (2 bedrooms/1½ bathrooms)
HD (Hybrid Cambridge)	Two-story Unit (2 bedrooms/1½ bathrooms)

- B. The square footage for each unit has been calculated by using living space (measurements from interior walls) as noted on Schedule A. See section of this Offering Plan entitled "Changes in Prices and Units" relative to changes in unit size.
- C. The offering prices of the units are as set forth in this Schedule. There are two (2) pricing tiers for models A, B, and C depending on the location of the unit. Tier 1 includes all end units, units located at the end of the building having only one common wall. Tier 2 includes all interior units, units located in the middle of the building having two common walls. There are four (4) pricing tiers for model D depending on the type of building and location of the unit. Tier 1 includes all 6-unit building end units and tier 2 includes all 6-unit building interior units. Tier 3 includes all 8-unit building end units and tier 4 includes all 8-unit building interior units. Models HB, HC and HD have just one pricing tier. A subdivision map showing the location of the units is included in Part II of this Offering Plan. See the section of this Offering Plan entitled "Changes in Prices or Units" for a discussion of price changes. See the section of this Offering Plan entitled "Closing Costs and Adjustments" for the information regarding closing costs.
- D. As set forth in Real Property Law Section 339.i (1) (iii), the interest of each unit in the common elements is equal and has been determined to be 1/200 for each unit based on the number of units and units being of approximately the same size.
- E. The monthly charge will cover the operation, repair, maintenance, and replacement of all common areas. This includes all water used on the property, electricity in common areas, snow removal, landscape maintenance and insurance, legal and accounting fees. A reserve account has also been established for major repairs and/or maintenance. The estimated monthly common charge is \$145.50 per unit based on 200 units.
- F. The projected assessed valuation of the units is on a completed unit basis. The combined tax rate used to calculate the projected real estate tax is approximately \$33.00 per \$1,000 of assessed valuation, pursuant to an estimate prepared and provided by Real Property Services LLC. The estimated assessed valuation of Units per Real Property Service, LLC is as follows:

Central Square Villas

	Tier 1 (end unit)	Tier 2 (interior unit)	Tier 3 (end unit)	Tier 4 (interior unit)
Unit A	\$4,257	\$4,059		
Unit B	\$4,455	\$4,257		
Unit C	\$4,554	\$4,356		
Unit D	\$3,630	\$3,465	\$3,432	\$3,267
Unit HB	\$4,455			
Unit HC	\$4,554			
Unit HD	\$3,465	-		

(See attached letter).

- G. If Purchaser obtains financing, the debt service on such financing will be an additional monthly expense. Further, the projected carrying charges do not include certain housing costs to which the owner is generally responsible such as repairs to the interior of the unit, separately metered gas, electricity, hot water and heat. As units are individually heated so that unit owners must pay heating costs directly to the supplier, please refer to the projection for heat, hot water and electricity set forth in Schedule B-1.
- H. The projected amount deductible for income tax purposes may vary in subsequent years due to changes in the interest rate on any mortgage, refinancing the mortgage, the allocation of constant debt service payments between interest and principal, or due to changes in the assessed value, the tax rate or in the method of assessing real property which result in change in real property taxes, or such other changes as may reasonably be expected to affect deductions. Current Internal Revenue Code Regulations permit individuals to deduct only real estate taxes and mortgage interest on property used as a primary or secondary residence. If the Owner thereof uses the property for rental purposes, different tax considerations will apply. The Owners are advised to consult tax counsel regarding their own circumstances in this instance.



April 27, 2009

RE:

Central Square Villas (Townhouses)

Town of Lancaster, New York

Dear Marrano/Marc Equity Corporation:

At your request as the developer of the proposed Central Square Villas Condominium project located off of Pleasant View Drive in the Town of Lancaster, Erie County, New York, I have estimated a reasonable assessment and tax level for each of the twelve (12) types of floor plans to be offered. The estimated levels reflect projected 2010 assessments (at 100% of value) and tax rates. The assessments projected for the condominium units reflect "rental" values based upon New York State Real Property Tax Law. A Pro Forma Operating Statement for each unit type is attached which illustrates the derivation of value.

Attached also is a summary grid showing each unit type, the anticipated sales price, the derived condominium value/assessment, and the associated taxes with and without the New York State Basic STAR Exemption.

Thank you for the opportunity to complete this analysis for you. Please call me should you have any questions.

Sincerely,

Donald A. Griebner

President

New York State Certified

General Real Estate Appraiser

Il Ox Bulver

ID #: 46-4373

Att:jas

				Taxable Assessed		Taxes
No.	Type	Size (SF)	Price	Condo Value	Total Taxes	w/STAR
1	A-End Unit	1,046	\$ 214,900	\$ 129,000	\$ 4,257	\$ 3,762
2	A-Middle	1,038	\$ 204,900	\$ 123,000	\$ 4,059	\$ 3,564
3	B-Hybrid	1,316	\$ 224,900	\$ 135,000	\$ 4,455	\$ 3,960
4	B-End Unit	1,285	\$ 224,900	\$ 135,000	\$ 4,455	\$ 3,960
5	B-Middle	1,266	\$ 214,900	\$ 129,000	\$ 4,257	\$ 3,762
6	C-Hybrid	1,413	\$ 229,900	\$ 138,000	\$ 4,554	\$ 4,059
7	C-End Unit	1,381	\$ 229,900	\$ 138,000	\$ 4,554	\$ 4,059
8	C-Middle	1,366	\$ 219,900	\$ 132,000	\$ 4,356	\$ 3,861
9	D-End Unit	1,270	\$ 182,900	\$ 110,000	\$ 3,630	\$ 3,135
10	D-Middle	1,240	\$ 174,900	\$ 105,000	\$ 3,465	\$ 2,970
11	D-End Unit	1,270	\$ 172,900	\$ 104,000	\$ 3,432	\$ 2,937
12	D-Middle	1,237	\$ 164,900	\$ 99,000	\$ 3,267	\$ 2,772

Central Square Villas Floor Plan A - End Unit

Income

1,046 sf @ \$1.38/sf = \$1,440/mo. X 12 = \$17,280 Less: Vacancy & Collection @ 5%: (\$864) Effective Gross Income: \$16,416

Expenses:

 Real Estate Taxes:
 (.033 added to cap rate)

 Insurance:
 \$.20/sf
 \$209

 Utilities
 \$.25/sf:
 \$261

 Maint/Payroll
 \$.75/sf:
 \$784

 Management
 5%:
 \$821

 Prof Fees:
 \$.10/sf:
 \$105

 Reserve
 \$.30/sf:
 \$314

Total Operating Expenses: (\$2,494)
Net Operating Income: \$13,922

Cap Rate: 0.075 + .033 = 0.108

Indicated Rental Value: \$128,907

® \$129,000

Pro-Forma Operating Statement Central Square Villas

Floor Plan A - Middle Unit

Income

1,038	sf @ \$1.33/sf = \$1,380/mo. X 12 =	\$16,560
Less: Vacano	cy & Collection @ 5%:	<u>(\$828)</u>
Effective Gro	ss Income:	\$15,732

Expenses:

Real Estate Taxes:	(.033 added to cap rate)
Insurance: @ \$.20/sf	\$207
Utilities @ \$.25/sf:	\$259
Maint/Payroll @ \$.75/s	f: \$776
Management @ 5%:	\$787
Prof Fees: \$.10/sf:	\$104
Reserve @ \$.30/sf:	<u>\$311</u>

Total Operating Expenses:	(\$2,444)
Net Operating Income:	\$13,288

0.108 Cap Rate: 0.075 + .033 =

> \$123,037 \$123,000 Indicated Rental Value:

Central Square Villas Floor Plan B - Hybrid Unit

Income

1,316 sf @ \$1.17/sf = \$1,540/mo. X 12 = \$18,480 Less: Vacancy & Collection @ 5%: (\$924) Effective Gross Income: \$17,556

Expenses:

 Real Estate Taxes:
 (.033 added to cap rate)

 Insurance:
 \$.20/sf
 \$263

 Utilities
 \$.25/sf:
 \$329

 Maint/Payroll
 \$.75/sf:
 \$987

 Management
 5%:
 \$878

 Prof Fees:
 \$.10/sf:
 \$132

 Reserve
 \$.30/sf:
 \$395

Total Operating Expenses: (\$2,984)
Net Operating Income: \$14,572

Cap Rate: 0.075 + .033 = 0.108

Indicated Rental Value: \$134,926

® \$135,000

Central Square Villas Floor Plan B - End Unit

Income

1,285 sf @ \$1.19/sf = \$1,535/mo. X 12 = \$18,420 Less: Vacancy & Collection @ 5%: (\$921) Effective Gross Income: \$17,499

Expenses:

 Real Estate Taxes:
 (.033 added to cap rate)

 Insurance:
 \$.20/sf
 \$257

 Utilities
 \$.25/sf:
 \$321

 Maint/Payroll
 \$.75/sf:
 \$964

 Management
 5%:
 \$875

 Prof Fees:
 \$.10/sf:
 \$129

 Reserve
 \$.30/sf:
 \$386

Total Operating Expenses: (\$2,932)
Net Operating Income: \$14,567

Cap Rate: 0.075 + .033 = 0.108

Indicated Rental Value: \$134,880

® \$135,000

Central Square Villas Floor Plan B - Middle Unit

Income

1,266 sf @ \$1.17/sf = \$1,475/mo. X 12 = \$17,700 Less: Vacancy & Collection @ 5%: (\$885) Effective Gross Income: \$16,815

Expenses:

 Real Estate Taxes:
 (.033 added to cap rate)

 Insurance:
 \$.20/sf
 \$253

 Utilities
 \$.25/sf:
 \$317

 Maint/Payroll
 \$.75/sf:
 \$950

 Management
 5%:
 \$841

 Prof Fees:
 \$.10/sf:
 \$127

 Reserve
 \$.30/sf:
 \$380

Total Operating Expenses: (\$2,868)
Net Operating Income: \$13,947

Cap Rate: 0.075 + .033 = 0.108

Indicated Rental Value: \$129,139

® \$129,000

Central Square Villas Floor Plan C - Hybrid Unit

Income

1,413 sf @ \$1.12/sf = \$1,585/mo. X 12 = \$19,020 Less: Vacancy & Collection @ 5%: (\$951) Effective Gross Income: \$18,069

Expenses:

 Real Estate Taxes:
 (.033 added to cap rate)

 Insurance:
 \$.20/sf
 \$283

 Utilities
 \$.25/sf:
 \$353

 Maint/Payroll
 \$.75/sf:
 \$1,060

 Management
 5%:
 \$903

 Prof Fees:
 \$.10/sf:
 \$141

 Reserve
 \$.30/sf:
 \$424

Total Operating Expenses: (\$3,164)
Net Operating Income: \$14,905

Cap Rate: 0.075 + .033 = 0.108

Indicated Rental Value: \$138,009

® \$138,000

Central Square Villas Floor Plan C - End Unit

Income

1,381 sf @ \$1.14/sf = \$1,580/mo. X 12 = \$18,960 Less: Vacancy & Collection @ 5%: (\$948) Effective Gross Income: \$18,012

Expenses:

 Real Estate Taxes:
 (.033 added to cap rate)

 Insurance:
 \$.20/sf
 \$276

 Utilities
 \$.25/sf:
 \$345

 Maint/Payroll
 \$.75/sf:
 \$1,036

 Management
 5%:
 \$901

 Prof Fees:
 \$.10/sf:
 \$138

 Reserve
 \$.30/sf:
 \$414

Total Operating Expenses: (\$3,110)
Net Operating Income: \$14,902

Cap Rate: 0.075 + .033 = 0.108

Indicated Rental Value: \$137,981

® \$138,000

Central Square Villas Floor Plan C - Middle Unit

Income

1,366 sf @ \$1.11/sf = \$1,520/mo. X 12 = \$18,240 Less: Vacancy & Collection @ 5%: (\$912) Effective Gross Income: \$17,328

Expenses:

 Real Estate Taxes:
 (.033 added to cap rate)

 Insurance:
 \$.20/sf
 \$273

 Utilities
 \$.25/sf:
 \$342

 Maint/Payroll
 \$.75/sf:
 \$1,025

 Management
 5%:
 \$866

 Prof Fees:
 \$.10/sf:
 \$137

 Reserve
 \$.30/sf:
 \$410

Total Operating Expenses: (\$3,053)
Net Operating Income: \$14,275

Cap Rate: 0.075 + .033 = 0.108

Indicated Rental Value: \$132,176

® \$132,000

Central Square Villas Floor Plan D - End Unit

Income

1,270	sf @ \$1.01/sf = \$1,285/mo. X 12 =	\$15,420
Less: Vaca	ancy & Collection @ 5%:	<u>(\$771)</u>
Effective (Gross Income:	\$14,649

Expenses:

Real Estate Taxes:	(.033 added to cap rate)
Insurance: @ \$.20/sf	\$254
Utilities @ \$.25/sf:	\$318
Maint/Payroll @ \$.75/s	f: \$953
Management @ 5%:	\$732
Prof Fees: \$.10/sf:	\$127
Reserve @ \$.30/sf:	<u>\$381</u>

Total Operating Expenses:	<u>(\$2,765)</u>
Net Operating Income:	\$11,884

Cap Rate: 0.075 + .033 = 0.108

Indicated Rental Value: \$110,037

® \$110,000

Central Square Villas Floor Plan D - Middle Unit

Income

1240 (avg.) sf @ \$.99/sf = \$1,230/mo. X 12 = \$14,760 Less: Vacancy & Collection @ 5%: (\$738) Effective Gross Income: \$14,022

Expenses:

 Real Estate Taxes:
 (.033 added to cap rate)

 Insurance:
 \$.20/sf
 \$248

 Utilities
 \$.25/sf:
 \$310

 Maint/Payroll
 \$.75/sf:
 \$930

 Management
 5%:
 \$701

 Prof Fees:
 \$.10/sf:
 \$124

 Reserve
 \$.30/sf:
 \$372

Total Operating Expenses: (\$2,685)
Net Operating Income: \$11,337

Cap Rate: 0.075 + .033 = 0.108

Indicated Rental Value: \$104,972

® \$105,000

Central Square Villas
Floor Plan D - End Unit

Income

1,270 sf @ \$.96/sf = \$1,225/mo. X 12 = \$14,700 Less: Vacancy & Collection @ 5%: (\$735) Effective Gross Income: \$13,965

Expenses:

 Real Estate Taxes:
 (.033 added to cap rate)

 Insurance:
 \$.20/sf
 \$254

 Utilities
 \$.25/sf:
 \$318

 Maint/Payroll
 \$.75/sf:
 \$953

 Management
 5%:
 \$698

 Prof Fees:
 \$.10/sf:
 \$127

 Reserve
 \$.30/sf:
 \$381

Total Operating Expenses: (\$2,731)
Net Operating Income: \$11,234

Cap Rate: 0.075 + .033 = 0.108

Indicated Rental Value: \$104,019

® \$104,000

Central Square Villas
Floor Plan D - Middle Unit (8-Unit Bldg.)

Income

1237 (avg.) sf @ \$.95/sf = \$1,170/mo. X 12 = \$14,040 Less: Vacancy & Collection @ 5%: (\$702) Effective Gross Income: \$13,338

Expenses:

 Real Estate Taxes:
 (.033 added to cap rate)

 Insurance:
 \$.20/sf
 \$247

 Utilities
 \$.25/sf:
 \$309

 Maint/Payroll
 \$.75/sf:
 \$928

 Management
 5%:
 \$667

 Prof Fees:
 \$.10/sf:
 \$124

 Reserve
 \$.30/sf:
 \$371

Total Operating Expenses: (\$2,646)
Net Operating Income: \$10,692

Cap Rate: 0.075 + .033 = 0.108

Indicated Rental Value: \$99,000

® \$99,000

Central Square Villas Schedule B

Projected Budget for First Year of Condominium Operation Beginning November 1, 2009

	(200 Units)
Income	A
1. Common Charges	\$145.50
Total Annual Income	\$349,208
Projected Expenses	
2. Labor	0
3. Heat and Hot Water	19,778
4. Electricity	6,675
5. Water	26,907
6. Pool Maintenance and Supplies	3,232
7. Clubhouse Maintenance and Supplies	3,000
8. Clubhouse Fire/Security System	653
9. Landscaping	61,770
10. Snow Removal	35,126
11. Pond	1,305
12. Insurance	47,139
13. Management Fees	43,200
14. Legal Fees	1,500
15. Accounting and Audit Fees	1,250
16. New York State Franchise Tax	100
17. Contingency	3,963
Reserves	
18. Roadway & Walking Trail	8,588
19. Water & Sewer Line	4,107
20. Roof	37,117
21. Gutter	2,118
22. Brick	2,001
23. Siding & Trim	18,538
24. Exterior Wood Posts	6,438
25. Concrete	6,008
26. Mailbox	250
27. Fence	1,554
28. Street Lights	1,342
29. Tot Lot	2,060
30. Pool	1,642
31. Clubhouse	1,847
Total Projected Annual Expenses	\$349,208

Schedule B Footnotes

Central Square Villas

1. **Common Charges**: Projection base on the following monthly per unit assessment:

Number of Units:

200

Monthly Assessment:

\$145.50

2. <u>Labor</u>: No direct on-site employees have been planned for at the outset. All service work is to be performed by subcontractors.

- 3. Gas for Heat and Hot Water: As the unit owners will be individually metered and pay for the cost of gas for their heat and hot water directly to the provider, the common expenses associated with this item are for the pool and clubhouse. The estimate for heat and hot water for the clubhouse was determined through a Residential Energy Analysis Report prepared by Northwind Insulation, Inc. dated March 3, 2009. Calculations were based on an 80% efficient furnace and a 40-gallon hot water heater. The current rate for gas is .67 cents/ccf. The estimated cost for clubhouse heat and hot water is \$106 per month or \$1,267 per year. The estimate for heat and hot water for the pool was based upon written seasonal usage estimate from Bailey & Harris Architects dated February 26, 2009 and a rate fee summary from National Fuel Gas Distribution Corporation dated February 2009. The estimated cost for pool heat and hot water is \$3,587 per month or \$17,935 per year based on five (5) months of use. Therefore, the total estimated yearly cost for gas for common area heat and hot water is \$19,778. This figure includes 3% increase due to inflation. This figure does not include sales tax at 4.75%. Cost will vary slightly depending on usage, choice of supplier and rate. See Schedule B-1 for projected individual electricity costs.
- 4. Electricity: As individual unit owners will pay for the cost of their electricity directly to the provider, the common expenses associated with this item are for the estimated fourteen (14) street lights, pool and clubhouse. The estimate for electricity for the clubhouse was determined through a Residential Energy Analysis Report prepared by Northwind Insulation, Inc. dated March 2, 2009. The current rate for electricity is 12.635 cents/kWh. The estimated cost for clubhouse electricity is \$54 per month or \$648 per year. The estimate for electricity for the pool was based upon written usage estimate from Bailey & Harris Architects dated February 26, 2009 and current rate information provided by NYSEG (New York State Electric and Gas). The estimated cost for pool electricity is \$393 per month or \$1,966 per year based on five (5) months of use. The estimate for electricity for the exterior pool and clubhouse lighting was based upon written usage estimate from Marranca Electric, Inc. dated March 3, 2009 and current rate information provided by NYSEG. The estimated cost for exterior pool and clubhouse lighting is \$146 per month or \$1,752 per year. The estimate for electricity to illuminate fourteen street lights was based on current rate information provided by NYSEG. The estimated cost for street light electricity is \$176 per month or \$2,115 per year. Therefore, the total estimated yearly cost for common area electricity is \$6,675. This figure includes 3% increase due to inflation. This figure does not include sales tax at 4.75%. Cost will vary slightly depending on usage and choice of supplier. See Schedule B-1 for projected individual electricity costs.

Central Square Villas

5. Water: Based upon average usage and cost information provided by the Erie County Water Authority. The water demand is based upon an anticipated 2 persons per unit with an associated daily water use of 65 gallons per person. The resulting per unit water demand is then 130 gallons per day or 4,030 gallons per month. Hence, the total domestic water demand for all 200 units is 26,000 gallons per day or 806,000 gallons per month. Additionally, based upon written usage estimate from Bailey & Harris Architects dated February 26, 2009, the seasonal (May-September) water demand for the pool is 8,096 gallons or 1,620 gallons per month. This calculates the total monthly usage estimate for five (5) months of the year at 807,620 gallons and for the remaining seven (7) months of the year at 806,000 gallons. The current per meter rate for water is as follows:

First 210,000 gallons \$565.40 (minimum monthly charge)
Next 100,000 gallons \$2.86/1,000 gallons (flat rate)
Next 650,000 gallons \$2.54/1,000 gallons (flat rate)
Next 1,750,000 gallons \$2.33/1,000 gallons (flat rate)
Thereafter \$2.05/1,000 gallons (flat rate)

Central Square Villas has two (2) water meters. Therefore, the estimated yearly cost for water is \$26,907.00 (\$13,453.50 per meter). These figures include a 3% increase for inflation. These figures do not include sales tax at 4.75%.

- 6. <u>Pool Maintenance & Supplies</u>: Based upon written proposal, plus 8.75% sales tax, from Beauty Pools, 2000 Commerce Parkway, Lancaster, New York 14086, for commercial pool maintenance. This includes opening, closing, weekly cleanings and seasonal chemical supplies.
- Clubhouse Maintenance & Supplies: Estimate (based on Management Company's and Sponsor's prior experience) for general maintenance and supplies for the Condominium clubhouse.
- 8. <u>Fire and Security System</u>: Annual cost for fire and security system monitoring is based on proposal from Advanced Alarm, Inc., 1407 Niagara Street, Buffalo, New York 14213, dated February 27, 2009.
- Landscaping: Annual cost for summer landscaping maintenance is based on written proposal, plus 8.75% sales tax, received from Adams Nurseries, Inc., 5799 Genesee Street, Lancaster, New York 14086, dated March 12, 2009. Services to include seasonal lawn and standard landscaping bed maintenance.
- 10. <u>Snow Removal</u>: Annual cost for winter snow removal is based on written proposal, plus 8.75% sales tax, received from Adams Nurseries, Inc., 5799 Genesee Street, Lancaster, New York 14086, dated March 12, 2009. Services include snow removal from all roadways, parking areas, driveways, front porches and service walks. Service provided when snow accumulation is 2" or more.

- 11. <u>Pond</u>: Annual cost for pond maintenance is based on written proposal, plus 8.75% sales tax, received from Adams Nurseries, Inc., 5799 Genesee Street, Lancaster, New York 14086, dated March 12, 2009.
- 12. Insurance: Based on written estimate from John J. Grimaldi & Associates, Inc., 137 Summer Street, Buffalo, New York 14222 dated February 18, 2009. The insurance meets or exceeds the minimum requirements and includes each Unit Owner as an additional insured party. The coverage provided is adequate to cover the replacement cost on an agreed amount basis, which waives any co-insurance provision. (1) Blanket Building provides "all-risk" coverage for the full replacement value of the units and other improvements (without deduction for depreciation) under the "Single Family Concept" (i.e., covering the units as initially built including the wall to wall carpeting, lighting fixtures, bathroom fixtures, kitchen appliances, wall coverings and all machinery servicing the units and common facilities, excluding the land, foundations, personal property of Unit Owners and occupants and any improvements or alterations (including upgrading of appliances, kitchen cabinets, carpeting or lighting fixtures, built-ins and walls coverings) made by present or prior Unit Owners or occupants) in the amount of \$33,500,000. Annual premium \$41,200; \$2,500 deductible. (2) General Liability provides payment on behalf of the Board of Managers, Officers of the Condominium, Managing Agent and all Unit Owners, for all sums for which the insured shall become legally obligated to pay as damages because of bodily injury or property damage in the amount of \$1,000,000. Annual premium - included; no deductible. (3) Non-Owned Auto Hired Auto Liability provides protection against the exposure of the association from liability for operation of autos that it does not own or hire, or that it hires, rents, leases or borrows in the amount of \$1,000,000 per occurrence. Annual premium included; no deductible. (4) Fidelity Bond provides for loss sustained by the insured for any fraudulent or dishonest act of any Board Member, Officer, or Employee of the insured acting alone or in collusion with others and includes coverage for the Property Manager in the amount of \$50,000. Annual premium – included; no deductible. (5) Umbrella Liability provides excess liability for claims that exceed the coverage provided under Comprehensive General Liability, Worker Compensation and Automobile Liability in the amount of \$5,000,000. Annual premium - \$3,377; no deductible. (6) Workers Compensation provides statutory coverage for employees if injured while participating in a work activity for the Association. Annual premium - \$245; no deductible. (7) Director & Officers Liability provides coverage for sums for which the insured is legally obligated to pay as damages because of wrongful acts committed by Officers and Directors solely in the conduct of their management responsibilities for the Condominium Association in the amount of \$1,000,000. Annual premium - \$2,317; no deductible. Total premium - \$47,139.00. Unit purchasers are advised that the Board of Managers is not required to obtain coverage for the personal property of the Unit Owner or occupant.

- 13. Management Fees: Based upon written estimate from Harmon Homes Realty, Inc., 1281 Seneca Creek Road, West Seneca, New York 14224, dated February 18, 2009, which will act as Managing Agent of the Condominium Association. The fee is based upon the completion of 200 units at \$216.00 per unit.
- 14. <u>Legal Fees</u>: Estimate (based upon Sponsor's prior experience) to provide consultation services to the Board of Managers on such items as legal documents and interpretation thereof, delinquent assessments collections, rule enforcement, etc.
- 15. <u>Accounting and Audit Fees</u>: Based upon written estimate from David M. Lorka, CPA, 664 Center Road, West Seneca, New York 14224, dated February 15, 2009, for preparation and filing of year-end statements and tax returns. So long as Sponsor retains control of the Board of Managers of the Condominium, the annual financial statements of the Condominium will be audited.
- 16. <u>New York State Franchise Tax</u>: Based upon New York State Department of Taxation and Finance that the Condominium is liable for the payment of the minimum New York State Franchise Tax.
- 17. <u>Contingency</u>: Miscellaneous reserve for unanticipated expenses for the day to day operations of the Condominium based on 2% of the total estimated expenses, excluding reserves, utilities and franchise tax.
- 18. Roadway and Walking Trail Reserve: Based upon estimate received from Cimato Bros. Construction, Inc., 9220 Transit Road, East Amherst, New York 14051, dated February 5, 2009 for required reserves for pavement maintenance, plus 3% due to inflation, 8.75% sales tax and a life expectance of 15 years.
- 19. <u>Water and Sewer Line Reserve</u>: Based upon estimate received from Cimato Bros. Construction, Inc., 9220 Transit Road, East Amherst, New York 14051, dated February 5, 2009 for water and sewer line maintenance, plus 3% due to inflation, 8.75% sales tax and a life expectance of 15 years.
- 20. <u>Roof Reserve</u>: Reserve based upon written estimate from RGGT, LLC, 6495 Transit Road, Bowmansville, New York 14026, dated March 3, 2009, plus 3% increase for inflation and a life expectancy of 25 years.
- 21. <u>Gutter Reserve</u>: Reserve based upon written estimate from RGGT, LLC, 6495 Transit Road, Bowmansville, New York 14026, dated March 4, 2009, plus 3% increase for inflation and a life expectancy of 50 years.

- 22. <u>Brick Reserve</u>: This reserve is based upon written estimate from Carlo Zavatti Construction, Inc., 28 Brookedge Road, Depew, New York 14043, dated February 25, 2009 for current replacement costs, plus 3% increase due to inflation, and a life expectancy of 100 years.
- 23. <u>Siding and Trim Reserve</u>: Reserve based upon written estimate from RGGT, LLC, 6495 Transit Road, Bowmansville, New York 14026, dated March 4, 2009, plus 3% increase for inflation and a life expectancy of 50 years.
- 24. Exterior Wood Posts: Reserve based upon written estimate from Michael Marrano Home Services, 530 Lein Road, West Seneca, New York 14224, dated February 25, 2009, plus 3% increase for inflation and a life expectancy of 8 years.
- 25. <u>Concrete Reserve</u>: Reserve based upon written estimate from RJ Concrete Construction LLC, 11254 Bullis Road, Marilla, New York 14102, dated February 25, 2009, plus 3% increase for inflation, and a life expectancy of 24 years. This reserve is for the replacement of the front porch, step(s) and service walk.
- 26. <u>Mailbox Reserve</u>: This reserve (based upon Sponsor's prior experience) is established to cover maintenance costs such as painting and replacement siding or roof shingles.
- 27. <u>Fence Reserve</u>: This reserve is based upon initial installation costs, plus 3% increase due to inflation, and a life expectancy of twenty (20) years.
- 28. <u>Street Light Reserve</u>: This reserve is based upon initial installation costs, plus 3% increase due to inflation, and a life expectancy of fifteen (15) years.
- 29. <u>Tot Lot Reserve</u>: This reserve is based upon initial installation costs, plus 3% increase due to inflation, and a life expectancy of fifteen (15) years.
- 30. <u>Pool Reserve</u>: This reserve is based on information provided by Beauty Pools, Inc., 2000 Commerce Parkway, Lancaster, New York 14086, regarding equipment replacement costs and typical life spans. A 3% increase due to inflation and 8.75% sales tax was added to the total amount.
- 31. <u>Clubhouse Reserve</u>: Reserve based upon written replacement estimates for various components of the clubhouse. Total reserve amount includes 3% increase due to inflation and 8,75% sales tax.

Central Square Villas

The projected Budget is based upon the twelve (12) month period commencing on November 1, 2009. If the first closing of a Unit does not occur by November 1, 2010, Purchasers will be offered rescission. If the actual or anticipated date of commencement is delayed more than six (6) months from November 1, 2009, the Plan must be amended to include a revised Budget disclosing current projections. If such amended projections exceed the original projections by 25% or more, the Sponsor must offer all Purchasers the right to rescind and a reasonable period of time that that is not less than 15 days after the date of presentation to exercise the right. Sponsor must return any deposit or down payment to Purchasers who rescind within a reasonable period of time. Sponsor may not declare the Plan effective where there are any material changes to the Budget if the changes have not been disclosed by a duly filed amendment to the Offering Plan.

Central Square Villas Schedule B-1

Budget for Individual Energy Costs

Projected Budget for Individual Energy Costs for Year Commencing November 1, 2009

Unit A (4,038 or 1,046 Square	e Feet)	
(1) Heat and Hot Water	\$1,218-\$1,272 per year	\$102-\$106 per month
(2) Electric	\$840-\$900 per year	\$70-\$75 per month
(3) Electric (with A/C)	\$1,140-\$1,200 per year	\$95-\$100 per month

Unit B (1,266, 1,285 or 1,316	Square Feet)	
(1) Heat and Hot Water	\$1,171-\$1,267 per year	\$98-\$106 per month
(2) Electric	\$840-\$900 per year	\$70-\$75 per month
(3) Electric (with A/C)	\$1,140-\$1,200 per year	\$95-\$100 per month

Square Feet)	第120 名为 图图 2 提出。
\$1,212-\$1,299 per year \$840-\$900 per year \$1,140-\$1,200 per year	\$101-\$108 per month \$70-\$75 per month \$95-\$100 per month
	\$1,212-\$1,299 per year

(1,236, 1,238, 1,243 or 1,270 Square Feet)、多篇的意思是是多数的。
at and Hot Water \$1,150-\$1,257	per year \$96-\$105 per month
ctric \$840-\$900 pe	r year \$70-\$75 per month
ctric (with A/C) \$1,140-\$1,200	per year \$95-\$100 per month
•	•

- (A1) The estimate for the cost of gas heat and hot water was determined through a Residential Energy Analysis Report prepared by Northwind Insulation, Inc. dated March 3, 2009. The calculations are based on the unit having an 80% efficient furnace and a 40-gallon hot water heater. The current rate for gas is \$.67/ccf. The estimated average cost of heat and hot water is \$102-\$106 per month, or \$1,218-\$1,272 per year.
- (A2) The estimated cost of electricity usage is made on the basis of the average electricity usage estimated by NYSEG (New York State Electric and Gas) for a typical residence with 1,000-1,400 square feet of living space with gas heat and hot water. The current rate for residential electricity is 11.6800 cents/kWh. Assuming a monthly usage of approximately 500 kilowatt hours per month, the estimated average cost of electricity would be \$70-\$75 per month, or \$840-\$900 per year.

- (A3) The estimated cost of electricity usage when air conditioning is present is made on the basis of the average electricity usage estimated by NYSEG (New York State Electric and Gas) for a typical air conditioned residence with 1,000-1,400 square feet of living space with gas heat and hot water. Based upon the current rate of 11.6800 cents/kWh and assuming a monthly usage of approximately 700 kilowatt hours per month, the estimated average cost of electricity would be \$95-\$100 per month, or \$1,140-\$1,200 per year.
- (B1) The estimate for the cost of gas heat and hot water was determined through a Residential Energy Analysis Report prepared by Northwind Insulation, Inc. dated March 3, 2009. The calculations are based on the unit having an 80% efficient furnace and a 40-gallon hot water heater. The current rate for gas is \$.67/ccf. The estimated average cost of heat and hot water is \$98-\$106 per month, or \$1,171-\$1,267 per year.
- (B2) The estimated cost of electricity usage is made on the basis of the average electricity usage estimated by NYSEG (New York State Electric and Gas) for a typical residence with 1,000-1,400 square feet of living space with gas heat and hot water. The current rate for residential electricity is 11.6800 cents/kWh. Assuming a monthly usage of approximately 500 kilowatt hours per month, the estimated average cost of electricity would be \$70-\$75 per month, or \$840-\$900 per year.
- (B3) The estimated cost of electricity usage when air conditioning is present is made on the basis of the average electricity usage estimated by NYSEG (New York State Electric and Gas) for a typical air conditioned residence with 1,000-1,400 square feet of living space with gas heat and hot water. Based upon the current rate of 11.6800 cents/kWh and assuming a monthly usage of approximately 700 kilowatt hours per month, the estimated average cost of electricity would be \$95-\$100 per month, or \$1,140-\$1,200 per year.
- (C1) The estimate for the cost of gas heat and hot water was determined through a Residential Energy Analysis Report prepared by Northwind Insulation, Inc. dated March 3, 2009. The calculations are based on the unit having an 80% efficient furnace and a 40-gallon hot water heater. The current rate for gas is \$.67/ccf. The estimated average cost of heat and hot water is \$101-\$108 per month, or \$1,212-\$1,299 per year.
- (C2) The estimated cost of electricity usage is made on the basis of the average electricity usage estimated by NYSEG (New York State Electric and Gas) for a typical residence with 1,000-1,400 square feet of living space with gas heat and hot water. The current rate for residential electricity is 11.6800 cents/kWh. Assuming a monthly usage of approximately 500 kilowatt hours per month, the estimated average cost of electricity would be \$70-\$75 per month, or \$840-\$900 per year.
- (C3) The estimated cost of electricity usage when air conditioning is present is made on the basis of the average electricity usage estimated by NYSEG (New York State Electric and Gas) for a typical air conditioned residence with 1,000-1,400 square feet of living space with gas heat and hot water. Based upon the current rate of 11.6800 cents/kWh and assuming a monthly usage of approximately 700 kilowatt hours per month, the estimated average cost of electricity would be \$95-\$100 per month, or \$1,140-\$1,200 per year.

- (D1) The estimate for the cost of gas heat and hot water was determined through a Residential Energy Analysis Report prepared by Northwind Insulation, Inc. dated March 3, 2009. The calculations are based on the unit having an 80% efficient furnace and a 40-gallon hot water heater. The current rate for gas is \$.67/ccf. The estimated average cost of heat and hot water is \$96-\$105 per month, or \$1,150-\$1,257 per year.
- (D2) The estimated cost of electricity usage is made on the basis of the average electricity usage estimated by NYSEG (New York State Electric and Gas) for a typical residence with 1,000-1,400 square feet of living space with gas heat and hot water. The current rate for residential electricity is 11.6800 cents/kWh. Assuming a monthly usage of approximately 500 kilowatt hours per month, the estimated average cost of electricity would be \$70-\$75 per month, or \$840-\$900 per year.
- (D3) The estimated cost of electricity usage when air conditioning is present is made on the basis of the average electricity usage estimated by NYSEG (New York State Electric and Gas) for a typical air conditioned residence with 1,000-1,400 square feet of living space with gas heat and hot water. Based upon the current rate of 11.6800 cents/kWh and assuming a monthly usage of approximately 700 kilowatt hours per month, the estimated average cost of electricity would be \$95-\$100 per month, or \$1,140-\$1,200 per year.

It should be noted that persons of varying needs and standards of comfort would occupy the units. Therefore, the actual amount of energy used by the unit occupants may vary substantially from the estimates presented herein.

The estimates set forth above do not include sales tax or inflation factors. Sales tax of 4.75% plus a reasonably anticipated annual increase of 3% to meet any rate increase that may occur should be added to the estimated energy costs.

BLOCK, COLUCCI, LONGO, P.C.

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MARK J. LONGO, ESQ. President/CEO ANTHONY J. COLUCCI, JR., ESQ. Senior Counsel

June 1, 2009

The Marrano/Marc Equity Corporation 2730 Transit Road West Seneca, New York 14224

RE: OPINION RE: COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

CENTRAL SQUARE VILLAS

339 PLEASANT VIEW DRIVE, LANCASTER, NEW YORK

To Whom It May Concern:

The undersigned is issuing this opinion to you for inclusion in the Offering Plan for Central Square Villas. This is an opinion regarding compliance with Real Property Law Section 339-i.

The undersigned is an attorney with over twenty years experience in the area of real property and in the representation of commercial and residential developers. In particular, I have represented developers in the acquisition, planning and sale of residential condominium developments. I have reviewed offering plans and documents related to the sale and purchase of condominiums and townhouses for personal clients and in my capacity as title insurance agent.

In addition to the undersigned's aforementioned expertise, I have consulted with Donald A. Griebner, President of Real Property Services, LLC and a New York State Certified General Real Estate Appraiser (ID#46-4373) relative to the opinion set forth herein.

The undersigned does not have a beneficial interest in the Sponsor or in the profitability of the project.

The method selected pursuant to Real Property Law Section 339-i in determining common interests appurtenant to each unit in Central Square Villas is as set forth in Real Property Law Section 339-i(1)(iii), in equal percentages, one for each unit, based on all units being of approximately the same size.

If you need additional information, please contact me.

Sincerely,

Mark J. Longo

CHANGES IN PRICES AND UNITS

The offering prices of all or any Units as set forth in Schedule A may only be changed by a duly filed amendment to this Offering Plan when the change in price is an across the board increase or decrease affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser. The Sponsor, however, may otherwise enter into an agreement(s) with Purchasers to sell one or more Units at prices lower than those set forth in Schedule A without filing an amendment, as prices are negotiable.

No change will be made in the size or number of Units and/or their respective percentages of common interest or in the size or quality of common elements except by amendment to the Plan and to the Declaration with the consent of all Unit Owners directly affected if the Declaration was filed prior to such change. If there is a material amendment to the Offering Plan that adversely affects Purchasers, the Sponsor will grant Purchasers a right of recission and a reasonable period of time that is not less than fifteen (15) days after the date of presentation to exercise the right.

Unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of the common elements.

If a Purchase Agreement has been executed and delivered to Sponsor for a particular Unit and the Purchaser is not in default, no change will be made in Unit size, layout or percentage of common interest directly affecting or servicing the Unit unless the Purchaser consents. Unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of the common elements.

INTERIM LEASES

Sponsor is not reserving the right to rent rather than sell Units. However, Sponsor may enter into pre-closing occupancy agreements or interim leases with Purchasers of Units for occupancy/rental prior to closing.

No rental protection laws are or will be applicable to interim leases.

An uncured default under the Purchase Agreement will be a default under any interim lease/pre-occupancy agreement, and an uncured default under any interim lease/pre-occupancy agreement will be a default under the Purchase Agreement. Before Sponsor may utilize a default under the interim lease/pre-occupancy agreement to declare a default under the Purchase Agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the interim lessee/occupant unless the interim lessee/occupant has vacated the Unit. An interim lessee/occupant must vacate any Unit so occupied after a default under the Purchase Agreement or rescission of the Purchase Agreement by the interim lessee/occupant within five (5) days after such default or rescission.

PROCEDURE TO PURCHASE

A person desiring to purchase a Unit will be required to execute a Purchase Agreement in the form contained herein and return it to the office of Sponsor, together with a check in the amount of the required deposit of five percent (5%) of the offering price, prior to the commencement of construction, made payable to the order of the escrow agent, as hereinafter described. Unless the Sponsor accepts the purchase offer by returning a signed copy of the Purchase Agreement within twenty (20) days after receiving same, the Purchase Agreement shall not become effective and the deposit shall be returned.

The Sponsor will comply with the escrow and trust fund requirements of General Business Law Section 352-e(2-b) and 352-h and the Attorney General's Regulations promulgated pursuant thereto, and all funds paid by Purchasers shall be handled in accordance with these statutes and Regulations.

Escrow, Trust Fund

All deposits, down payments or advances made by Purchasers prior to the closing of each individual transaction, whether received before or after the date of consummation of the Plan, will be placed, within five (5) business days after the agreement is signed by all necessary parties, in a segregated special escrow account of Block, Colucci, Longo, P.C., Attorneys, the escrow agent, whose address is One Niagara Square, Buffalo, New York 14202, and whose telephone number is (716) 854-4080. The sole signatory on this account authorized to withdraw funds is Mark J. Longo, Esq., an attorney admitted to practice law in the State of New York and a member of the law firm of Block, Colucci, Longo, P.C. The name of the account is "Central Square Villas Condominium Escrow Account" and is located at Citizens Bank, Buffalo, New York. All deposits, down payments or advances placed in the segregated special escrow account will be covered by the Federal Deposit Insurance Corporation to a maximum of \$250,000 per individual customer's segregated special escrow account until December 31, 2013. On January 1, 2014, the standard federal bank deposit insurance amount will return to a maximum of \$100,000 per individual customer's segregated special escrow account.

The account will be interest bearing and, unless the Purchaser defaults, interest will be credited to the Purchaser at closing. The interest rate to be earned will be the prevailing rate for these accounts which currently is 1.0%. Interest will begin to accrue within five (5) days after tender of the deposit. No fees of any kind may be deducted from the account principal or any interest earned thereon. All funds received from Purchasers, whether in the form of checks, drafts, money orders, wire transfers or other instruments which identify the payor, shall be made payable to or endorsed by the Purchaser to the order of "Central Square Villas Condominium Escrow Account" or "Block, Colucci, Longo, P.C. as Escrow Agent".

If the escrow agent is replaced or before funds are transferred to a new escrow account, this Plan must be amended to provide disclosure with respect to the new account, the escrow agent and the escrow agreement.

Within fifteen (15) business days after tender of the deposit submitted with the Purchase Agreement, the escrow agent will notify the Purchaser that such funds have

been deposited into the escrow account and will provide the account number and the initial interest rate. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the deposit, the Purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within ninety (90) days after tender of the deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited and requisite notice was timely mailed to the Purchaser in conformity with the Attorney General's Regulations.

Under no circumstances shall Sponsor apply to the Attorney General for release of the escrowed funds of a defaulting Purchaser until after consummation of this Plan.

The escrow agent will hold the funds in escrow until otherwise directed in (i) a writing signed by both Sponsor and Purchaser; or (ii) a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's Regulations; or (iii) a judgment or order of a court of competent jurisdiction.

If there is no written agreement between the parties to release the escrowed funds, the escrow agent will not pay the funds to the Sponsor until the escrow agent has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to the Sponsor unless the Purchaser has already made application to the Attorney General pursuant to the dispute resolution provisions of the Attorney General's Regulations and has so notified the escrow agent in accordance with such provisions.

The Sponsor will not object to the release of the escrowed funds to (i) a Purchaser who timely rescinds in accordance with an offer of rescission contained in this Plan or an amendment to the Plan; or (ii) all Purchasers after an amendment abandoning the Plan is accepted for filing by the Office of the Attorney General.

In the event of a dispute, the Sponsor shall apply and the Purchaser or the escrow agent holding the deposit in escrow may apply to the Attorney General for a determination on the disposition of the down payment and any interest earned thereon. The Sponsor MUST avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is included in Part II of this Offering Plan. The party applying for a determination must contemporaneously send to all other parties a copy of the application.

The Attorney General will act upon the application within thirty (30) days after its submission to the Office of the Attorney General, by either making a determination or notifying the parties that an extension of time in which to do so is necessary for stated reasons. Pending the determination of the Attorney General to grant or deny the application, the Sponsor, the Purchaser and the escrow agent shall abide by any interim directive issued by the Attorney General.

If the application permitting release of funds is granted, the deposit and any interest earned thereon shall be disposed of in accordance with the determination of the Attorney General, subject to any court action in which preliminary relief is granted. If the application seeking release of funds is denied, the escrow agent shall continue to hold the deposit and any interest earned thereon until (i) both Sponsor and Purchaser

direct payment to a specified party in accordance with a written direction signed by both Sponsor and Purchaser; or (ii) a judgment or order or a court of competent jurisdiction is served on the escrow agent; or (iii) the escrow agent deposits the disputed amount into court.

In no event shall the escrow agent release funds in dispute, other than a payment of such funds into court, until such dispute is finally resolved either by determination of the Attorney General or by order or judgment of a court of competent jurisdiction or by written agreement of the Sponsor and the Purchaser.

Included in Part II of this Plan is a copy of the Escrow Agreement between the Sponsor and the escrow agent which incorporates the terms of the Attorney General's Regulations.

The escrow agent will maintain all records concerning the escrow account for seven (7) years after release of funds. Upon the dissolution of the law firm escrow agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of the these records by the successor law firm and shall notify the Office of the Attorney General of such transfer.

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the escrow agent holding trust funds is absolutely void. The provisions of the Attorney General's Regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provisions in the Offering Plan or in a Purchase Agreement. Purchasers shall not be obligated to pay any legal or other expense of the Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to General Business Law Section 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the Plan does not relieve Sponsor from its obligations pursuant to General Business Law Section 352-h. Funds from the escrow account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

For purposes of this Offering Plan, "consummation of the Offering Plan" shall mean the filing of the Declaration and the first transfer of title to a Unit following a declaration of effectiveness by the Sponsor by an amendment to the Offering Plan and the acceptance for filing of the amendment by the Office of the Attorney General. "Consummation of the transaction" shall mean the closing of title of the Unit under contract or the termination of the Purchase Agreement pursuant to its terms and this Offering Plan. See "Effective Date of the Plan" section at page 68.

The Purchase Agreement and this Plan must comply with Section 71-a(3) of the Lien Law. Section 71-a(3) of the Lien Law provides that the initial advance pursuant to a contract for sale for a residential condominium unit shall, at the vendee's option, be

deposited within five (5) business days thereafter by the recipient in an interest bearing escrow account in a bank, savings bank or state or federal savings and loan association located in New York State.

Liquidated Damages in Event of Purchaser's Default

If a Purchaser defaults in the performance of the Purchaser's obligations under the Purchase Agreement and does not cure such default within five (5) business days after receipt of written notice from the Sponsor affording the Purchaser the opportunity to cure such default, Sponsor may, at its option, cancel the Purchase Agreement and refund Purchaser's down payment together with any interest earned thereon. If Sponsor does not elect to cancel the Purchase Agreement as provided in the preceding sentence, then, if Sponsor so elects, by giving further written notice to the Purchaser, Purchaser may be given an additional thirty (30) days following such second notice to cure such default. If the Purchaser does not cure such default within such thirty (30) day period, the Sponsor shall be entitled to cancel the Purchase Agreement and to recover as liquidated damages as follows:

- (a) The Sponsor would suffer damage by Purchaser's failure to take title in addition to the actual costs incurred by the Sponsor for any "extras", changes or modifications to the Unit which were contracted for by the Purchaser. As compensation to Sponsor, the Purchaser will be required to agree that the Sponsor shall be entitled to liquidated damages in an amount equal to ten percent (10%) of the offering price, excluding from the offering price solely for the purpose of computing liquidated damages the cost to the Purchaser of any "extras", changes or modifications to the Unit which were contracted for by the Purchaser. The Sponsor shall be entitled to retain towards payment of the liquidated damages the Purchaser's deposits, provided that in no event shall the Sponsor be entitled to retain any amount in excess of the liquidated damages; and
- (b) In addition, the Sponsor shall also be entitled to recover the actual costs incurred by the Sponsor for any "extras", changes or modifications to the Unit which were ordered by the Purchaser prior to any default.

Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared.

Notice in Advance of Closing Date

The Sponsor will give the Purchaser at least thirty (30) days prior written notice to close unless the 30-day notice provision is waived in writing by the Purchaser. Such notice will advise the Purchaser of the status of payment of common charges on the Unit, any such charges which will be payable at closing and when the Purchaser's first subsequent installment of common charges will be due and payable, including the amount thereof. The notice will also indicate to Purchaser that any balance owing on the purchase price of the Unit shall be payable at the time of closing.

Sponsor expects the first closing to occur on or about November 1, 2009. If such closing date is delayed for twelve (12) months or more, Purchasers will be offered rescission.

Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared.

Purchasers will not be required to sign a power of attorney to the Board of Managers of the Condominium giving it legal authority to make property, financial and other legal decisions on behalf of the Unit Owners.

At Sponsor's option, Purchasers will be afforded (i) not fewer than seven (7) days after delivering an executed Purchase Agreement together with the required deposit to rescind the Purchase Agreement and have the full deposit refunded promptly. The Purchaser must either personally deliver a written notice of rescission to the Sponsor within the seven (7) day period or mail the notice or rescission to the Sponsor and have the mailing postmarked within the seven (7) day period; or (ii) not fewer than three (3) business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement.

Risk of Loss

If a Unit is damaged or destroyed by fire or other casualty, the risk of such a loss remains with the Sponsor until legal title to the Unit has been conveyed to the Purchaser. If the Purchaser takes actual possession of the Unit pursuant to a lease or pre-closing occupancy agreement with the Sponsor, the Purchaser's risk of loss is limited to losses not covered by insurance and to Purchaser's possessions inside the Unit. A Purchaser in possession pursuant to a lease or pre-closing occupancy agreement with Sponsor should obtain his own insurance coverage to cover such limited risk of loss.

Financing Contingency

Unless the Purchaser is a "cash" buyer, the Purchaser's obligations to consummate the purchase shall be contingent on the Purchaser obtaining mortgage financing on terms as the Sponsor and Purchaser shall agree upon at the time of execution of the Purchase Agreement. The Purchaser will make application for such loan within five (5) days of the date Sponsor requests Purchaser to do so, or as specified in the Purchase Agreement, and will notify the Sponsor in writing when the mortgage application is made and when it is accepted. If the Purchaser is unable to obtain a commitment for such financing and the Sponsor has been notified of same within thirty (30) days from either the date application was made or by such other later date as has been agreed upon by Purchaser and Sponsor, then, in such case, either party may cancel the Purchase Agreement on written notice to the other within five (5) days thereafter, in which event the Sponsor shall return to the Purchaser all deposits made by the Purchaser together with any interest earned thereon. Once Purchaser receives such mortgage commitment as specified in the Purchase Agreement, the financing contingency shall be deemed forever waived.

The Purchase Agreement provides that prior to the start of construction, the mortgage financing contingency contained therein, if any, must be waived in writing by Purchaser.

If Purchaser's obligations are contingent on obtaining a financing commitment and the financing commitment lapses or expires prior to closing, and the Purchaser has made

a good faith effort to extend the commitment, Sponsor must grant to such Purchaser a right of recission and a reasonable period of time to exercise the right.

The Purchase Agreement and this Offering Plan shall not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under this Offering Plan or under Article 23-A of the General Business Law.

A copy of the Purchase Agreement is included in Part II of this Offering Plan.

Provisions of Offering Plan Control

Any conflict between the terms, provisions and conditions of this Offering Plan and those of the Purchase Agreement will be resolved in favor of the Offering Plan.

ASSIGNMENT OF PURCHASE AGREEMENTS

Sponsor shall not permit the assignment or transfer by Purchasers of Purchase Agreements without the prior written consent of Sponsor.

EFFECTIVE DATE OF THE PLAN

The Sponsor's offer to sell the Units is contingent on this Offering Plan being declared effective and on compliance with the relevant conditions and time periods described in this Offering Plan.

The Declaration and By-Laws will not be recorded and the closing of title to the first Unit will not take place unless and until the Plan has been declared effective.

The Sponsor will not declare the Plan effective until bona fide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Units offered under this Plan, i.e., 30 Units. When this has occurred, the Plan will be declared effective at the option of the Sponsor. The Sponsor must declare the Plan effective when Purchase Agreements are accepted for 80% of the Units offered, i.e., 160 Units.

This Plan may be declared effective by an amendment filed with the Office of the Attorney General or by written notice to all Purchasers followed within five (5) business days thereafter by the submission of an amendment to the Office of the Attorney General, together with an affidavit of service of such notice on all Purchasers, who shall be identified by name, address, Unit purchased, purchase price exclusive of "extras", and total purchase price.

The Plan may not be declared effective based on Purchase Agreements (i) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) with any Purchaser who is the Sponsor, the managing agent or is a principal of the Sponsor or the managing agent or to the Sponsor or the managing agent or to any principal of the Sponsor or the managing agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a principal of the

Sponsor may be included if the Sponsor has submitted proof satisfactory to the Office of the Attorney General establishing that the Purchaser is bona fide.

Sponsor shall submit to the Office of the Attorney General, if requested, copies of all Purchase Agreements (and any amendments or modification to such Agreements), within five (5) business days after the request is made.

This Plan may be abandoned by the Sponsor, at its option, before it is declared effective or before 80% of the Units, i.e., 160 Units, have been sold. If the Plan is abandoned, all Purchasers will be promptly notified and all monies paid by then under their respective Purchase Agreements will be promptly returned to them within fifteen (15) days, together with any interest earned thereon. If the Plan is abandoned, the Sponsor shall promptly file an amendment with the Office of the Attorney General confirming such abandonment, and file a notice of such abandonment on such form as the Attorney General may require explaining the reason for such abandonment and the disposition of all funds received.

Sponsor may not abandon the Offering Plan after the Plan has been declared effective by the filing of an amendment to the Offering Plan for any reason other than (i) a defect in title which cannot be cured without litigation or cannot be cured for less than a stated amount which shall not be less than one-half (½) of one percent (1%) of the total amount of the offering; or (ii) substantial damage or destruction of the buildings by fire or other casualty which cannot be cured for less than a stated amount which shall not be less than one-half (½) of one percent (1%) of the total amount of the offering; or (iii) the taking of any material portion of the Property by condemnation or eminent domain. Any stated dollar amount relied upon as a basis for abandonment after effectiveness must exclude any attorneys fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record.

TERMS OF SALE: CLOSING OF TITLE TO UNITS

The term "closing" refers to the procedure by which title to a Unit is actually conveyed by the Sponsor to a Purchaser. It involves the simultaneous delivery of a signed deed from Sponsor to Purchaser in exchange for the balance due on the purchase price. Also involved is the recording of the mortgage, if any, and the deed.

The closing of title to each Unit will take place only after or concurrently with the following events:

- 1. The issuance of a partial, temporary or permanent certificate of occupancy for the Unit to be conveyed.
- 2. The recording and filing of the Condominium Declaration, By-Laws, Map Cover and "as built" plans for the Condominium as required by Section 339-p of the New York Condominium Act, and such other documents as may be required by law.
- 3. The Purchaser has been (i) served with written notice of the closing date at least thirty (30) days prior to the date of which title to such Purchaser's Unit will close,

and (ii) given the opportunity to inspect the Unit and other property subject to the Declaration.

- 4. The Sponsor will deliver a deed in the form required by the Purchase Agreement, i.e., Condominium Unit Deed, suitable for recording. The Condominium Unit Deed is a bargain and sale deed with covenants against grantor's acts used for conveying condominium units. A form of Condominium Unit Deed is contained in Part II of this Offering Plan.
- 5. If existing mortgages or construction loans are not satisfied at the time of the closing of the first Unit, at the time of conveyancing of the first Unit, each mortgagee will either (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to unsold Condominium Units; (b) subordinate the lien of its mortgage to the Declaration of Condominium; or (c) release its lien on the Condominium Unit being conveyed and its interest in the common elements.
- 6. If a Unit is damaged or destroyed by fire, casualty or other cause that occurs before the closing of a Purchaser's Unit, the Sponsor is obligated to repair any damage from such fire, casualty or other cause. If the Purchaser takes actual possession of the Unit pursuant to a written agreement of early occupancy with Sponsor prior to the closing of the Purchaser's Unit, the Purchaser's risk of loss is limited to losses not covered by insurance and to Purchaser's possessions inside the Unit. The Purchaser should obtain his own insurance coverage to cover such possessions at the time of taking possession of the Unit.
- 7. Title to each Unit and its appurtenant interest in the common elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than the standard liens, encumbrances and other title exceptions set forth in the Purchase Agreement and the proposed Condominium Unit Deed both of which are included in Part II of this Offering Plan.
- 8. All personal property located within the Unit on the date the Purchase Agreement is signed or located within the common elements on the date the Declaration is filed that is owned by the Sponsor or the owner of the Property is included in the conveyance unless specifically excepted in this Offering Plan.
- 9. The Sponsor will assign to the Purchaser all assignable manufacturer warranties with respect to equipment and appliances installed in such Purchaser's Unit, and will assign to the Board of Managers all such assignable warranties with respect to equipment and appliances installed in the common elements, if any.
- 10. The Offering Plan has been amended to disclose that it has been declared effective.

UNIT CLOSING COSTS AND ADJUSTMENTS

Sponsor's Costs

Prior to the first closing or in conjunction with individual Unit closings, the Sponsor will pay for the following:

- 1. Obtaining and recording any release of the Unit and its appurtenant interest in the common elements from the lien of any mortgage (such as a mortgage to secure repayment of construction financing) not assumed by the Unit Purchaser; and
- 2. Continuing the master title search of the Condominium Property to the date of closing.

Purchaser's Costs

Each individual Purchaser shall be responsible for the cost of the following:

- 1. Recording the deed to the Purchaser and Equalization form (approximately \$130.00);
- 2. Recording of any mortgage obtained by Purchaser (approximately \$140.00);
- 3. Mortgage tax on any mortgage obtained by Purchaser (3/4 of 1% of mortgage amount plus a special mortgage tax of 1/4 of 1%);
- 4. Attorney's fees and expenses of any lender granting Purchaser a mortgage;
- 5. Judgment search required by any lender granting Purchaser a mortgage (approximately \$40.00);
- 6. Reimbursement to Sponsor for any mortgage tax credit granted to the Purchaser pursuant to Section 339-ee(2) of the New York Condominium Act by virtue of Sponsor having previously paid a mortgage tax in connection with construction financing (the difference between the mortgage tax as if no credit was applied as per (3) above and the amount of mortgage tax actually paid on Purchaser's mortgage);
- 7. Any "points", "origination fees" or appraisal fees charged by Purchaser's mortgage lender (the amount of such fees varies from lender to lender);
- 8. The cost of title insurance required by Purchaser's mortgage lender and the cost of "fee" or owner's title insurance obtained at the option of Purchaser. (For current title insurance rates, see New York Title Insurance Rates at page 73);
- 9. New York State transfer tax ("deed stamps") to be placed on the deed from Sponsor to Purchaser (\$9.00 for each \$1,000.00 of the purchase price less the amount of any mortgage assumed by the Purchaser). Purchaser's obligation to pay this tax is considered additional consideration to Sponsor;
 - 10. Sponsor's \$100.00 advance of initial working capital;

- 11. The fee of the Purchaser's attorney, if any. (The amount of such fee shall be as agreed upon between Purchaser and Purchaser's attorney.);
- 12. If applicable, adjustments for taxes, water and sewer charges and common charges as described in the following section;
- 13. Recording of a Power of Attorney designating some named person to sign closing documents on a Purchaser's behalf, if necessary (approximately \$50.00).
- 14. Any costs incurred relative to certifying surveys for a mortgage lender, typically \$135.00 per certification;
- 15. Any interim interest payable to a lender accrued from the date of closing to the end of the month;
- 16. Any appraisal fee payable to a lender (the amount of such fee varies from lender to lender); and
- 17. Any inspection fee payable to a lender (the amount of such fee varies from lender to lender.

The following is an example of <u>estimated</u> closing costs on a hypothetical closing. Sponsor does not guarantee these estimated costs and advises Purchasers to consult with an attorney as actual costs may vary from one closing to another. The example assumes the Purchaser is purchasing a Unit for the total price of \$225,000 and obtaining 80% financing, i.e., a \$180,000 mortgage, from a lender at 6% interest:

(3) Mortgage Tax \$ 1,775.00 (4) Lender's Attorney Fees \$ 600.00 (5) Judgment Search \$ 40.00	
(6) Mortgage Tax Credit Cannot be estimated	l
(7) Points Cannot be estimated	l
(8) Owner's Title Insurance \$ 1,037.00	
(8a) Mortgage Title Insurance	
(simultaneous rate) \$ 260.00	
(9) Transfer Tax \$ 2,025.00	
(10) Working Capital Contribution \$ 100.00	
(11) Purchaser's Attorney Fees \$ 500.00	
(12) Apportionment of Taxes, Water	
and Sewer Charges Cannot be estimated	l
(13) Power of Attorney \$ 50.00	
(14) Survey Certification \$ 135.00	
(15) Interim Interest Cannot be estimated	l
(16) Appraisal Fee \$ 250.00	
(17) Inspection Fee \$ 100.00	
(18) Total \$ 7,142.00	

New York Title Insurance Rates

Zone 1

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Erie, Essex, Franklin, Fulton, Genesee, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming and Yates Counties

Amount	of I	nsurance	Owner	Loan	
	-	35,000	356.00	299.00	
35,001	-	50,000	356.00 + 7.92 / 1,000	299.00 + 6.61 / 1,000	
50,001	- }	100,000	474.80 + 4.94 / 1,000	398.15 + 4.10 / 1,000	
100,001	-	500,000	721.80 + 3.98 / 1,000	603.15 + 3.31 / 1,000	
500,001	-	1,000,000	2,313.80 + 3.56 / 1,000	1,927.15 + 2.96 / 1,000	
1,000,001	-	5,000,000	4,093.80 + 3.25 / 1,000	3,407.15 + 2.71 / 1,000	
5,000,001	-	10,000,000	17,093.80 + 2.96 / 1,000	14,247.15 + 2.47 / 1,000	
10,000,001	-	15,000,000	31,893.80 + 2.76 / 1,000	26,597.15 + 2.31 / 1,000	
15,000,000	-		45,693.80 + 2.48 / 1,000	38,147.15 + 2.07 / 1,000	

Simultaneous Mortgage

When Owners* and Mortgage Policies are being issued pursuant to the same closing, the Mortgage Policy shall be issued at a reduced rate known as the Simultaneous Mortgage Rate.

The Owners* Policy is charged the full Owners Rate and the Simultaneous Mortgage Policy is charged at 30% of the applicable Mortgage Rate up to the amount of the Owners Policy, Any excess is charged at the full Mortgage Rate.

If Purchaser does not obtain a mortgage loan, the estimated closing costs would be reduced by eliminating items 2, 3, 4, 6, 7, 8a, 14, 15, 16 and 17 above. If Purchaser does obtain a mortgage loan, there may be additional costs for items 6, 7 and 15 above. These total closing costs can vary dramatically depending upon the lender chosen by Purchaser and the type of loan to be taken. In addition, a Purchaser who elects financing may be required to make an escrow deposit for real estate taxes, insurance or other expenses, as required by the lender, and may also be required to provide flood insurance for the benefit of the mortgage lender.

The Purchaser is not required to pay any portion of the fee of Sponsor's attorney.

Adjustments at Closing for Taxes and Common Charges

Real estate taxes for each Unit for the tax year in which title closes and common charges for each Unit for the month in which title closes will be apportioned between Sponsor and Purchaser as of the date of closing except that, if the closing is adjourned or delayed for more than fifteen (15) days because Purchaser is not ready to close, adjustments shall be made as of the date originally fixed by Seller for closing. In the event that a Unit has not been separately assessed by the closing date for the then current tax fiscal year, the Sponsor will place in escrow an amount equal to the unpaid real estate taxes and fees and charges which are projected to be levied against the entire Condominium Property for the six (6) month period following the first closing or until the Units are separately assessed, whichever period is shorter. The Sponsor will pay the real estate taxes and fees and charges from the escrow account when they are due and payable and shall be entitled to reimbursement from the Unit Purchaser for any taxes and fees and charges paid on the Unit owned by such Purchaser applicable on a pro rata basis to the period of such Purchaser's ownership. Such reimbursement shall be payable at closing or, if not determinable at such time, will be added as an assessment chargeable to such Unit which the Board of Managers will collect and remit to Sponsor.

RIGHTS AND OBLIGATIONS OF SPONSOR

- 1. The Sponsor fully intends to sell all of the Units in Central Square Villas and is not reserving the right to rent rather than sell Units.
- 2. The Sponsor will not be obtaining any construction financing for this project. The project will be completed using Sponsor's funds and other lines of credit.
- 3. The Sponsor will build and complete the construction of the Condominium in accordance with the building plans and specifications set forth in Part II of this Offering Plan. The Sponsor reserves the right to substitute equipment or materials and to make modifications of layout or design; provided, however, that the Sponsor may not (i) substitute equipment or materials of lesser quality or design; or (ii) change the size or location of the Units or other improvements or common elements if such substitutions or changes affect the percentage of common interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect, unless all affected Unit Owners and contract vendees consent in writing to such change. Affected contract vendees are given the right to rescind and receive a refund of any deposit or down payment.

- 4. Prior to closing the first Unit, the Sponsor must obtain a permanent Certificate of Occupancy for the Condominium Property or, alternatively, obtain a temporary, partial or conditional Certificate of Occupancy for the Unit to be closed. The Sponsor and the principals of the Sponsor will obtain a permanent Certificate of Occupancy for the Condominium Property not later than one (1) year after the issuance of the temporary, partial or conditional Certificate of Occupancy. The date or dates of the permanent certificates shall not be later than the expiration date of any temporary, partial or conditional Certificate of Occupancy or of any extension of any temporary, partial or conditional Certificate of Occupancy for such Property or Unit.
- 5. If the closing of Units takes place prior to the issuance of a permanent Certificate of Occupancy, the Sponsor will obtain a temporary Certificate of Occupancy and will retain all deposits and funds in a segregated special escrow account as required by Sections 353-e(2)(b) and 352-h of the New York General Business Law unless (i) the Sponsor's engineers or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent Certificate of Occupancy, in which case the sum exceeding the amount so certified by the Sponsor's engineers or other qualified expert may be released from the special escrow account, or (ii) the Sponsor deposits with an escrow agent an unconditional, irrevocable letter of credit or posts a surety bond in the amount so certified as the cost to complete. Prior to any election to use such irrevocable letter of credit or to post such bond, a duly filed amendment to this Offering Plan will be made by Sponsor.
- 6. Effective March 1, 1989, New York General Business Law Section 777-a went into effect. A full copy of this law is set forth on Part II of this Offering Plan at page 359. The law grants a "Housing Merchant Implied Warranty" to the buyers of most newly constructed dwelling units in New York State. The following is a brief summary of that law:

(a) Housing affected:

Newly constructed single-family homes and cooperative and condominium units in buildings of five stories or less.

(b) Coverage:

- (i) For one (1) year, the home must be free from defects caused by workmanship or materials that do not meet the standards of the applicable building code; for items not covered by code, the construction must be in accordance with locally accepted building practices.
- (ii) For two (2) years, the plumbing, electrical, heating, cooling and ventilation systems must be free from defects caused by unskillful installation.
- (iii) For six (6) years, the home must be free from physical defects in the structural elements (foundation, floors, walls, roof framing) which make it unsafe or unlivable.

(c) Not covered:

- (i) A defect not caused by defective workmanship, materials or design.
- (ii) A patent defect which was obvious or would have been obvious upon inspection.
- (iii) Defects in items sold with the home, such as stoves, refrigerators, air conditioners, etc. There are implied warranties from the manufacturers of such goods which are described in other laws.

(d) Notice:

Buyers must give the Seller written notice of defects in their home not later than thirty (30) days after the end of the warranty period applicable to the specific defect.

(e) Limitation of the Warranty:

The Housing Merchant Implied Warranty can be limited. However, the limited warranty cannot permit construction which is below the standards of the applicable building code or below locally accepted building practices, and the limited warranty time periods cannot be shorter than those described above.

In this Offering Plan, the Housing Merchant Implied Warranty is limited as follows:

- (i) Warranty protection is limited to the first owner of the Unit.
- (ii) The warrantor will be the Builder/Seller.
- (iii) The time for commencement of a court action for breach of the Limited Warranty is limited.
- (iv) The manner in which notice is to be given in making a claim under the warranty is specified.
- (v) The Builder-Seller's rights to inspect, test and repair the Unit are defined.
 - (vi) Consequential and incidental damages are excluded.
 - (vii) The Builder-Seller's total liability is limited.

To effectuate such limitations, paragraph 14 of the Purchase Agreement reads as follows:

THE HOUSING MERCHANT'S IMPLIED WARRANTY, AS CONTAINED IN SECTION 777-a OF THE NEW YORK STATE GENERAL BUSINESS LAW,

WILL APPLY TO THIS AGREEMENT, EXCEPT AS LIMITED AND MODIFIED. SUCH LIMITS AND MODIFICATIONS ARE AS FOLLOWS:

- (i) The Limited Warranty extends to the initial Purchaser only.
- (ii) The Limited Warranty requires that a court action be brought to enforce any terms of the Limited Warranty or any right conferred on Purchaser by the giving of the Limited Warranty, and must be commenced within the time periods set forth in the Limited Warranty.
- (iii) The Limited Warranty provides a procedure which must be complied with when making any claim to Seller for repair and/or replacement. Failure to comply with this procedure will result in the loss of warranty coverage.
- (iv) The Limited Warranty provides Seller the right to inspect, test and repair any damage prior to the Purchaser being permitted to repair and/or replace the damage by use of an independent contractor.
- (v) The Limited Warranty excludes consequential and incidental damages.
- (vi) The Limited Warranty limits Seller's total liability under the warranty coverage provided.
- (vii) The Limited Warranty provides for arbitration in the event of a dispute. However, any decision resulting from such arbitration will not be binding on any party unless such party has consented in writing to be bound by such arbitration.

NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE IN CONNECTION WITH THIS AGREEMENT. THE TERMS OF THE LIMITED WARRANTY, INCLUDED IN THE OFFERING PLAN, ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

THE PURCHASER ACKNOWLEDGES THAT A WRITTEN COPY OF THE TERMS OF THE LIMITED WARRANTY HAS BEEN PROVIDED FOR THE PURCHASER'S EXAMINATION PRIOR TO THE TIME OF THE PURCHASER'S EXECUTION OF THIS AGREEMENT.

A copy of Sponsor's Limited Warranty is included in Part II of this Offering Plan.

- 7. The Sponsor will pay for all authorized and proper work involved in the construction and establishment and sale of the Condominium that Sponsor is obligated to complete under this Plan and will cause all mechanic's liens with respect to such construction to be promptly discharged or bonded.
- 8. The Sponsor has an obligation to defend any suits or other proceedings arising only out of any acts or omissions of the Sponsor and to indemnify the Board of Managers or Unit Owners because of any acts or omissions of the Sponsor, except that,

during the course of construction, to the fullest extent permitted by law, the Sponsor shall indemnify and hold the Purchaser harmless from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from Sponsor's construction and attributable to acts occurring during the course thereof; provided that such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the construction itself), and (ii) is caused in whole or in part by the negligent act or omission of the Sponsor, any contractor or subcontractor of Sponsor, anyone directly or indirectly employed by Sponsor or any contractor or subcontractor of Sponsor, or anyone for whose acts Sponsor or Sponsor's contractors or subcontractors may be liable. This indemnification obligation shall not be limited or precluded by any workers' compensation act, disability acts or other employee benefit acts.

- 9. The Sponsor will furnish to the Board of Managers a set of "as built" plans and specifications for the common elements, if any, promptly upon the completion of construction or the transfer of title to the first Unit, whichever last occurs.
- 10. The Sponsor has not posted a labor, materials and completion bond or other security to secure Sponsor's obligations to complete construction of the Condominium...
- estate taxes with respect to unsold Units which it owns, built or unbuilt. In the alternative, the Sponsor may, at its option, elect to assume all common expenses of operating the Condominium Property, including the cost of reserves, until such time as up to 60% of the Units are conveyed. Upon such election by the Sponsor, all common charges which otherwise would be assessed against each Unit and which otherwise would become the obligation of the Owner of each Unit shall not begin to accrue until the transfer of title to 60% of the Units or such earlier date as the Sponsor determines. The Sponsor has the financial resources to meet its obligations with respect to unsold Units. This Offering Plan will be amended immediately if there has been a material change in the financial position of the Sponsor which may jeopardize its ability to meet its financial obligations to the Condominium. Sponsor intends to fund its financial obligations to the Condominium from income from projected sales and cash infusions from the principals of the Sponsor if projected sales revenue proves insufficient.
- 12. The Sponsor shall procure fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in Schedule B and Schedule B Footnotes at page 51.
- 13. In the event of the dissolution or liquidation of Sponsor or the transfer of ten (10) or more Units or twenty percent (20%) or more of the total number of Units in the Condominium, whichever is less, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.
- 14. Pursuant to Section 7.03 of the Condominium Declaration (see Part II of this Plan), the Sponsor has a right with respect to the Condominium Property until the completion of the construction, marketing and sale of all Units to (i) grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes and conduits, (ii) use the Condominium Property

for ingress and egress to complete construction, (iii) use any of the Units to which title has not been transferred or with respect to which the Sponsor has permission from the Unit Owner, as a sales or rental center and to have prospective Purchasers or renters of Units visit such sales or rental center, and (iv) grant to itself or to others such easements and rights of way as may be reasonably needed for the orderly development of the Condominium. With respect to such rights, as provided in the Condominium Declaration, the Sponsor agrees to repair, within a reasonable time after the completion of development of the Condominium or the termination of such rights, whichever first occurs, any damage resulting and also to hold the Condominium harmless from all resulting liabilities. Further, Sponsor agrees not to interfere with the Unit Owners' use of their individual Units after conveyance of title unless necessary to complete construction or to rectify an emergency.

- 15. At or prior to the closing of a Unit, the Sponsor will assign to the Purchaser all assignable manufacturer's warranties with respect to equipment and appliances installed in such Purchaser's Unit, and will assign to the Board of Managers all such assignable warranties with respect to equipment and appliances installed in the common elements.
- 16. All representations under this Offering Plan, all obligations pursuant to the General Business Law and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed. The only obligations of the Sponsor which shall survive delivery of the deeds to Unit Purchasers (unless Sponsor dissolves or liquidates) are the following:
 - (a) The obligation to obtain the permanent Certificate of Occupancy as set forth in paragraph 4 above;
 - (b) The limited warranty as to defects in materials and workmanship as set forth in paragraph 6 above;
 - (c) The obligation to pay for all work and to discharge or bond all mechanics' liens as set forth in paragraph 7 above;
 - (d) The indemnity obligations as set forth in paragraph 8 above;
 - (e) The obligation to pay common charges and assessments as set forth in paragraph 11 above; and
 - (f) The obligation for repairs and indemnifications as set forth in paragraph 14 above;
 - (g) The obligation to pay taxes and other fees and charges for which monies were placed in escrow by the Sponsor because Units were not separately assessed prior to closing, which obligation is set forth in this Offering Plan in the section entitled "Closing Costs and Adjustments".
- 17. Prior to declaring this Offering Plan effective, the Sponsor will submit copies of approved building plans to the Office of the Attorney General.

18. Copies of this Offering Plan and all exhibits or documents referred to herein shall be available for inspection by prospective Purchasers and by all persons who shall have purchased Units offered by this Plan at the office of Sponsor's attorney, Block, Colucci, Longo, P.C., One Niagara Square, Buffalo, New York 14202, and shall remain available for such inspection for a period of six (6) years from the date the Declaration was recorded.

CONTROL BY SPONSOR

Notwithstanding anything to the contrary contained in this Plan, five (5) years from the date of the first Unit closing, so long as the Sponsor continues to own at least one (1) Unit, the Board of Managers may not, without the Sponsor's prior written consent, which consent shall not be unreasonably withheld, (i) except for necessary repairs, alterations, additions or improvements required by law or by any government agency or insurance company, make any addition, alteration or improvement to the common elements or to any Unit owned by the Sponsor, or (ii) increase the amount of proportion of the budget allocated to reserves, or (iii) borrow money on behalf of the Condominium, or (iv) reduce the quantity or quality of services or maintenance of the Property.

The Sponsor may not exercise veto control over expenses described in Schedule B of this Offering Plan at page 51, or other expenses required (i) to comply with applicable laws or regulations; or (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer. The Sponsor may exercise veto power over any other expenses for a period ending not more than five (5) years after the closing of the first Unit or whenever the unsold Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner.

So long as the Sponsor shall continue to own one (1) Unit, the Sponsor shall have the right to appoint one (1) of the members of the Board of Managers, but if the Sponsor exercises its right to so appoint, Sponsor may not cast its votes with respect to the Units which it owns for the other members of the Board. When the Sponsor no longer owns any Unit, and in any event after the fifth anniversary of the closing of title to the first Unit, it shall have no further right to appoint any members of the Board of Managers. Members of the Board of Managers elected or appointed by the Sponsor shall serve for a term of one (1) year.

BOARD OF MANAGERS

Under the By-Laws of the Condominium, its affairs will be managed by a Board of Managers. Until the first meeting of Unit Owners, the Board will consist of three (3) members designated by the Sponsor. Within thirty (30) days after the transfer of title to more than 50% of the Units or if sooner, five (5) years after transfer of title to the first Unit, the Sponsor shall notify all Unit Owners that the first annual meeting of the Unit Owners shall be held within thirty (30) days thereafter. At such meeting, a new three (3) member Board of Managers shall be elected, all of whom shall be Owner-occupants or members of an Owner-occupant's household who are unrelated to the Sponsor and its principals (subject to the right of the Sponsor to elect or appoint one member of the Board of Managers until Sponsor no longer owns any Unit, as provided below), and Sponsor shall turn over control of the Board of Managers. Thereafter, a majority of the Board of Managers must be Owner-occupants or members of an Owner-occupant's

household who are unrelated to the Sponsor and its principals. (See Condominium By-Laws.)

Other than persons elected or designated by the Sponsor, the term of office of the members of the Board of Managers shall normally be two (2) years or until their successors are elected, unless otherwise provided by amendment to the By-Laws, except that the term of office of two (2) of the three (3) members elected at the first meeting of the Unit Owners shall be fixed to expire at the next succeeding annual meeting (including any members of the Board appointed by the Sponsor), and the term of office of one (1) member of the Board elected at such first meeting shall be fixed to expire at the second succeeding annual meeting of the Unit Owners.

All members of the Board of Managers shall serve without compensation so long as the Sponsor owns more than 50% or more of the Units. Thereafter, the By-Laws may be amended to provide that the members of the Board be compensated for their service.

At any regular or special meeting of the Unit Owners, any one (1) or more of the members of the Board of Managers elected by the Unit Owners may be removed, with or without cause, by a majority of Unit Owners in number and in common interest other than the Sponsor, and a successor may then and there or at some later date be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. Members of the Board of Managers elected or appointed by the Sponsor may be removed without cause only by the Sponsor, but may be removed for cause by the Unit Owners in the same manner as any other member of the Board of Managers may be removed for cause. The successor to such removed Board member shall be appointed by the Sponsor.

Any officer of the Condominium may be removed, with or without cause, upon the affirmative vote of a majority of the members of the Board of Managers. (See Condominium By-Laws, Section 4.03.)

The initial directors and officers of the Board of Managers, their business address and their relationship to the Sponsor are as follows:

<u>Name</u>	Office	Business <u>Address</u>	Relationship to Sponsor, Principal of Sponsor and Sponsor's Attorney
Victor Martucci	President	2730 Transit Road West Seneca, NY 14224	Vice President of Sponsor
Michael Kreamer	Vice President/ Treasurer	2730 Transit Road West Seneca, NY 14224	Vice President of Sponsor
David DePaolo	Secretary	2730 Transit Road West Seneca, NY 14224	Vice President of Sponsor

Voting Rights of Members

Each Unit Owner, including the Sponsor, shall have one vote. Unless otherwise provided in the Declaration or in the By-laws, or required by law, the act of a majority of the Unit Owners present at a meeting at which there is a quorum shall be the act of the Owners.

Voting may be in person or by absentee ballot except that for a meeting at which Directors are to be elected, voting may be by absentee ballot only if the Board of Managers so provides.

The Board of Managers may establish voting procedures consistent with the provisions of the Declaration, the By-Laws and applicable laws.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sale and Lease of Units by Unit Owners

There are no restrictions upon the sale or resale of a Unit. Units can be sold or leased by a Unit Owner, provided that the Owner is not in arrears on the payment of common charges (except where payment of such unpaid common charges is paid by the grantee or provided for out of the proceeds of the sale) and that no lease term be for a period of less than that specified in the By-Laws, which shall initially be six (6) months. A Unit Owner is free to make a gift of the Unit owned to anyone during such Owner's lifetime or to devise the Unit by Will, or to have it pass by intestacy without any restriction. No Unit can be sold or leased without a simultaneous sale or lease of the undivided interest in the common elements. Additional restrictions or limitations on the sale or lease of Units may not be imposed unless and until an amendment to the Declaration allowing them is approved by the affirmative vote of a majority in number and common interest of all Owners of Units to which such restrictions or limitations will apply.

Any lease of a Unit shall provide for full compliance by the tenant with the Declaration, By-Laws and Rules and Regulations of the Condominium, and, if a tenant is in violation thereof at any time, the Board of Managers of the Condominium may send the Owner of the Unit which said tenant occupies written notice of such violation by certified or registered mail, return receipt requested. If the violation is not cured or eviction proceedings commenced against the tenant within seven (7) days after the Owner has received notice of such violation, or if the eviction proceedings are not reasonably diligently pursued thereafter, the Board of Managers may pursue any remedies which it may have under the Condominium Declaration, By-Laws or applicable law, including, but not limited to, an action for abatement or injunction, or the imposition of monetary and/or non-monetary penalties, the amount or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations.

Right to Mortgage Unit

Each Unit Owner has the right to mortgage his Unit without restriction. A Unit Owner who mortgages a Unit shall notify the Board of Managers in writing of the name and address of the mortgagee.

Purchasers are advised that in the current real estate market, banks and other lenders may impose restrictions on loans. Such restrictions may include requiring that a certain percentage (such as 35% or 50%) of the Units in a building be sold before the lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building where the percentage of Units purchased is lower than a lender's particular sales minimum. In addition, it may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to a lender's minimum sales requirements.

Payment of Expenses

The common charges shall be payable in monthly installments, unless the Board of Managers determines otherwise, and the amount payable by each Unit Owner shall be in the same relation to the aggregate of common charges to all Unit Owners as is proportionate to such Unit Owner's proportionate interest in the common expenses of the Condominium. Special assessments for common expenses shall be allocated in similar proportions, and payable as the Board of Managers shall determine.

A Unit Owner shall be liable for the payment of common charges and expenses (i) assessed or becoming due against his Unit during the period he owns the Unit, and (ii) assessed against the Unit prior to such ownership, if unpaid at the time he becomes the Owner of the Unit. No Unit Owner shall be liable for common charges and expenses assessed or becoming due against his Unit after his sale, transfer or conveyance of the Unit in accordance with the applicable provisions of the By-Laws. Any Unit Owner may, subject to the terms and conditions specified in the By-Laws, convey his Unit to the Board of Managers or its nominee on behalf of all other Unit Owners without any compensation, in which event such Unit Owner shall be exempt from common charges and expenses thereafter assessed.

If any common charge or assessment or any installment thereof is not paid within ten (10) days after its due date, the Board of Managers may impose a late charge or charges not to exceed five percent (5%) of the amount overdue. If the common charge, assessment or installment is not paid within thirty (30) days after its due date:

- (i) it shall bear interest from its due date at a rate to be fixed by the Board of Managers;
- (ii) upon ten (10) days notice to the Owner, the Board of Managers may accelerate the remaining installments of the assessment or common charge; and
- (iii) the Board may bring legal action against the Owner personally obligated to pay the same or foreclose the lien on such Unit in the manner provided in Section 339-aa of the New York Real Property Law. The cost of any such proceedings or other costs, including reasonable attorney's fees incurred in efforts to collect the past due common charges or assessments, shall be added to the amount of such common charge or assessment, accelerated installments, if any, late charges and interest. In any action to foreclose a lien on a Unit because of unpaid common charges, the Owner shall be required to pay a reasonable rental for the use of his Unit. The Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the New York Real Property Law on Units in

which Sponsor is more than 30 days in arrears of common charges while it is in control of the Board of Manager.

Under the provisions of Section 339-z of the Real Property Law of the State of New York, the Board of Managers on behalf of the Unit Owners shall have a lien on each Unit for unpaid common charges assessed against such Unit by the Board of Managers. Such liens shall be subordinate only to liens for (i) real estate, school and similar taxes and assessments on the Unit, and (ii) any prior mortgage liens encumbering the Unit. Any lien for unpaid common charges or assessments against a Unit shall be effective from and after the filing of a notice thereof and until all sums secured thereby with interest thereon shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six (6) year period), whichever may be earlier. Such liens may be foreclosed by a suit brought in the name of the Condominium or Board of Managers in like manner as the foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid common charges, without foreclosing the lien.

In the event of a foreclosure by the Board of Managers of a statutory lien on any Unit for unpaid common charges and expenses, and further, if the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid common charges and expenses, the unpaid balance shall be charged to all Unit Owners as a common expense. If there is any surplus remaining from the proceeds of a foreclosure sale after payment of the indebtedness, claims of third parties having liens against the Unit or security interests against the Owner's interest therein and all expenses of the sale, such surplus shall be paid to the Unit Owner.

Under the provisions of Section 339-kk of the New York Real Property Law, if a non-occupying Owner rents a Unit to a tenant and then fails to make payments due for common charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice from the Board of Managers to the tenant and the non-occupying Owner, all rental payments from the tenant shall be directly payable to the Condominium Board of Managers at the address listed on the notice. Where a majority of the Board of Managers has been elected by and among the Unit Owners who are in occupancy, the Board of Managers may elect not to require that rental payments be made payable to the Board of Managers. At such time as payment for common charges, assessments and late fees from the non-occupying Owner are once again current, notice of such fact shall be given within three (3) business days to the tenant and non-occupying Owner. Thereafter, all rental payments shall be made payable to the non-occupying Owner or a designated agent. A non-occupying Owner who disputes the Board's claim to rental payments shall be entitled to present facts supporting such Owner's position at the next scheduled meeting of the Board of Managers, which must be held within thirty (30) days of the date the Board receives notice that the Owner seeks to dispute such claim. Payment by a tenant to the Board of Managers made pursuant to Section 339-kk of the Real Property Law shall relieve the tenant from the obligation to pay such rent to the non-occupying Owner and shall be an absolute defense in any proceeding commenced by the non-occupying Owner against the tenant for nonpayment of rent.

The Board of Managers shall prepare a budget for the Condominium from time to time and at least once each year. At least fifteen (15) days prior to adoption, a copy of

the proposed budget shall be distributed to all Unit Owners. Copies of such budget shall be furnished to the Unit Owners and to such of their mortgagees as shall have requested the same.

In addition to the normal operating expenses of the Condominium, the budget shall provide for working capital, expenses of the Condominium and other sums required in conducting the affairs of the Condominium. Each Unit Owner (and such mortgagees as shall have requested same) shall be advised promptly after the adoption of each budget of the amount of Annual Charges payable by him for the period covered by such budget.

Schedule B of this Plan contains an estimate of the receipts and expenses for the first year of Condominium operation.

Occupancy and Use of Units

For protection of the value, character, quality and structural integrity of the Units, the Condominium Declaration and By-Laws provide that the use of the Units shall be restricted to and be in accordance with the following provisions:

- (a) Advertising and Signs. Except for signs erected by or with the permission of the Sponsor in connection with the initial development or sale of Units, no additional sign or other advertising device of any nature shall be placed for display to the public view on any Unit or limited common area or other portion of the Property including rights-of-way (including temporary signs advertising property for sale or rent.
- (b) Animals, Birds and Insects. Except for one (1) dog, one (1) house cat, fish, or birds in a cage, no animals shall be kept or maintained in any Unit or on any limited common area or other portion of the Property except with the written consent of the Board of Managers which may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, birds and insects, and (ii) prohibit certain types of animals, birds or insects entirely. No animal shall be permitted to run loose or be chained on Condominium Property, including limited common areas. Owners and/or occupants must accompany their pets and have their pets leashed at all times when on Condominium Property.
- (c) Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste materials (all of which are referred to herein as "trash") shall be kept, stored or allowed to accumulate outdoors on any portion of the Condominium Property, including limited common areas, except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours of a scheduled pickup to provide access to persons making such pickup. The Board of Managers may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property.

- (d) Noxious or Offensive Activities. No noxious or offensive activities shall be carried out on the Condominium Property, including the limited common areas, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the Owners or occupants thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort or welfare, (ii) be injurious to property, vegetation or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulations or other governmental law, ordinance or code.
- (e) Television and Radio Antennas. No outside television antenna shall be erected on any Unit or other portion of the Condominium Property, including limited common areas, except with the consent of the Board of Managers.
- (f) Residential Use Only. The Units shall be used for residential purposes and purposes incidental and accessory thereto, except the Sponsor may use or more Units or other portions of the Property for model homes and/or real estate office.
- (g) Commercial and Professional Activity on Property. No wholesale, retail, or any other business of any kind whatsoever, including a salon, studio, laboratory, home industry or medical or dental office, shall be conducted in or on any Unit, limited common area or other portion of the Property without the written consent of the Board of Managers or any Architectural Committee thereof, except (i) by the Sponsor in conjunction with the initial construction, development and sale of the Units, and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of any in-home office for purposes other than those set forth above.
- (h) Outside Storage. Outside storage or parking of commercial or recreational vehicles, camper bodies, boats and trailers shall not be allowed except as may be otherwise permitted by the Board of Managers (unless prohibited by the applicable zoning requirements).
- (i) Outdoor Repair Work. With respect to a Unit or limited common area appurtenant thereto, no extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on any such limited common areas.
- (j) Oversized, Commercial and Unlicensed Vehicles. Unless used in connection with the construction or sale of Units by the Sponsor, or the maintenance of the Property, or unless otherwise consented to by the Board of Managers, the following shall not be permitted to remain overnight on the Property: (i) commercial vehicles of a weight of two (2) tons or more; and (ii) unlicensed motor vehicles of any type.
- (k) Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted within the Property unless authorized by the Board of Managers.

- (l) Lease of Entire Unit Only. An Owner shall not lease any portion of a Unit (other than the entire Unit).
- (m) Snowmobiles. No snowmobiles, motor bikes or similar motor vehicles shall be operated on any portion of the Property except with the consent of the Board of Managers.
- (n) Oil and Mining Operation. No portion of the Property shall be used for the purpose of boring, drilling, refining, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth (except soil borings taken by the developer in connection with the improvement of said portion of the Property), and no derrick or other structure designed for use in boring for oil or natural gas or any other mineral shall be erected, maintained or permitted on any portion of the Property.
- (o) No fences, walls, swimming pools, storage sheds, playground apparatus or swing sets, satellite dishes (except as otherwise permitted by law), outbuildings or other structures of any kind whatsoever shall be placed or erected on any Unit or limited common area within Central Square Villas.
- (p) No changes, alterations, additions or modifications shall be made to the exterior of the Units or the limited common areas appurtenant thereto without the written consent of both the Sponsor, so long as the Sponsor shall retain title to any Units or Lots within Central Square Villas, and the Board of Managers of the Condominium or any Architectural Committee thereof.

Repair and Maintenance of the Property

The following maintenance, repairs and replacements shall be made by the respective Unit Owners at their own expense: (i) all maintenance, repairs and replacements to the interior of the Units and the attached garages, including, without limitation, all mechanical systems, all windows and doors, including the front entry door, patio door and all garage doors; (ii) all patios and decks, if any; (iii) all maintenance, repairs and replacements to gas, electric, cable and telephone wires, utility lines and conduits which service only one Unit, whether or not such pipes, wires and conduits are located within the Units or limited common areas appurtenant to such Unit; and (iv) all shrub beds and landscaped areas adjacent to the rear of their Units. Unit Owners are obligated to maintain their Units in good repair and overall appearance.

In the event a Unit Owner fails to make any required maintenance, repair or replacement which is necessary to protect any other Unit, the Board of Managers may make such repair (after the failure of the Unit Owner to do so, weather permitting, after ten (10) days written notice, or written or oral notice of shorter duration in the event of any emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance.

Obligation to Maintain Utility Service

Regardless of whether the Unit is occupied, the Owner thereof shall be obligated to maintain sufficient utility service to prevent damage to other Units. "Sufficient utility

service" as referred to herein shall be deemed to include maintenance of a minimum room temperature of 50° Fahrenheit when the outside temperature is 32° or lower. If such service is not maintained by the Owner, the Board shall have the right, if in its judgment damage might potentially result to other Units or to the common elements, to immediately arrange for such service, upon such notice to the Owner as is practical under the circumstances or without notice if notice is not practical. If such service must be arranged by the Board, any costs incurred shall be collectible in the same manner as common charges and shall constitute a lien on the Unit involved.

Additions, Alterations and Improvements

Unit Owners. No Unit Owner, other than the Sponsor, may make any structural addition, alteration or improvement in or to the exterior of his Unit or make any changes in or to the limited common areas appurtenant thereto without the prior written approval of both the Sponsor, so long as the Sponsor shall hold title to any Lot or Unit within Central Square Villas, and the Board of Managers, which shall not be required to give their approval with respect to any proposed work which, in the judgment of the Sponsor and the Board, may impair the aesthetic character or quality, structural integrity or value of the Unit or the limited common areas, considering the development as a whole. No application shall be filed with any governmental authority for a permit covering an addition, alteration or improvement to be made to a Unit or a limited common area unless approved in writing by the Board of Managers. The provisions of the paragraph shall not apply to a Unit owned by the Sponsor or its designee until a deed to such Unit has been delivered to a Purchaser thereof.

In connection with any installation or work done by a Unit Owner, as approved by the Board of Managers, the Board of Managers may require that the Unit Owner obtain such insurance coverage, and in such amounts, as the Board of Managers deems proper.

Board of Managers. Whenever in the judgment of the Board of Managers the common expenses shall require an increase of more than fifteen percent (15%) of the Condominium's current estimated annual budget and the making of such alterations or improvements shall have been approved by more than 66-2/3% in number and in common interest of the Unit Owners present in person and/or by proxy and voting at a meeting duly held in accordance with the By-Laws, the Board of Managers shall proceed with such increase and shall assess each Unit Owner with his proportionate share of the cost as part of the common expenses. Any increase costing less than fifteen percent (15%) of the Condominium's current estimated annual budget may be made by the Board of Managers without approval of the Unit Owners, and the cost thereof shall constitute part of the common expense. Any expenditure for an addition, alteration or improvement proposed to be made so long as the Sponsor owns at least one (1) Unit will require the written consent of the Sponsor. (See Section 8.10 of the Declaration in Part II of this Plan.)

Insurance Obtained by Board of Managers

The Board of Managers will obtain and maintain, to the extent reasonably obtainable and to the extent determined by the Board of Managers to be appropriate, the following insurance coverage: (1) fire and casualty (blanket building), (2) general liability,

(3) directors' and officers' liability, (4) fidelity bond, (5) workers' compensation, and (6) umbrella liability.

The Board of Managers may also obtain such other insurance as it shall deem necessary or desirable from time to time.

To the extent reasonably obtainable and to the extent the Board of Managers determines such coverages to be appropriate, the coverages shall be as follows:

1. **Fire and Casualty (Blanket Building) Insurance.** This insurance provides "All Risk" coverage for the full replacement value of the Units and other improvements (without deduction for depreciation) under the "Single Entity Concept", i.e., covering the Units as initially built including wall to wall carpeting, lighting fixtures, bathroom fixtures, kitchen appliances, wall coverings, and all machinery servicing the Units and common facilities, <u>excluding</u> the land, foundation, personal property of Unit Owners and occupants, and any and all improvements or alterations (including upgrading of appliances, kitchen cabinets, carpeting or lighting fixtures, built-ins and wall coverings) made by present or prior Owners or occupants.

Until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners, this fire and casualty insurance shall be in the amount of \$33,500.00, and may be thereafter changed by the Board of Managers from time to time as in its judgment may be appropriate.

The proceeds of all policies of physical damage insurance shall, as provided in the Condominium By-Laws, be payable to the Board of Managers or to an insurance trustee (bank, trust company, law firm or attorney) selected by the Board of Managers to be applied for the purpose of repairing, restoring or rebuilding unless otherwise determined by the Unit Owners as hereinafter set forth. The obligation to restore or reconstruct after damage due to fire or other casualty supersedes the customary right of a mortgagee to have the proceeds of insurance coverage applied to the mortgage indebtedness.

Each Unit Owner and such Owner's known mortgagee shall be a named insured on the policy and shall receive, at the time or purchase and at the time a new policy is obtained, or an existing policy renewed, a certificate evidencing proof of insurance coverage. Duplicate originals of the insurance policy shall be furnished to all known mortgagees of Units.

At the time of the filing of this Offering Plan, the Sponsor is advised that no portion of Central Square Villas is located in the currently designated flood hazard area. Therefore, no flood insurance will be obtained by the Sponsor or the Board of Managers.

2. General Liability Insurance Covering the Board of Managers, the Officers of the Condominium, the Managing Agent and All Unit Owners (but not the liability of Unit Owners arising from occurrences within such Owner's Unit or within or on any limited common area appurtenant to such Owner's Unit). This insurance provides payment for all sums for which the insured shall become

legally obligated to pay as damages because of bodily injury or property damage. Until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners, this public liability insurance shall be in the amount of \$1,000,000.00 covering claims for bodily injury and property damage and may be thereafter changed by the Board of Managers from time to time as in its judgment may be appropriate.

- 3. Directors' and Officers' Liability Insurance Covering "Wrongful" Acts of a Member of the Board of Managers or Officer of the Condominium. This coverage provides for funds to be available to defend suits against members of the Board of Managers and officers of the Condominium for their allegedly wrongful acts and to pay any claims which may result. The policy shall be on a "claims made" basis so as to cover all prior officers and members of the Board of Managers. The policy shall provide for "participation" by the members of the Board of Managers of the Condominium only to the minimum extent required by law or applicable governmental regulation. Until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners, the directors' and officers' liability coverage shall be in the amount of \$1,000,000.00, which amount may be subsequently modified by the Board of Managers as it may deem appropriate.
- 4. Fidelity Bond Covering All Members of the Board of Managers, Officers and Employees of the Condominium and the Condominium's Managing Agent. A fidelity bond is intended to protect the Board of Managers and Unit Owners against misappropriation, forgery, theft or other dishonest acts of any members of the Board of Managers, officers and employees of the Condominium and the Condominium's Managing Agent who handle or are responsible for Condominium funds. The bond shall be in an amount not less than the estimated maximum of funds, including reserves, owned by or under the control of the Condominium or Managing Agent at any given time. Until the first meeting of the Board of Managers elected by the Unit Owners, the coverage shall be \$50,000.00 for dishonest acts and forgery.
- 5. **Workers Compensation Insurance** provides statutory coverage for employees of the Condominium if injured while participating in a work activity for the Condominium.
- 6. **Umbrella Liability Insurance.** This coverage provides excess liability for claims that exceed the coverage provided under comprehensive general liability, workers compensation and automobile insurance.

See Schedule B Footnotes at page 52 for details of insurance coverage.

The deductible, if any, on any insurance policy purchased by the Board of Managers shall be a common expense; provided, however, that the Board of Managers shall assess against a Unit Owner any deductible amount for which liability is incurred as a result of any act or omission of such Unit Owner as a consequence of which such Unit Owner is directly or indirectly liable or responsible in accordance with the provisions of the Declaration.

Insurance Obtained by Unit Owners

The Sponsor suggests that Purchasers of Units obtain the following coverages which the Board of Managers does not provide or is not obligated to provide:

- 1. **Fire and Casualty Coverage** for (i) any upgrading, i.e., any replacement to the original construction of the Unit or equipment in the Unit which is of better quality, larger or more costly than a replacement to the item as installed in the Unit at the time it was initially offered for sale. Such upgraded items may include kitchen and bathroom flooring, carpeting, bathroom tile and fixtures, lighting fixtures, kitchen cabinets and wall coverings; (ii) any fixtures installed or improvements made to the Unit by the Unit Owner which are not replacements of items in the Unit at the time the Unit was initially offered for sale; and (iii) the personal property of the Unit Owner or occupants.
- 2. **Liability Coverage** for occurrences within the Unit or the limited common area appurtenant to the Unit owned by the Unit Owner.

Unit Purchasers may obtain such coverage by making arrangements with their own insurance agent or with the insurance agent for the Condominium (whose name is available from the Sponsor upon request).

Each policy obtained by an individual Unit Owner shall contain a waiver of the right of subrogation and shall provide that the liability of carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such insurance carried by any Unit Owner.

Unit Purchasers may also wish to obtain coverage for (i) living expenses in the event their Unit cannot be occupied because of a fire or other casualty, and (ii) their liability for any "deductible" or other loss for which such Unit Owner is or will be liable in accordance with the provisions of the Declaration.

Access Rights of Board of Managers

The Board of Managers, its agents, contractors and employees, shall have an easement and the right of access to the Units and limited common areas only for the purpose of: (i) making reasonable inspections; (ii) removing violations of the Declaration, By-Laws or Rules and Regulations of the Condominium therefrom; (iii) correcting any condition originating in a Unit and threatening another Unit or limited common area; (iv) making any maintenance or repair which an Owner is required to make and which such Owner has failed to make after ten (10) days written notice; or (v) complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof.

Obligation of Unit Owners to Comply with Declaration, By-Laws and Rules and Regulations of the Condominium

All Unit Owners, their tenants and any other Unit occupants are, pursuant to provisions of the Condominium Declaration and the Condominium By-Laws, obligated to comply with the provisions of such Declaration and By-Laws. The Condominium By-

Laws also require compliance with any rules or regulations promulgated by the Board of Managers in accordance with the Condominium Declaration or By-Laws.

In the event of the breach of any provision of the Condominium Declaration or Condominium By-Laws or the violation of any Condominium rule or regulation, the Board of Managers of the Condominium may (i) enter the Unit in which such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Condominium Declaration, Condominium By-Laws or Condominium rules and regulations, as the case may be, and the Board of Managers shall not be deemed thereby guilty in any manner of trespass; (ii) enjoin, abate or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (iii) establish a penalty as described below. Affected Unit Owners shall also have the right to enjoin, abate or remedy the continuance of a breach by appropriate legal proceedings at law or in equity. Prior to exercising such right, the Board of Managers or Unit Owners shall, if reasonably possible (except in case of emergency), notify the Owner and mortgagee (if known) of the Unit or Units involved and provide such period of time for the cure of such violation or breach as is provided in the Condominium By-Laws. (See Condominium By-Laws.)

If an action is successfully brought to extinguish a violation of any Condominium rule or regulation adopted by the Board of Managers or to successfully enforce the provisions of the Condominium Declaration or Condominium By-Laws, the cost of such action, including legal fees, shall become a binding personal obligation of the violator. If such violator is (1) the Unit Owner, or (2) any family member, tenant, employee, agent or guest or invitee of such Unit Owner, or (3) a family member, employee, agent or guest or invitee of the tenant of such Unit Owner, or (4) any employee, agent, guest or invitee of any person or entity identified in clauses 1-3 above, such cost shall also be a lien upon the Unit or Units of such Unit Owner. (See Condominium By-Laws.)

As an alternative to or in conjunction with an action at law or suit in equity, the Board of Managers may, with respect to any violation of the Condominium Declaration or By-Laws or of any rule or regulation of the Condominium and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against a Unit Owner or occupant shall be deemed an assessment against the Unit of such Owner and shall therefore be a charge and continuing lien upon such Unit, shall constitute a personal obligation of the Unit Owner, and shall be collectible in the same manner as Annual Charges and special assessments under the Condominium By-Laws.

RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS SUMMARY OF DECLARATION AND BY-LAWS

Composition, Election and Removal of Board of Managers of Condominium

The Board of Managers of the Condominium shall initially consist of three (3) persons designated by the Sponsor. At the first meeting of Unit Owners, which shall be held after the 30th day following (i) the transfer of title to more than 50% of the Units or

(ii) if sooner, five (5) years from the date of transfer of title to the first Unit, a new three (3) member Board shall be elected, all of whom shall be Owner-occupants or members of an Owner-occupant's household who are unrelated to the Sponsor and its principals except that, so long as the Sponsor shall continue to own one (1) Unit, the Sponsor shall have the right to appoint one of the members of the Board, in addition to the Sponsor's right to cast its vote for Unit Owners of its choice. Thereafter, a majority of the Board of Managers must be Owner-occupants or members of an Owner-occupant's household who are unrelated to the Sponsor or its principals. (See Condominium By-Laws.)

Nominations for election to the Board of Managers shall be made by a Nominating Committee which shall be appointed by the Board or from the floor at the annual meeting of Unit Owners. (See Condominium By-Laws.)

At the first meeting of Unit Owners to elect a new three (3) member Board, Board members shall be elected by the Unit Owners and/or the Sponsor, and for such terms as have been previously described in this Offering Plan and as are set forth in the Condominium By-Laws. Thereafter, all members elected by the Unit Owners shall serve for two (2) year terms. (See Condominium By-Laws.)

Members of the Board elected by the Unit Owners may be removed with or without cause by a majority of the Unit Owners, other than the Sponsor, at any regular or special meeting of Unit Owners. Any Board member whose removal has been proposed shall be given the opportunity to be heard at the meeting. Members of the Board of Managers elected or appointed by the Sponsor may be removed without cause only by the Sponsor but may be removed for cause by the Unit Owners in the same manner as any other member of the Board of Managers may be removed for cause. The Sponsor shall designate the successor to such removed member who was initially appointed by the Sponsor. (See Condominium By-Laws.)

Powers and Duties of Board of Managers

The Board of Managers of the Condominium shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Condominium Declaration or Condominium By-Laws may not be delegated to the Board of Managers by the Unit Owners. As set forth in the Condominium By-Laws Section 4.02, such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

- (a) Determination and levying of annual assessments and special assessments (common charges).
- (b) Collection, use and expending of assessment money to maintain, care for and preserve the Units and limited common areas as necessary.
- (c) Making of repairs, additions and improvements to or alterations of the Property as deemed necessary by the Board of Managers, or required by law or as a result of damage or destruction by casualty.

- (d) Entering into and upon the Units when necessary, with as little inconvenience to the Unit Owners as possible, in connection with the maintenance, care and preservation of the Property.
- (e) Obtaining and maintaining insurance for the Property in accordance with the provisions of the Declaration and By-Laws.
- (f) Borrowing money on behalf of the Condominium when required in connection with the operation, care and maintenance of the common elements, provided that at least 66-2/3% of Unit Owners in number and common interest consent if the borrowing is for a sum in excess of fifteen percent (15%) of the amount of the then current annual budget of the Condominium Association.
- (g) Adopting and amending reasonable rules and regulations governing the operating and use of the Property and delivering any such rules and regulations or amendments thereto to each Unit Owner.
- (h) Collecting delinquent assessments by suit or otherwise, abating nuisances, and the enjoining and/or seeking of damages for violations of rules and regulations.
- (i) Paying any taxes and filing tax returns required by the Condominium.
- (j) Employment and terminating the employment of employees and independent contractors, purchasing supplies and equipment, entering into contracts and generally having the powers of manager in connection with the above recited powers and duties.
- (k) Using its best efforts to cause compliance with all laws as may affect the Condominium.

Officers of the Condominium

The officers of the Condominium shall be the President, the Secretary and the Treasurer. They shall be elected annually by the Board of Managers. All officers must be members of the Board of Managers. The Board may remove any officer by the affirmative vote of a majority of Board members. (See Condominium By-Laws, Section 4.03.)

As provided in the Condominium By-Laws, Section 4.04 et seq., the duties of the Condominium officers shall be as follows.

President. The President shall (i) be the chief executive officer of the Condominium, (ii) preside at all meeting of the Unit Owners and of the Board of Managers, (iii) have all powers and duties which are reasonably appropriate to the fulfillment of the purposes of the Condominium and to the execution and enforcement of the Condominium By-Laws and rules and regulations and of the Declaration, including, but not limited to, the power to appoint committees from among the Unit Owners to assist in the conduct of the affairs of the Condominium.

Secretary. The Secretary shall (i) keep the minutes of all meetings of the Unit Owners and of the Board of Managers, (ii) record all votes and the minutes of all proceedings in a book to be kept for that purpose, (iii) have charge of such books and papers as the Board of Managers may direct, (iv) give, or cause to be given, notice of all meetings of Unit Owners and all special meetings of the Board of Managers, and (v) in general, perform all the duties as may be specified in the By-Laws. The Secretary shall also (i) take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act, and (ii) perform such other duties as the Board or the President shall from time to time determine.

Treasurer. The Treasurer shall (i) have the responsibility for Condominium funds including the collection and handling of common charges, (ii) be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, (iii) be responsible for the deposit of all monies and other valuable effects in the name of the Condominium in such depositories as may from time to time be designated by the Board of Managers, and (iv) in general, perform all duties as may be specified in the By-Laws.

Risks and Liabilities of Condominium Board of Managers, Officers and Unit Owners

Because the recorded Condominium Declaration gives the members of the Condominium's Board of Managers and the officers of the Condominium certain powers affecting the rights, interests, actions and property of Unit Owners, the officers and Board members are deemed to be in a fiduciary position.

Those in a fiduciary position are held to a higher standard of conduct than persons not in such position. Officers and Board members must discharge their duties (such as the enforcement of rules and regulations, collection and assessments and management of funds) in good faith and with a degree of diligence, care and skill which an ordinarily prudent person would exercise under like circumstances. A failure to act in such a manner which results in an illegal or tortuous act which the Board member or officer participated in or could have prevented but did not, could result in personal liability. Failure to exercise proper supervision can also be grounds for finding a breach of fiduciary duty and personal liability.

The Declaration and By-Laws of the Condominium include several provisions designed to protect or indemnify officers and Board members from personal liability, including the following:

- (a) The Condominium By-Laws provide that any contract or other commitment made on behalf of the Condominium by the Board of Managers or its officers shall state that the party executing such contract is doing so only as the agent for the Condominium and shall have no personal liability.
- (b) The Condominium By-Laws (Section 4.14) provide that neither Board members nor officers shall have any liability to Unit Owners for errors of judgment, negligence or otherwise, except for willful misconduct or bad faith and that the Unit Owners shall severally indemnify the Board members against any liability or claims except those arising out of bad faith.

- (c) The Condominium By-Laws (Section 9.01) provide for the obtaining of Board of Managers' and officers' liability insurance to have funds available to defend lawsuits against officers and/or Board members and to pay any judgments or liabilities that may result, including amounts paid in settlement of claims. So long as any Board member has been elected or appointed by the Sponsor, this coverage may not be obtainable, or if obtainable, the cost may be too great in the opinion of the Board to warrant the expenditure. Such insurance usually will not cover any losses resulting from insufficiency of the Condominium's fire and casualty or liability coverage and may have other exclusions including intentional wrongdoing, libel and slander, fraudulent acts or civil rights actions.
- (d) Unit Owners should be aware that if the Condominium insurance coverage is for any reason insufficient, they could be called upon to make up the difference between the amount of coverage and the amount of damages due an injured party as agreed upon or as determined by a court.

The By-Laws provide that officers or directors shall not engage in any transactions which conflict with such person's duties as an officer or Board member without the prior approval of a disinterested majority of the remaining Board members after full disclosure of all material facts.

Maintenance, Repair and Replacement of Common Elements and Limited Common Elements

Maintenance, repair and replacement of the exterior of the Units and the attached garages, including roofs, front porches, siding, trim, masonry, painting, gutters and downspouts (but not including windows and doors), driveways, front walkways and steps, shall be made at the discretion of the Board of Managers and shall be a common expense.

The Board of Managers shall be responsible for the maintenance of the private roadways and parking areas within Central Square Villas, including snow removal, and maintenance, repair and replacement of the blacktop as necessary.

In addition, the Board of Managers shall be responsible for maintenance of the clubhouse, swimming pool, tot lot, private water system, the lateral sewer lines to the individual Units, the storm drainage system, street lighting, the mailbox center, and their repair and replacement as needed.

All snow removal from the driveways, walkways and front porches within Central Square Villas, maintenance of lawns and green areas throughout the development and maintenance of landscaping and shrub beds installed by the Sponsor within Central Square Villas shall be made at the direction of the Board of Managers and shall be a common expense.

The foregoing shall be done at the direction of the Board of Managers of the Condominium, and the cost thereof shall be a common expense.

Furnish Reports and Notices to Unit Owners

All Unit Owners will be entitled to receive annually copies of the following: (1) an annual financial statement (audit or review) of the Condominium prepared by an independent public or certified public accountant, within four (4) months after the end of the fiscal year of the Condominium, (2) notice of the holding of an annual Unit Owners' meeting for the purpose of electing the Board of Managers of the Condominium Association, not less than ten (10) or more than fifty (50) days before the date of such meeting, and (3) a copy of the proposed annual budget of the Condominium, not less than fifteen (15) days prior to the date set for adoption thereof by the Board of Managers. The annual financial statement of the Condominium shall be audited and certified by an outside public accounting firm and the annual Budget for the Condominium shall be certified by an expert so long as Sponsor is in control of the Board of Directors of the Condominium.

Amending Condominium Documents

The Condominium Declaration may be amended by the affirmative vote of a majority of all Unit Owners in number and in common interest, voting at a duly called meeting of Unit Owners, provided that the Board of Managers does not, prior to the date established for voting on the proposed change, receive written notification of opposition to the change from mortgagees of more than 50% of the Units in number and common interest, which opposition must not be, in the judgment of the Board of Managers, unreasonable, except that the Sponsor's prior written consent to any change in the Condominium Declaration is required so long as the Sponsor owns at least one (1) Unit.

The By-Laws of the Condominium may be amended by a vote of 66-2/3% of Unit Owners in number and in common interest; however, the By-Laws may not be amended without the Sponsor's prior written consent prior to the fifth anniversary of the closing of title to the first Unit so long as the Sponsor shall continue to own one (1) Unit or Lot. In addition, Section 2.01 entitled "Voting", insofar as it provides that the Sponsor, so long as it is the owner of Units or Lots, may cast votes attributable to such Units or Lots; Section 2.04 entitled "Annual Meetings; First Election of Board of Managers", insofar as it provides that the Sponsor, so long as it is the owner of Units or Lots, shall be entitled to elect specified numbers of members of the Board of Managers; and Section 3.02 entitled "Powers and Duties", insofar as it provides that so long as the Sponsor owns at least one (1) Unit or Lot, the Board of Managers may not exercise certain powers without the Sponsor's prior written consent.

Termination of Condominium

The Condominium shall continue until such time as the Property shall be withdrawn from the provisions of the New York Condominium Act as a result of the vote of at least 80% in number and in common interests of the Unit Owners and holders of mortgages on individual Units.

Declaration and By-Laws

Copies of the Declaration and By-Laws of the Association are set forth in Part II of this Plan.

REAL ESTATE TAXES

After the Units are separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes. The Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to, any lien arising from the nonpayment of taxes on other Units.

Real estate taxes for each Unit for the tax year in which title closes will be apportioned between Sponsor and Purchaser as of the date of closing except that, if the closing is adjourned or delayed for more than fifteen (15) days because Purchaser is not ready to close, adjustments shall be made as of the date originally fixed by Seller for closing. In the event that a Unit has not been separately assessed by the closing date for the then current tax fiscal year, the Sponsor will place in escrow an amount equal to the unpaid real estate taxes which are projected to be levied against the entire Condominium Property for the six (6) month period following the first closing or until the Units are separately assessed, whichever period is shorter. The Sponsor will pay the real estate taxes from the escrow account when they are due and payable and shall be entitled to reimbursement from the Unit Purchaser for any taxes paid on the Unit owned by such Purchaser applicable on a pro rata basis to the period of such Purchaser's ownership. Such reimbursement shall be payable at closing or, if not determinable at such time, will be added as an assessment chargeable to such Unit which the Board of Managers will collect and remit to Sponsor.

In accordance with Section 339-y of the New York Condominium Act and Section 581 of the Real Property Tax Law, the Assessor's Office of the Town of Lancaster will assess and tax each Unit as a separate parcel for real estate tax purposes. The tax assessment for each Unit may be allocated on a basis that differs from the allocation of common interests. Central Square Villas will consist of 200 Units ranging in size from 1,035 square feet to 1,413 square feet, and the prices range from \$169,900 to \$229,900. The estimated assessments for each condo type available to Purchasers are as follows:

Condo Type	Square Feet	Offering Price	Projected Assessment as Condominium
A - York (end unit)	1,046	\$214,900	\$129,000
A - York (middle unit)	1,038	\$204,900	\$123,000
B - Winston (end unit)	1,285	\$224,900	\$135,000
B - Winston (middle unit)	1,266	\$214,900	\$129,000
C - Livingston (end unit)	1,381	\$229,900	\$138,000
C - Livingston (middle unit)	1,366	\$219,900	\$132,000
D - Cambridge (end unit/6-unit building)	1,270	\$182,900	\$110,000
D - Cambridge (middle unit/6-unit building	1,240	\$174,900	\$105,000
D - Cambridge (end unit/8-unit building)	1,270	\$172,900	\$104,000

D - Cambridge (middle unit/8-unit building)	1,237	\$164,900	\$ 99,000
HB - Winston Hybrid	1,316	\$224,900	\$135,000
HC - Livingston Hybrid	1,413	\$229,900	\$138,000
HD - Cambridge Hybrid	1,243	\$174,900	\$105,000

Based upon the projected assessments, the estimated combined Town, County and School taxes for 2009/10 for the Units after the completion of construction are as follows:

Condo Type	Assessment	Total Taxes (.033 Tax Rate)	Total Taxes with STAR Exemption
A - York (end unit)	\$129,000	\$4,257	\$3,762
A - York (middle unit)	\$123,000	\$4,059	\$3,564
B - Winston (end unit)	\$135,000	\$4,455	\$3,960
B - Winston (middle unit)	\$129,000	\$4,257	\$3,762
C - Livingston (end unit)	\$138,000	\$4,554	\$4,059
C - Livingston (middle unit)	\$132,000	\$4,356	\$3,861
D - Cambridge (end unit/6-unit building)	\$110,000	\$3,630	\$3,135
D - Cambridge (middle unit/6-unit building)	\$105,000	\$3,465	\$2,970
D - Cambridge (end unit/8-unit building)	\$104,000	\$3,432	\$2,937
D - Cambridge (middle unit/8-unit building)	\$ 99,000	\$3,267	\$2,772
HB - Winston Hybrid	\$135,000	\$4,455	\$3,960
HC - Livingston Hybrid	\$138,000	\$4,554	\$4,059
HD - Cambridge Hybrid	\$105,000	\$3,465	\$2,970

The taxes are based on 2009/10 rates. To arrive at projected levels for subsequent years, 2% should be added for each subsequent year.

This analysis and tax projection assumes application of New York State Real Property Law Section 339-y and New York State Real Property Tax Law Section 581 which require that condominiums are to be assessed based upon their current rental values. The assessments and tax figures are estimates only and subject to change depending on a variety of factors. The factors include, but are not limited to, budgetary demands, changes in the level of assessment and changes in the real estate market.

Procedure for Review of Real Estate Tax Assessments

Pursuant to Section 339-y of the New York Condominium Act, the Board of Managers may act as the agent of all Unit Owners who have given their written authorizations to the Board of Managers to complain or apply to the Board of Assessment Review of the Town of Lancaster by filing a single complaint on behalf of all such Unit Owners, and to commence and prosecute a special proceeding for the review of assessments of real property. The Board of Managers may retain legal counsel on behalf of all Unit Owners for whom it is acting as agent and charge such Unit Owners a pro-rata share of expenses, disbursements and legal fees.

In lieu of protesting their real property tax assessment through the Board of Managers, Unit Owners may request a review of the assessment of their Unit on their own or through their own attorney with prior or contemporaneous notice to the Board of Managers. If the request of an individual Unit Owner is denied, the Unit Owner may commence and prosecute a formal proceeding for court review.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

Unit Owners

Under current Federal and New York State income tax laws, Unit Owners will be entitled to deduct from their gross income the real estate taxes assessed against their Unit and paid, and the amount paid on account of interest on any mortgage indebtedness covering their Units so long as such Unit is used as a primary residence by the Owner thereof. Due to tax law provisions relating to tax preference items or alternative minimum tax computations, in many cases the allowance of the deduction and the amount thereof has become a complex question. Unit Owners should consult their own tax counsel.

Unit Owners who are veterans of the United States Armed Forces may be entitled to a veteran's exemption covering a portion of the real estate taxes assessed against their respective Units. Purchasers are advised that certain veteran's exemptions are available only where the Property is to be used as the veteran's primary residence. Veterans are encouraged to inquire at the Town of Lancaster Tax Assessor's Office after closing to determine whether or not they qualify for a veteran's exemption, and what portion of such exemption, if any, is dependent upon use of the Unit as their primary residence.

Unit Owners who are at least 65 years of age may be entitled to a senior citizens exemption with respect to a portion of the real estate taxes assessed against their respective Units, by the County of Erie and the Town of Lancaster. Senior citizens who believe they satisfy such conditions are encouraged to inquire at the Town of Lancaster Assessor's Office after closing to determine whether or not they may qualify for such an exemption.

The Condominium

Sponsor's tax counsel is of the opinion that, based upon information supplied to it by Sponsor, and subject to certain contingencies as set forth in said opinion, the

Condominium will be eligible for tax exempt status under the Internal Revenue Code §528 if an election is properly made for each taxable year by filing of the required form. However, interest income earned on Condominium funds and any income not received from membership dues, fees or assessments will be taxable to the Condominium Association whether or not tax exempt status is obtained. Reference is made to counsel's opinion in this Offering Plan at page 102 for a more complete discussion of the aforesaid contingencies and other assumptions upon which counsel's opinion is based.

BLOCK, COLUCCI, LONGO, P.C.

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June 1, 2009

The Marrano/Marc Equity Corporation 2730 Transit Road West Seneca, New York 14224

Re: Central Square Villas

Town of Lancaster, New York

Gentlemen:

You have requested our opinion as to the applicable income and real property tax consequences in conjunction with Central Square Villas (the "Condominium") to the Condominium and to individual unit owners.

Based upon our review of (a) applicable statutes, rules and regulations, judicial and administrative decisions and other authority as we have deemed relevant, (b) the proposed Offering Plan and proposed Declaration of Condominium (the "Declaration"), (c) such other instruments and documents as we deemed pertinent, and (d) representations and statements of officers and other agents and representatives of The Marrano/Marc Equity Corporation, the accuracy of which we have assumed and upon which we have relied, our opinion is as follows:

Income Taxation of Unit Owners

Under the provisions of Sections 163 and 164 of the Internal Revenue Code of 1986, as amended, and Section 615 of New York State Tax Law, each owner of a condominium unit ("Unit") will be entitled to deduct from his or her gross income for Federal and New York State income tax purposes the real estate taxes assessed against his or her Unit, and paid, and the amount paid on account of interest on any mortgage indebtedness covering such Unit so long as the Unit is a "qualified residence" as set forth in the Internal Revenue Code. (See Revenue Ruling 64-31, 1964-1 C.B. 300.)

No opinion is expressed as to the effect of either Federal or New York State income tax laws regarding tax preference items or minimum tax on the foregoing deductions or the Unit Owners income tax liability. No opinion is expressed as to deductibility of mortgage interest and real estate taxes where a Unit is bought for investment purposes and not to be used as a primary residence. It is suggested that Unit Owners consult their respective tax counsel for advice regarding interest deductibility, tax preference items, minimum tax or passive loss limitations, where a Unit is bought for investment purposes only.

We also advise you that Unit Owners who are veterans of the United States Armed Forces may be entitled to a veterans exemption covering a portion of the real estate taxes assessed against their respective Units. It is suggested that Unit Owners who are veterans inquire at the Town of Lancaster Assessor's Office promptly after closing to determine whether or not they qualify for a veterans exemption.

Non-Deductibility of Common Charges; Sales Taxes

Unit Owners will not be entitled to deduct, for Federal or New York State income tax purposes, any portion of regular or special charges or assessments imposed on Unit Owners by the Board of Managers of the Condominium. No liability for state or local sales taxes will be incurred on account of the payment to and collection by the Board of Managers of the Condominium of assessments and common charges.

Income Taxation of Condominium

We call your attention to Section 528 of the Internal Revenue Code of 1986, as amended, which contains provisions exempting certain Associations (including Condominium Associations) from Federal income tax on funds retained in the Association's account at the end of the Association's fiscal year if:

- (1) 60% or more of the gross income in the fiscal year consisted of membership dues, fees or assessments from Unit Owners; and
- (2) 90% or more of the Association's expenses were for the acquisition, construction, management or maintenance of the property; and
- (3) except for (2) above, no part of the net earnings of the Association inures to the benefit of the Unit Owners; and
- (4) no part of the net earnings not used for the purposes set out in (2) above or rebated to the Unit Owners inures to the benefit of any private individual or member; and
- (5) the Association elects to take the exemption provided.

Based on our review of the estimates of projected income and expenses which you have submitted to us and which we understand you will include in your Offering Plan for the sale of these Units, we are of the opinion that the Condominium will be eligible for tax-exempt status should it elect to take such exemption. We suggest, however, that specific reference be made to the actual text of Section 528 prior to making any decisions which could have an impact on the taxability or the extent of taxability of the Condominium. We also bring to your attention that interest income earned on Condominium funds and any income not received from membership dues, fees or assessments will be taxable to the Condominium, whether or not tax-exempt status under Internal Revenue Code Section 528 is obtained and that a tax return must be filed even though the requirements for tax-exempt status are otherwise met. We further advise you that we are expressing no opinion as to the taxability or effect of any income to the Condominium from the sale or lease of Units acquired through the foreclosure of a lien for nonpayment of common charges.

We make no warranty or representation that any of the laws upon which basis this opinion has been made will not change, so as to disallow any deduction in whole or in part. In no event will the Sponsor, the Sponsor's attorney, the Board of Managers of the Condominium or any other person be liable if, for any reason, there are changes in the facts on which we relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which we relied which cause the condominium to cease to meet the requirements of Section 528 of the Internal Revenue Code of 1986, as amended, and results in any of the tax deductions recited above being disallowed in whole or in part or if the facts represented to us by the Sponsor and upon which this opinion is based are not true.

Opinion Regarding Compliance with RPL Section 339i

It is our opinion that the method utilized for assigning the percentage of common interest to each Unit is as set forth in Real Property Law Section 339(i)1(iii), in equal percentages for each Unit, as set forth in the Opinion of Block, Colucci, Longo, P.C. included in the Offering Plan, based on all Units being of approximately the same size and dimensions.

You are authorized to use this letter in your Offering Plan.

BLOCK, COLUCCI, LONGO, P.C.

Mark J. Longo

Mark J. Longo, Esq. For the Firm

WORKING CAPITAL FUND

Each Unit Purchaser will, at the time of closing of title to the Unit purchased, contribute to the Condominium the amount of \$100.00 towards working capital. The Board of Managers of the Condominium may use such sum as it may determine, in its sole discretion, such as for expenses which must be prepaid by the Condominium, including, but not necessarily limited to: general liability insurance and directors and officers liability insurance premiums. The working capital fund will not thereafter be replenished unless it becomes a budget item in subsequent years. While the Sponsor is in control of the Board of Managers, the working capital contribution shall not be used to reduce the amount of projected common charges or to reduce Sponsor's obligation to pay all common charges with respect to unsold Units. Capital expenditures will not be made out of the working capital fund.

RESERVE FUND

The Board of Managers of the Condominium may budget for a reserve fund to be retained for major capital expenses incurred by the Condominium which the Condominium is obligated to maintain including, but not limited to, repair, maintenance and replacement of the private roadways and walking trail; the water system and lateral sewer lines within Central Square Villas; the exterior of the Units (roofs, gutters, brick, siding and trim, exterior wood posts, and concrete front porch, steps and front service walk); mailbox center; fences; street lights; tot lot; swimming pool; and clubhouse. The initial budget of the Condominium for its projected first year of operation provides for a contribution to such reserve fund. Each Unit Owner will contribute to the reserve fund through the common charges. Sponsor has agreed that it will pay all common charges with respect to unsold Units. Such amount, if budgeted and collected each year as projected, should be sufficient to cover foreseeable capital expenditures, including the replacement of capital items, if any, likely to be needed within the first five (5) years of Condominium operation. However, due to the uncertain effects of inflation over the 5year time period of some of the items budgeted, there can be no assurance that if those amounts are collected and deposited to the reserve fund, the reserve fund will be sufficient to fund all such projected expenditures. While the Sponsor is in control of the Board of Managers, the reserve fund shall not be used to reduce the amount of common charges or to reduce Sponsor's obligation to pay all common charges with respect to unsold Units.

In the event the reserve fund and other available monies, which the Condominium designates for such purpose, are insufficient to finance needed capital expenditures for properties the Condominium if obligated to repair or replace, the Condominium will have to impose a special assessment to finance such expenditures or obtain the funds by a loan, securing repayment with an assignment of future receipts from maintenance or special assessments. Because it may be difficult to find a lender willing to make such a loan, the imposition of a special assessment is the likely means of financing such costs.

Neither the Office of the Attorney General nor any other government agency has passed upon the adequacy of the working capital or reserve funds.

MANAGEMENT AGREEMENT

The Sponsor will enter into a Management Agreement with Harmon Homes Realty, Inc., 1281 Seneca Creek Road, West Seneca, New York 14224, for management of Central Square Villas. The Management Agreement will provide for Harmon Homes Realty, Inc. to act as the Condominium's managing agent for a period of three (3) years from the date of closing of title to the first Unit. For the specified services, the managing agent will receive a management fee of \$43,200.00 per year, plus reimbursement for out-of-pocket expenses incurred on behalf of the Condominium. The management fee is the prevailing cost for similar services. In addition, the managing agent may perform additional services above the specified services at the request of the Board of Managers. Charges for such services shall be billed to the Board of Managers at a rate approved by the Board of Managers prior to performing such service. The Board of Managers shall indemnify the managing agent, in its role as managing agent, from any liability arising from injury to person or property by reason of any cause that occurs when the managing agent is carrying out the provisions of the Management Agreement or acting under the express or implied directions of the Board of Managers unless such injury is caused by the managing agent's own gross negligence or wilful misconduct. Services will be provided to all Unit Owners of a nondiscriminatory basis. The managing agent will be responsible for enforcing the provisions of the Declaration, By-Laws, rules and regulations and overseeing the day-to-day affairs of the Condominium. The duties of the managing agent include, but are not limited to, attending regularly scheduled meetings of the Board of Managers; preparing the annual budget; collecting common charges and any special assessments; preparing maintenance specifications and records; supervising maintenance and repair of the Condominium Property; assisting the Board of Managers in obtaining and maintaining proper insurance coverage; establishing and maintaining a separate operating and investment account for the Condominium; preparing various financial reports for the Board of Managers; performing routine inspections of the Condominium Property; mailing notices to Unit Owners and mortgage holders; and maintaining an accurate filing and record keeping system with respect to all of the relevant administrative, financial and maintenance aspects of the operation and administration of the Condominium. The managing agent shall have the right to cancel the Management Agreement with cause, and either the Board of Managers or the managing agent shall have the right to cancel the Management Agreement with or without cause, upon 60 days written notice. Any assignment of the Management Agreement, in whole or in part, or the continuation of the Management Agreement after a merger or consolidation of the managing agent with another entity, shall require the approval of the Board of Managers. Should the Management Agreement be canceled, the Board of Managers of the Condominium would likely find it necessary to obtain other management services. The Sponsor makes no representation regarding the availability, cost or terms of such services. The managing agent is not a business associate or affiliate of the Sponsor or the principal of the Sponsor.

IDENTITY OF PARTIES

Sponsor

The Sponsor, The Marrano/Marc Equity Corporation, is a Florida corporation authorized to do business in the State of New York with its office at 2730 Transit Road, West Seneca, New York. Sponsor was formed on June 1, 1983. The Secretary of State

of the State of New York has been designated to receive service of process directed to the Sponsor.

The principal of the Sponsor is Patrick A. Marrano whose business address is 2730 Transit Road, West Seneca, New York. Mr. Marrano is the President and CEO of the Sponsor, The Marrano/Marc Equity Corporation. He has over 25 years of experience as a homebuilder in Western New York. Under Mr. Marrano's leadership, the company is currently building in 20 different subdivisions and six patio home communities.

The nine (9) properties most recently offered for sale by Sponsor as condominiums or homeowners associations within the past five (5) years are as follows:

Nottingham Village East Condominium
 Renaissance Road, Amherst, Erie County, New York

The Condominium Offering Plan was filed by the NYS Office of the Attorney General on July 29, 2004. All of the Units are sold.

2. Woodstream Estates Homeowners Association Rogers Road, Hamburg, Erie County, New York

The CPS-7 Application was filed by the NYS Office of the Attorney General on July 18, 2005. Sponsor currently owns more than 10% of the Units.

3. Springbrook Shores Homeowners Association Rice Road, Elma, Erie County, New York

The Homeowners Association Offering Plan was filed by the NYS Office of the Attorney General on August 2, 2005. Sponsor currently owns more than 10% of the Units.

4. Summerfield Farms Phase IV Homeowners Association Avian Way, Lancaster, Erie County, New York

The CPS-7 Application was filed by the NYS Office of the Attorney General on July 14, 2006. Sponsor currently owns more than 10% of the Units.

5. Hickory Grove Village Condominium
211 French Road, Cheektowaga, Erie County, New York

The Condominium Offering Plan was filed by the NYS Office of the Attorney General on October 19, 2006. Sponsor currently owns more than 10% of the Units.

6. Laurel Park Condominium
5831 Transit Road, Clarence, Erie County, New York

The Condominium Offering Plan was filed by the NYS Office of the Attorney General on November 13, 2006. Sponsor currently owns more than 10% of the Units.

7. The Courtyard at Pleasant Meadows
Pleasant View Drive & Juniper Boulevard, Lancaster, Erie County, New York

The Condominium Offering Plan was filed by the NYS Office of the Attorney General on May 8, 2007. Sponsor currently owns more than 10% of the Units.

8. Country Meadows
Foxcroft Drive & Crownview Terrace, Hamburg, Erie County, New York

The Condominium Offering Plan was filed by the NYS Office of the Attorney General on August 10, 2007. Sponsor currently owns more than 10% of the Units.

9. Greythorne by Marrano 6330-6350 Main Street, Town of Amherst, Erie County, New York

The Condominium Offering Plan was filed by the NYS Office of the Attorney General on December 21, 2007. Sponsor currently owns more than 10% of the Units.

Sponsor does not own 10% or more of any other cooperative, condominium or homeowners association units. Sponsor is current in all its obligations relative to its prior offerings. The offering plans are on file and available for public inspection in the New York State Office of the Attorney General.

Attorneys

The Sponsor has retained the following as its attorney in conjunction with this Offering:

Block, Colucci, Longo, P.C. One Niagara Square Buffalo, New York 14202 (716) 854-4080

Mark J. Longo, Esq. is the attorney who prepared this Offering Plan. The name of the individual attorney who will represent the Sponsor in individual Unit closings is Mark J. Longo, Esq. who will also act as the Escrow Agent for handling the deposits from Purchasers.

Managing Agent

The managing agent for the Condominium initially is Harmon Homes Realty, Inc., 1281 Seneca Creek Road, West Seneca, New York 14224. Currently, Harmon Homes Realty, Inc. is the managing agent for the following condominiums: The Courtyard at Pleasant Meadows, Pleasant View Drive & Juniper Boulevard, Lancaster, New York (105 Units); Hickory Grove Village Condominium, 211 French Road, Cheektowaga, Erie County, New York (76 Units); Villa Park Condominium, French Road & Villa Park, Cheektowaga, Erie County, New York (16 Units); and Crystal Common Condominium, Ridge Lea Road, Amherst, Erie County, New York (36 Units); and Gardenville on the Green (48 Units).

In addition, Mr. Harmon is the managing agent for the following homeowners associations: Hillcrest Heights Association, Inc. (40 Units); Hillcrest Heights North Association, Inc. (32 Units); Forestream Association, Inc. (65 Units); Westview Park Homeowners Association, Inc. (48 Units); Village Station Homeowners Association, Inc. (88 Units); Parwood Patio Homes Association, Inc. (77 Units); Northwood Village Association, Inc. (124 Units); Burroughs Association Ltd (25 Units); and Meadowbrook Patio Homes Association, Inc. (65 Units.).

Michael P. Harmon, President, is a licensed Real Estate Broker with the State of New York for over 20 years and specializes in sales of townhomes, having sold and managed well over 350 Units in the last 15 years. He is also a member of the National Association of Realtors, the New York State Association of Realtors and the Buffalo Association of Realtors.

Selling Agent

Sponsor will initially act as the Selling Agent for the project.

Engineers

Greenman-Pedersen, Inc., 4950 Genesee Street, Suite 165, Buffalo, New York 14225, is the engineer for the Sponsor in connection with the infrastructure of the project. Greenman-Pedersen is a consulting engineering firm licensed to practice in New York State. The firm specializes in the development, design and construction of infrastructure and building systems. GPI provides services to a wide variety of government agencies, municipalities, institutions, industries, architects and developers. The company was founded in 1966 and has developed into a consulting firm included among the top 100 national design firms.

Richard J. Skop, P.E., 44 Southwick Drive, Orchard Park, New York 14127, will be the supervising engineer for the Sponsor in connection with the condominium units in the project. Mr. Skop is an independent engineer currently licensed to practice in New York State. He offers over 35 years of experience in the engineering and planning fields. Mr. Skop began his career working primarily on highway and sanitary sewer projects, and in 1987 turned his attention to residential and small commercial projects.

REPORTS TO UNIT OWNERS

It is the obligation of the Board of Managers to give all Unit Owners annually:

- (a) a financial statement of the Condominium prepared by a certified public accountant or public accountant by four months after the conclusion of any fiscal year; so long as Sponsor is in control of the Board of Managers of the Condominium, such financial statements shall be audited and certified by an independent public accounting firm.
- (b) not less than ten (10) nor more than fifty (50) days prior notice of the annual Unit Owners' meeting;

(c) a copy of the proposed annual budget of the Condominium by at least ten (10) days prior to the date set for adoption thereof by the Board of Managers; while the Sponsor is in control of the Board of Managers, such budget shall be certified.

DOCUMENTS ON FILE

In accordance with Section 352-e(9) of the General Business Law, copies of this Plan and all exhibits or documents referred to herein shall be available for inspection without charge and copying at a reasonable charge by prospective Purchasers and by all persons who shall have purchased Units offered by this Plan at the office of the Sponsor and shall remain available for such inspection for a period of six (6) years from the date of first closing. The Sponsor will deliver to the Board of Managers at the time of the first Unit closing a copy of all documents filed with the Erie County Clerk's Office.

GENERAL

- 1. There are no lawsuits, administrative proceedings or other legal proceedings pending, the outcome of which may materially affect this offering, the Property, the Sponsor's capacity to perform all its obligations under this Plan, the Condominium or the operation of the Condominium.
- 2. This Property has not been the subject of any prior public offering, and no contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Units being offered in conjunction with the Condominium, and no deposits or advances of funds have been taken by or on behalf of the Sponsor in connection with the reservation, sale or transfer of such Units prior to submission of this Plan to the New York State Office of the Attorney General.
- 3. The Sponsor and the Selling Agent will not discriminate against any person because of race, creed, color, age, sex, disability, marital status, national origin, ancestry or sexual orientation or any other grounds prohibited by law in the sale of Units on the Property.
- 4. If an amendment to this Offering Plan materially affects the interest of any Purchaser, all Purchasers so affected shall be afforded not less than fifteen (15) days to rescind their purchase and the deposit or down payment returned.

SPONSOR'S STATEMENT OF PROPERTY AND SPECIFICATIONS

The Sponsor adopts the "Description of Property and Specifications" set forth in Part II of this Offering Plan at page 125. Sponsor has no knowledge of any material defects or need for major repairs to the Property except as set forth in the "Description of Property and Specifications".

PART II

PURCHASE AGREEMENT

CENTRAL SQUARE VILLAS

	AGREEMENT made the		day of		, 20	by and
between THE	MARRANO/MARC EQUIT	Y CO	RPORATI	ON, a Flori	ida corporatio	n having
	2730 Transit Road, West Sened					
and	, , , , , , , , , , , , , , , , , , , ,	,	,			
						residing
at						reinafter
	7				п	пешансі
called "Purch	aser.					
****	m. c c u ·					
	REAS, Seller is the owner of proper					
	ork, which property shall be known	n as Cei	ntrai Square	Vilias (nerein	ianer referred i	o as tne
"Condominium	**					
	REAS, the property, including the i					
	declared a condominium (the "cond					
	ty law of the State of New York, by					
	nade by the Seller; and the units in					
	("Offering Plan") filed with the D					
	REAS, Purchaser is desirous of pure ed 1/200 th interest in the common a					
	ated or to be designated in the Decl					ed as
	, located in the Town of Lancast		-			ovy Vorte
This contract is	vn as contingent upon the Seller obtaining	na titla	to the proper	ty The pres	, Lancaster, N	tw IUIK.
	a dwelling unit in accordance with					00
improved with a	on file in the office of Seller,					by
reference evcer	ot for those "Extras", changes or de					
	EAS, Purchaser has received, at le					
	read, copies of the Offering Plan a					
	Central Square Villas contained in					
	porated herein by reference and ma					
	set forth herein. Purchaser acknow					
	Declaration, By-Laws and Rules an					(
	or other statements of any kind or i					
· · · · · · · · · · · · · · · · · · ·				,		
NOW.	THEREFORE, for good and valua	ble con	sideration, re	eceipt of which	ch is hereby	
•	Seller and Purchaser mutually agre		•		· · · · · · · · · · · · · · · · · ·	
,						
1. Uni	t, Price, Payment. Seller hereby ag	rees to	sell and Puro	chaser hereby	agrees to pure	hase
Unit No.	commonly known as				, Lanc	
for the price of	\$, payable a	s follov	vs:			
•	•					
The tot	al deposit required is 5% of the pu	rchase	price payable	e hy checks r	made to the ord	er of
	Villas Condominium Account" fo					
	,			•		
a. Upon t	he signing of this Agreement:	\$				
a. Opon c	no organis or timo ragrooment.	Ψ				
b. Prior to	start of construction:	\$				
	e of 5% deposit)					
(
c. Upon d	lelivery of the deed as herein					
	ed, by certified or cashier's check:	\$	BALANCE	<u>:</u>		
F		•				

The Seller is responsible for complying with the Escrow and Trust fund provisions of Section 352-e(2-b) and 352-h of the New York General Business Law and The Attorney General's regulations promulgated pursuant thereto.

The Seller will, within five (5) business days after receipt place all deposits in a special segregated escrow account of Block, Colucci, Longo P.C., the escrow agent, whose address and telephone number is One Niagara Square, Buffalo, New York 14202 (716) 854-4080, to be called Central Square Villas Condominium Escrow Account in Citizens Bank, 414 Main Street, Buffalo, New York 14202, and the escrow agent shall, within ten (10) business days after such deposit has been made, advise the Purchaser in writing that such funds have been so deposited, with disclosure of the account number and initial interest rate. The deposits will, from the date of deposit, accrue interest at the interest rate then in effect. Interest earned on all deposits remains the property of the Purchaser and shall be forwarded to Purchaser directly by escrow agent after closing, except that if Purchaser defaults, interest on any deposits shall belong to the Seller to the extent such interest plus the portion of the deposit retained by the Seller as liquidated damages (except such portion which covers Purchaser's deposit for extras requested by Purchaser and for which Seller has expended its funds) does not exceed 10% of the purchase price.

If the Purchaser does not receive notice of such deposit within fifteen (15) days after tender of the deposit the Purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within 90 days after the tender of the deposit. Rescission may not be afforded when proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited and requisite notice was timely mailed to Purchaser.

The escrow agent shall hold funds in escrow until otherwise directed in (i) a writing signed by both Seller and Purchaser; or (ii) a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's Regulations; or (iii) a judgment or order of a Court of competent jurisdiction.

If there is no written agreement between the parties to release the escrowed funds, the escrow agent will not pay the funds to the Seller until the escrow agent has given the Purchaser written notice of not less than 10 business days. Thereafter, the funds may be paid to the Seller unless the Purchaser has already made application to the Department of Law pursuant to the dispute resolution procedures of the Regulations and has so notified the escrow agent in accordance with such provisions.

The Seller will not object to the release of the escrowed funds to:

- (i) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the plan or an amendment of the plan;
- (ii) all Purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.

Purchasers and the escrow agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the down payment and any interest thereon. The Seller must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is contained within the offering plan. The party applying for a determination must send all other parties a copy of this application.

Pending the determination of the Attorney General to grant or deny the application, the Seller, the Purchaser and the Escrow Agent shall abide by any directive issued by the Attorney General.

2. Mortgage Commitment.

to the other party with interest, and Purchaser has rec forever waived. In the en	erest rate. Should 20, either party ; in which event the this Agreement sha ceived such mortgage vent the Purchaser reng, the mortgage con	y in good faith for a mortgage in the amount of \$ at said mortgage commitment not be obtained by may cancel this contract by giving written notice of such cancellation Seller shall cause the down payment to be returned to the Purchaser, all terminate and neither party shall have claim against the other. Once the commitment as specified herein, this contingency shall be deemed aquests the Seller to commence construction of the Unit prior to antingency contained herein must be waived in writing by the Purchase
OR		
B.	Cash Purchase.	No Financing Required.

- 3. Changes. Seller reserves the right to make such changes and/or substitutions in the construction of the unit as may be necessary because of the unavailability of materials through Seller's ordinary and usual sources of supply or as may be required by law or deemed necessary by the Seller's architect provided only that none of the changes shall materially diminish the size and quality of the unit. Upon review and approval of final plans or drawings by the Purchaser, no structural changes will be permitted by the Seller. After approval of plans or drawings, only minor changes in construction of the unit which are not in accordance with the plans and specifications, shall be made only if agreed to in writing by Seller and Purchaser and Seller shall be entitled to payment in addition to the sum set forth above for the performance of any "extras" or changes not included in such plans and specifications. The cost of any such extras and changes shall be added to the amount due on closing.
- 4. <u>Inspection</u>. Purchaser and Seller shall jointly inspect the premises prior to closing. When the Purchaser moves into the unit or accepts the deed, the Seller's responsibility is limited to (a) completion of items shown on Orientation List in fulfillment of the terms of this Agreement and (b) performance of warranty obligations under the provisions of the Limited Warranty per paragraph 14 of this Agreement.
- 5. <u>Possession</u>. Seller shall have possession of all of the unit throughout construction and may show the unit throughout completion. Purchaser shall have possession and occupancy of the unit following the issuance of the certificate of occupancy, payment in full to the Seller and transfer of title to the Purchaser.
- 6. <u>Insulation</u>. Exterior walls of the dwelling portion of the Unit will be insulated with fiberglass to yield an R-value of 13. Ceilings of the dwelling portion of the Unit will be insulated with fiberglass to yield an R-value of 38 and the cathedral ceilings will yield an R-value of 26. Exterior basements walls, except adjacent to the garage, will be insulated with fiberglass blanket insulation to a length of six (6) feet and a thickness of three and one half inches (3.5") to yield an R value of 11.
- 7. <u>Survey</u>. Seller shall furnish Purchaser with a survey made by a land surveyor duly licensed by the State of New York, and in accordance with Erie County Bar Association standards showing the condominium unit above described and the location of all buildings, improvement, and other structures affecting same. In the event the lending institution requires certification of the survey, it shall be the Purchaser's responsibility to pay for same.
- 8. <u>Insurable Title</u> The Seller shall give and Purchaser shall accept such title as Ticor Title Guarantee Company or any other member of the New York Board of Title Underwriters will approve and insure subject only to those liens and encumbrances set forth in Exhibit A annexed hereto, the conditions of the standard title insurance policies written by such company, the above described purchase money mortgage, if any, the conditions set forth in this Purchase Agreement, and the provisions of the Declaration and the By-Laws. At the Purchaser's expense, the Seller's designated title agent will prepare for the Purchaser for the closing of title, a certificate of title for fee title insurance, and mortgagee title insurance, if Purchaser is financing the unit, issued by Ticor Title Guarantee Company or any member of the New York Board of Title Underwriters. Such insurance shall insure that the Condominium has been validly created pursuant to Article 9-B of the Real Property Law of the State of New York. Purchaser shall pay the title insurance premiums at closing for such fee title policy and any mortgagee policy required by his mortgagee.

If on the "Closing Date", (see Paragraph 24 of this Agreement) there are violation(s), matters relating to title or lien(s) of record with respect to the premises, such that the Seller's title does not conform to this Agreement, the Seller shall remove same prior to closing, and the Seller shall be entitled to an adjournment of the Closing Date for up to sixty (60) days. However, and notwithstanding the foregoing, if the curing of such matter(s) will, according to reasonable expectation, require an aggregate expenditure of \$1,000.00 or more, the Seller may elect to cancel the Agreement and return the Purchaser's down payment, with interest (if any), in which event the Seller shall incur no further liability whatsoever to the Purchaser. Nothing herein contained shall require the Seller to bring any action or proceeding or incur any expense in order to remove such title matters and any attempt by the Seller to cure the same shall not be construed as an admission by the Seller that any objection is such that would give the Purchaser the right to refuse delivery of the deed. Seller, at its election, shall be entitled to an adjournment of the Closing Date for a period not exceeding sixty (60) days, to remove any title objections. The Seller's liability for failure or inability to close title for any reason whatsoever, shall be limited to the return of Purchaser's down payment hereunder, together with any interest earned thereon.

- 9. <u>Condition Precedent to Closing Declaring Property a Condominium and Issuance of Building Permits</u>
 The parties acknowledge that the closing is conditional upon the Condominium being declared effective by Amendment to the Attorney General and subsequent approval thereof, the recording of the Condominium Declaration at the Erie County Clerk's Office and the Seller obtaining building permits from the Town of Lancaster.
- 10. Adjustments at Closing. There shall be prorated and adjusted as of the date of delivery of the deed: taxes computed on a fiscal year basis (including all items in the current county tax bill, except returned school taxes) and assessments. In addition, Purchaser shall, at Seller's request, pay at the time of closing, a working capital contribution and the Condominium Association assessment on the Unit for the month following the month in which the closing occurs. The Purchaser will accept title subject to, and will pay all assessments and installments of assessments for local improvements which are not payable as of date of delivery of deed and which, if any, appear on the current tax rolls. At closing Seller will furnish to Purchaser, at no cost to Purchaser, a certification from Central Square Villas Condominium Board of Managers setting forth the payment status of the assessments for the Unit.
- 11. Costs. Seller will apply and pay for all permits, licenses and tap-in fees necessary for the performance of the work hereunder. Seller shall pay for master tax and title search continuation fee, if any, to the time of closing and for the survey. Purchaser shall be responsible for the payment of (i) the premium of any title insurance furnished for Purchaser or required by Purchaser's mortgagee, (ii) any fees incurred in recording of the deed, (iii) bank's attorney's fees in conjunction with any mortgage loan obtained, (iv) the cost of recording the mortgage and any New York State Mortgage Tax incurred in conjunction with the obtaining of the mortgage, (v) all mortgage loan fees or points required for securing and extending the mortgage, if any and (vi) the required Real Estate Transfer Tax Stamps to be affixed to the deed. Purchaser shall reimburse Seller for any expense incurred by the Seller for any surveyor certifications to lender, Purchaser or title company required. Purchaser shall reimburse the Seller for additional expenses resulting from (a) additional requirements from municipalities or governing authorities (i.e. building code changes/foundation modifications mandated by soil testing) (b) market price increases for construction materials (i.e. concrete, lumber and drywall), and (c) subsurface lot conditions (i.e. extraordinary excavation, grading or additional lot costs resulting from ground terrain, rock, underground springs, soil stability, fill, drainage, tree removal and/or tree welling) to be determined upon foundation completion. These additional expenses shall be evidenced by the change in the advertised base price of the unit from the Purchase Agreement date to the date of issuance of the building permit. Said expenses shall be identified and agreed to in writing between the Seller and Purchaser to a maximum of three percent (3%) of the selling price of the unit as referenced in paragraph one (1) herein.
- 12. Form of Deed. The closing deed shall be in proper statutory form for recording, shall be a Condominium Unit Deed, shall be duly executed and acknowledge and shall contain such a description of the premises as shall be accepted and/or approved by any title insurer of the premises so as to validly convey under New York State Law the Unit and the undivided interest in the common areas referred to herein. Seller will also furnish to Purchaser any documents necessary to transfer title, free and clear of all liens and encumbrances except as stated above.
- 13. <u>Binding Effect of Declaration, By-Laws, Rules and Regulations</u>. The Purchaser hereby agrees to be bound by the Declaration, the By-Laws and the Rules and Regulations of the Condominium as the same may be amended from time to time.

- 14. THE HOUSING MERCHANTS LIMITED WARRANTY, INCLUDED IN THE OFFERING PLAN AND INCORPORATED HEREIN BY REFERENCE, AS CONTAINED IN §777-a OF THE NEW YORK STATE GENERAL BUSINESS LAW WILL APPLY TO THIS AGREEMENT EXCEPT AS LIMITED AND MODIFIED. SUCH LIMITS AND MODIFICATIONS ARE AS FOLLOWS:
 - (a) the Limited Warranty extends to the initial Purchaser only;
 - (b) the Limited Warranty requires that a court action be brought to enforce any term of the Limited Warranty or any right conferred on Purchaser by the giving of the Limited Warranty, which must be commenced in the time periods set forth in the Limited Warranty:
 - (c) the Limited Warranty provides a procedure which must be complied with when making any claim to Seller for repair and/or replacement. Failure to comply with this procedure will result in the loss of warranty coverage;
 - (d) the Limited Warranty provides Seller the right to inspect, test and repair any damage prior to the Purchaser being permitted to repair and/or replace the damage by use of an independent contractor;
 - (e) the Limited Warranty excludes consequential and incidental damages;
 - (f) the Limited Warranty limits Seller's total liability under the warranty coverage provided;
 - (g) the Limited Warranty provides for arbitration in the event of a dispute. However, any decision resulting from such arbitration will not be binding on any party unless such party has consented in writing to be bound by such arbitration.

NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE IN CONNECTION WITH THIS AGREEMENT. THE TERMS OF THE LIMITED WARRANTY, INCLUDED IN THE OFFERING PLAN, ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

THE PURCHASER ACKNOWLEDGES THAT A WRITTEN COPY OF THE TERMS OF THE LIMITED WARRANTY HAS BEEN PROVIDED FOR THE PURCHASER'S EXAMINATION PRIOR TO THE TIME OF THE PURCHASER'S EXECUTION OF THIS AGREEMENT.

- 15. <u>Processing Delays</u>. In the event the Purchaser does not provide the Seller with the required information for release for construction or selections in the time allotted, the Seller has the option to offer the Purchaser the next available delivery date and the Purchaser will accept any increase in cost of construction due to the delay cause by Purchaser, or Seller shall have the right to cancel this Contract and refund all monies paid to date less five percent (5%) of the total purchase price.
- 16. Certificate of Occupancy. The Seller agrees that the unit will be completed in good workmanlike manner and in accordance with, and satisfactory to all State, County and Town laws, ordinances and building codes. The Seller shall secure a Certificate of Occupancy and deliver same to the Purchaser upon completion and final payment at closing. The Purchaser hereby agrees to close within five (5) business days from the issuance of said Certificate of Occupancy. In the event the Purchaser fails to close within five (5) business days from the issuance of said Certificate of Occupancy, through no fault of the Seller, the Seller has the option to charge the Purchaser interest at a rate of eight percent (8%) per annum (on a per diem basis) on the unpaid balance due at closing.
- 17. <u>Insurance</u>. The Seller will, at its own cost and expense, procure and maintain builders risk insurance, insuring the premises against loss or damage until transfer of title of the Unit. Purchaser will be responsible to purchase flood insurance, if required by the lender for Units located in flood zones.

- 18. Completion of Construction. Seller shall endeavor to complete construction of the unit for closing of title per Paragraph 24 of this Agreement. Seller shall not be liable if it is unable to complete construction or for any delays in completion of construction occasioned by: (i) governmental restrictions on manufacture, sale, distribution and/or use of necessary materials, (ii) Seller's reasonable inability to obtain necessary labor or materials, (iii) the failure of necessary utilities to be installed to service the Unit, or (iv) governmental building moratorium, selections by Purchaser, strikes, lockout, weather, fires, floods, earthquakes or other Acts of God, military operation and requirements, natural or national emergencies or other similar events. Purchaser acknowledges that the Seller has no control over the placement of the utilities servicing the unit (i.e. gas, electric, telephone, cable, sewer cap location or any other utilities that may be applicable) nor can the Seller change the location once the utilities are installed.
- 19. Common Areas. Common areas shall include siding, roof, exterior trim, front porch, front walk and steps, driveway and landscaping. It is understood that the non-completion of these common areas shall not constitute an objection to closing provided a Temporary Certificate of Occupancy is issued by the Town of Lancaster. No escrow funds shall be held for completion of the aforementioned common areas which are owned and maintained by the Condominium Association.
- 20. Escrow for Completion. In the event the rear patio (whether included or as an optional "extra" which shall be owned and maintained by the Purchaser) cannot be finished during the building season, it will be completed at the earliest possible date subject to weather conditions but no later than August 31st. It is understood that non-completion of this item shall not constitute an objection to such closing provided a Temporary Certificate of Occupancy is issued by the Town of Lancaster. Should the lending institution granting Purchaser's mortgage issue an inspection report identifying the rear patio as an uncompleted item and require an escrow fund be established for the completion of same, said escrow funds shall be deposited by Seller with the lending institution if required under said inspection report. The escrow funds shall be paid by the lending institution directly to the Seller when the lending institution, in its sole discretion, deems this item for which the escrow is held to be completed. In the event the Purchaser is not financing the Unit and the parties agree upon the establishment of an escrow account for completion of this item, Seller's attorney shall be deemed the escrow agent.
- 21. Monies to be Held in Trust. In accordance with Sections 352-e2-b and 352-h of the General Business Law, Seller will hold all monies received by it prior to the closing date through its agents or employees, except for monies paid under a lease agreement between Seller and Purchaser for which credit is given herein, in trust until actually employed in connection with the consummation of the transaction. All such monies will be deposited and will be held in trust in an interest-bearing (to the extent obtainable) "passbook rate" special account under the name of "Central Square Villas Condominium Account". The funds so deposited will be disbursed only upon instructions of Block, Colucci & Longo, P. C., counsel to Seller, in compliance with the provisions of this Purchase Agreement. In the event this Agreement is terminated for reasons other than Purchaser's default, such funds will be returned within fifteen (15) days of such termination.
- 22. <u>Seller's Failure to Close</u>. If title to the premises does not close because of the default (willful or otherwise) of Seller or Seller's inability to convey title in accordance with the terms of this Agreement, unless the closing date is otherwise provided for herein or mutually adjourned in writing, Purchaser may cancel this Agreement upon written notice of cancellation to Seller, and upon such cancellation, Seller shall refund to Purchaser all monies paid by Purchaser hereunder, neither party shall have any claim against the other and both shall be released from all obligations hereunder.

- 23. Purchaser's Failure to Take Title. If Purchaser fails to close title to the unit after receiving at least five (5) days' prior written notice to close from Seller, unless the closing date is otherwise provided for herein or mutually adjourned in writing, or if Purchaser fails to make prompt and proper application for the aforesaid mortgage or does not furnish Seller within five (5) days after Seller's written request with notice of whether such mortgage loan was granted or rejected, the Seller shall send written notice to Purchaser affording Purchaser the opportunity to cure Purchaser's failure. If Purchaser does not cure such failure within thirty (30) days after receipt of such notice, Seller may cancel this Agreement and recover for damages as follows: (i) the Seller and the Purchaser agree that the Seller would suffer damage by Purchaser's failure to take title and that such damages, other than the actual costs incurred by the Seller for any "extras", changes or modifications which were contracted for by the Purchaser, would be difficult to prove or to arrive at accurately. For that reason, the Seller and the Purchaser agree that if the Purchaser fails to take title as hereinbefore stated, the Seller shall be entitled to liquidated damages in an amount equal to 10% of the offering price, excluding from the offering price solely for the purpose of computing liquidated damages the cost to the Purchaser of any "extras", changes or modifications which were contracted for by the Purchaser. The Seller shall be entitled to retain towards payment of the liquidated damages the Purchaser's deposits, provided that in no event shall the Seller be entitled to retain any amount in excess of the liquidated damages; and (ii) in addition, the Seller shall also be entitled to recover the actual costs incurred by the Seller for any "extras", changes or modifications which were contracted for by the Purchaser, and (iii) the actual costs incurred by the Seller for removal of such "extras", changes or modifications and restoring the premises in accordance with the plans and specifications. If this paragraph or any application thereof shall to any extent be invalid or unenforceable, it shall to the extent not found invalid or unenforceable be valid and be enforced as permitted by law.
- 24. Closing of Title. The closing of title shall be held at the Erie County Clerk's Office, Buffalo, New York, Closing date to be confirmed upon:

a	Condominium being decla	ared effective.			
b	Release of any and all cor	Release of any and all contingencies contained herein			
c	c Building released for construction and Completion of the unit foundation.				
d "On or About (the "Closing Date"), except that if the unit sha not be ready for occupancy on such date, the closing may be postponed by Seller to a date to be set by Seller upon written notice mailed to Purchaser at Purchaser's address set forth above.					

In the event that such date is more that 120 days after the above closing date, Purchaser may cancel the Agreement by sending written notice to that effect to Seller, at Seller's address as set forth above, within ten (10) days of the date of which the notice of postponement of the closing was mailed by Seller to Purchaser, and in that event this Agreement shall become null and void and both parties shall be released from any liability hereunder, except that Seller shall refund to Purchaser, with interest, if any has been obtained thereon, the down payment paid to Seller.

Seller shall not be responsible for any delay in completing the Unit if such delay is caused by the unavailability of materials, labor or transportation or by other causes beyond the control of Seller, and the refund to Purchaser of the down payment or portion thereof in accordance with this Agreement, shall discharge and release Seller from any liability arising out of or resulting from such delay. It is understood that time is not of the essence in regards to this Agreement and that Purchaser may not declare time of the essence unless the closing date has been extended by the Seller more than 120 days from the date specified herein.

25. <u>Unauthorized Work</u>. The Purchaser is not authorized to perform or subcontract any services on the unit. To comply with the Seller's insurance regulations, the Seller strictly prohibits any work be performed or material be provided or installed by any person or vendor not employed by or subcontracted by the Seller. Any unauthorized services may invalidate portions the Limited Warranty as referenced herein.

- 26. <u>Condominium May Not Yet Be Formed</u>. Purchaser acknowledges and understands that the Condominium Declaration may not have been filed at the time of signing this Agreement and they are purchasing a unit in a Condominium which may not have been formed yet.
- 27. Completion of Real Property Gains Tax Forms. Promptly after the execution of this Agreement, Seller and Purchaser agree to complete and execute such forms as may be required pursuant to Article 31-B of the New York Tax Law to establish the liability of Seller for New York State Real Property Transfer Gains Tax, if any. Purchaser acknowledges that Purchaser's failure to complete such form may subject Purchaser to personal liability for any taxes due from Seller.
- 28. <u>Agreement May Not be Assigned</u>. Neither Purchaser nor Seller may assign this Agreement without the prior consent in writing of the other, and any purported assignment of this Agreement in violation hereof shall be deemed null and void.
- 29. <u>Notices</u>. Any notice to be given hereunder shall be in writing and sent by certified mail, return receipt requested, to the Purchaser at its address given above and to the Seller at Seller's address given above, or at such other address as either party may hereafter designate to the other in writing. The date of mailing shall be deemed to be the date of the giving of the notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.
- 30. <u>Definitions</u>. The term "Purchaser" shall be read as "Purchasers" if more than one person be named herein as the Purchaser, in which case their obligations shall be deemed joint and several. The term "interest" shall mean such interest as Seller is able to obtain on Purchaser's deposit.
- 31. <u>Gender</u>. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine gender whenever the context so requires.
- 32. Other Agreements. This Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire understanding between them and no oral representations or statements shall be considered binding. However, in any conflict between this Agreement and the Offering Plan, the Offering Plan shall control.
- 33. <u>Amendment of Agreement</u>. This Agreement may not be amended except by a written instrument signed by the party sought to be charged therewith or by the duly authorized agent of such party.

34. Broker. Purchaser and Seller agree that

provision thereof.

hereby waived and disclaimed.

35. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement of the intent to any

brought about this sale.

- 36. <u>Disclaimer and Waiver</u>. The Seller's responsibility as a home builder remains limited to things that the Seller can control. The Seller will repair or replace defects in our construction (defects defined as a failure to comply with reasonable standard of residential construction), as explained in our written warranty, provided by separate instrument and incorporated herein by reference. Experiencing mold growth depends largely on how the Purchaser manages the unit relative to moisture and humidity. The Seller will not be responsible for any damage caused by mold, or by some other agent, that may be associated with defects in construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value and adverse health effect, or any other effects. As relates to mold, any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use, are
- 37. Pets: Purchaser has the following pets as of this Agreement and such pet(s) shall reside in the Unit. Indicate type (cat, dog, etc), breed, sex and color _____

Exhibit A - Liens, Encumbrances and	d Other Title Exceptions					
Exhibit B - Extras, Upgrades and Modifications						
39. <u>Attorney Approval</u> : This Purchase Agreement is contingent upon the approval of the Purchaser's attorney. Unless Seller is notified to the contrary in writing within three (3) business days of signing by both parties, this contingency is deemed waived.						
Purchaser	Social Security No					
Purchaser	Social Security No					
Date	_					
THE MARRANO/MARC EQUITY CORPORATION	N					

Date:

38. Exhibits. The following exhibits are attached to and made part of this Agreement:

EXHIBIT A TO PURCHASE AGREEMENT

CENTRAL SQUARE VILLAS

LIENS, ENCUMBRANCES AND OTHER TITLE EXCEPTIONS

- 1. The terms, conditions, covenants, easements and provisions of the Declaration of Central Square Villas and By-Laws of Central Square Villas Condominium Association.
- 2. Zoning and other regulations and ordinances and any amendments thereto provided that neither Units nor their contemplated uses as primary residences are prohibited.
- 3. New York State franchise taxes of any corporation in the chain of title, provided that Ticor Title Insurance Company or any other member of the New York Board of Title Underwriters is willing to insure that such taxes will not be collected out of the Unit.
- 4. Sewer, water, electric, plumbing, heating, gas, telephone, television and other utility easements and consents now or hereafter recorded, including the right to maintain and operate lines, wires, cables, pipes, conduits, poles and distribution boxes in, over, under and upon the Property and the Units.
- 5. Water charges (Seller is obligated to pay all such charges through the date preceding the date of the first closing of a Unit).
- 6. Future installments of special assessments for improvements payable with County taxes.
- 7. Utility easements, rights of way and agreements granted or made with Verizon, Time Warner, National Fuel Gas, NYS Electric and Gas, the Town of Lancaster, County of Erie or any other utility companies or municipalities.
- 8. Rights and claims of parties in possession not shown of record.

EXHIBIT B

CENTRAL SQUARE VILLAS PURCHASE AGREEMENT

EXTRAS, UPGRADES AND MODIFICATIONS

	_ to be built in accordance with Plans and
Specifications on file and WILL include the following:	
Daniel and Defice and a be mornlied by Durchess	
Range and Refrigerator to be supplied by Purchaser Jnderground sump pump and downspouts	
Hand of House predetermined by Seller	
No sidewalks	
Iung sewer Jnderground electric and gas service to the unit	
Common areas to be completed in accordance with terms of	the Declaration.
Purchaser will have a choice of the following, where applical	ble.
urchaser win have a choice of the following, where applicat	DIC.
Countertops, fixtures, carpeting, sheet vinyl and interior painting ubject to availability at the time of installation.	g from the samples submitted by Seller
Purchaser's initials Seller's initials	ials
Purchaser's initials	

CONDOMINIUM UNIT DEED

CENTRAL SQUARE VILLAS

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TH	E MARI	RANO/MA	IRC EQU	лту сс	RPORAT	ION, a F	Florida	corporati	ion having ar	ı office
				West		New	York	14224	("Grantor")	
			("G	rantee"		8				
					,					
	WIT	NESSET	H, that th	ie Gran	tor, in co	nsidera	tion of (One and	More Dollars	(\$1.00
& N									s hereby grai	
rele	ase un	to the Gra	antee, th	e heirs	or succe	ssors ar	id assig	gns of the	e Grantee for	ever:
		ALL th	ıat certa	in piec	e or parc	el of la	nd, wit	th the in	aprovements	
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				ration	of Condo	minium	1 ("Dec	laration") hereinafter	
	reie	rred to as	:							
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	enti	tled CENT	ral sq	UARE V	/ILLAS m	ade by	Granto:	r under A	Article 9-B of	
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	2009	9, and re							e day of	
									covering the	
		•					_		described in	
	Sch	edule "A",	, attache	d heret	o and ma	de a pa	rt here	01.		

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with and subject to the provisions, benefits, rights, privileges, covenants, conditions, restrictions, easements, charges and liens of the Declaration and the By-Laws of the Condominium recorded simultaneously with and as a part of the Declaration as the same may be amended from time to time by instruments recorded in the Office of the Clerk of Erie County, which provisions and amendments thereto (if any) shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

TOGETHER with the benefits and subject to the burdens of other easements, agreements, rights of way and restrictive covenants of record, if any;

TO HAVE AND TO HOLD the same unto Grantee, the heirs or successors and assigns of the Grantee forever.

AND the Grantor covenants that Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor 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 and will apply same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the Grantee, by acceptance of this deed, accepts and ratifies the provisions of the Declaration and By-Laws of the Condominium recorded simultaneously with and as a part of the Declaration, and the Rules and Regulations of the Condominium and agrees to comply with all the terms and provisions thereof as the same may be amended from time to time by instruments recorded in the Eric County Clerk's Office.

The use for which the Unit is intended is that of a residence only, subject to applicable government regulations and the restrictions contained in the Declaration.

The terms "Grantor" and "Grantee" shall be construed as "Grantors" and "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

	THE MARRANO/MARC EQUITY CORPORATION a Florida corporation
	By:
STATE OF NEW YORK) COUNTY OF ERIE) ss.:	
a notary public in and for said state, personally known to me or proved to n individual whose name is subscribed to that he executed the same in his capac	in the year 200, before me, the undersigned, personally appeared, ne on the basis of satisfactory evidence to be the o the within Instrument and acknowledged to me sity, and that by his signature on the instrument, half of which the individual acted, executed the
	Notary Public

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lancaster, County of Erie and State of New York being part of Lots 10 and 12, Section 8, Township 11, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at a point in the centerline of Pleasant View Drive (66.0 feet wide) at the northwest corner of lands conveyed to Pleasant Meadows Associates, LLC by Deed recorded in the Erie County Clerk's Office in Liber 11012 of Deeds at page 165;

THENCE: S-00°-22'-59"-E along the west line of said Pleasant Meadows Associates, LLC lands a distance of 33.01 feet to the south line of Pleasant View Drive;

THENCE: S-89°-05'-37"-E along the south line of Pleasant View Drive a distance of 532.79 feet to the point of beginning of the parcel hereinafter described;

THENCE continuing S-89°-05'-37"-E along the south line of Pleasant View Drive a distance of 677.04 feet;

THENCE: S-64°-22'-14"-E along the south line of Pleasant View Drive a distance of 552.64 feet;

THENCE through said Pleasant Meadows Associates, LLC lands the following seven (7) courses and distances:

- 1.) S-22°-13'-04"-W a distance of 1,015.95 feet;
- 2.) N-64°-20'-43"-W a distance of 16.20 feet;
- 3.) S-24°-48'-33"-W a distance of 208.16 feet;
- 4.) N-73°-59'-54"-W a distance of 85.22 feet;
- 5.) S-83°-33'-55"-W a distance of 161.60 feet;
- 6.) N-52°-15'-44"-W a distance of 79.73 feet;
- 7.) S-89°-37'-01"-W a distance of 383.00 feet to the east line of lands conveyed to Lancaster Central School by deed recorded in Liber 10392 of Deeds at page 385;

THENCE: N-00°-22'-59"-W along said easterly line of Lancaster Central School Lands a distance of 953.76 feet;

THENCE: N-00°-54'-23"-E a distance of 366.90 feet to the POINT OF BEGINNING containing 28.943 acres be the same more or less.

ENGINEER'S REPORT

DESCRIPTION OF COMMON AREAS AND FACILITIES TO BE MAINTAINED BY THE CONDOMINIUM BOARD OF MANAGERS FOR CENTRAL SQUARE VILLAS

TOWN OF LANCASTER, NEW YORK

PREPARED FOR:

MARRANO/MARC EQUITY CORP. 2730 Transit Road West Seneca, New York 14224

PREPARED BY:

GREENMAN-PEDERSEN, INC. 4950 Genesee Street, Suite 165 Buffalo, New York 14225

Job No. BUF-2007075.00



September, 2008 REV. February 2009 Section 20.7 Description of Property and Specifications

(a) Location and Use of Property

The site is located on the south side of Pleasant View Drive west of the Courtyard at Pleasant Meadows and is part of Lots 10 and 12, Section 8, Township 11, Range 6 of the Holland Land Survey, Town of Lancaster, Erie County, New York.

The parcel is zoned Multi-Family Residential District Four ("MFR-4").

(b) Status of Construction

Site construction is proposed for 2009, and all work proposed is new. Certificates of Occupancy will be issued by the Town of Lancaster Building Inspector upon verification and acceptance that all utility and building construction is in compliance with state and local codes.

(c) Site

The site area is 28.94± acres and thirty-nine (39) buildings with a total number of two-hundred (200) units are proposed at this development. The streets within the development (4,192± L.F.) will be privately owned and maintained by the Condominium Board of Managers, along with the storm sewers and waterlines. The source of water supply for the proposed development will be two (2) connections to the existing 12" watermain on the south side of Pleasant View Drive (C.H. #161). The two (2) service connections (10") at the Pleasant View Drive right-of-way will be owned by the Town of Lancaster and maintained by the Erie County Water Authority.

Sidewalks (2,950± L.F./5' wide asphalt) are proposed within the development according to the paving and drainage plan sheets 9 & 10 of 23, and will be owned and maintained by the Condominium Board of Managers.

Street lighting within the development will be owned and maintained by the Central Square Villas Condominium Board of Managers.

(d) Utilities

- (1) Twenty-one (21) cleanouts and thirty-nine (39) six inch by four inch wyes with cleanouts are proposed along with 1,588± feet of 6 inch P.V.C. (Polyvinyl Chloride), sewer pipe that will connect to the public sewer system, the 6 inch mains will be owned and maintained by the Central Square Villas Board of Managers.
- (2) The water system will be owned and maintained by the Central Square Villas Board of Managers and consists of 2,665± feet of 10 inch P.V.C. and 1,700± feet of 8 inch P.V.C. (AWWA C-900) watermain, eight (8) fire hydrants, two (2) 8" Watts Series 909 RPDA backflow preventor (RPZ) with two (2) 8" Neptune "Protectus III Model Meter" by the Erie County Water Authority installed in two (2) Modified HB8N "Hot Boxes" with 2 1,500 watt heaters or approved equal, 2,220± feet of 2" soft "K" copper water service (domestic) with twenty (20) 2" curb stops. The water source is from two (2) 10" service connections on an existing 12" Town of Lancaster main located on the south side of Pleasant View Drive.

A total of 2,220± L.F. feet of 2" soft "K" copper water service (domestic) with twenty (20) 2" curb stops will be installed with 1½" soft "K" copper to four (4) unit buildings and 2" soft "K" copper to the six (6) and eight (8) units, the entire water system will be owned and maintained by the Central Square Villas Board of Managers.

- (3) Natural Gas Service: A public natural gas line exists on Pleasant View Drive and will be installed southerly along Hanover Street, Brockton Drive, Cumberland Street, and Denton Drive to service this particular site.
- (4) Electric Service: Public electric service is available for all units from New York State Electric & Gas.
- (5) Cable Television: Cable television service is available for all units from Time Warner.
- (6) Telephone: Telephone service to the individual units is available from Verizon.

- (e) Sub-Soil Condition
 - (1) The soil survey of Erie County, New York, indicates one predominant soil type in the project area. The primary soil type within the project site is Ovid Silt loam. This gently sloping soil is somewhat poorly drained. From January through May this soil has a perched seasonal high water table. Depth to bedrock is generally greater than 60 feet or more.

According to Federal Emergency Management Agency (FEMA) map, town of Lancaster, Erie County, Community Panel Number 360249 0004C, dated 2/23/01: this project site is not located in a 100 year flood plain.

- (f) Landscaping and Enclosures: See architect's report
- (g) Building size: See architect's report
- (h) Structural System: See architect's report
- (i) Auxiliary Facilities: See architect's report
- (j) Plumbing and Drainage
 - (1) Water Supply: Water will be supplied by the public municipality and Erie County Water Authority.
 - (2) Fire Protection: Provided by the Bowmansville Fire District.
 - (3) Water Storage Tank and Enclosure: not applicable
 - (4) Water Pressure: Adequate pressure and flow is available in the existing public water system to provide for domestic service and fire protection.
 - (5) Sanitary Sewage System
 - (i) Sewage Piping: Twenty-one (21) private sanitary cleanouts are planned along with 1,588± lineal feet of private 6" P.V.C. (SDR-35) sewer main (laterals).
 - (ii) Sewage Pumps: Not applicable.

- (iii) Sewage Disposal: The proposed (laterals) sanitary sewer system will be owned and maintained by the Condominium Board of Managers.

 Wastewater flows generated by the project will be tributary to the public system along Hanover Street, Brockton Drive, Cumberland Street, and Denton Drive and will be tributary to the Courtyard at Pleasant Meadows, and ultimately tributary to the Town of Lancaster and Erie County Sewer District No. 4.
- (iv) Sediment Chambers with flow splitter manholes: There will be two (2) independent systems, the first system will consist of flow splitter manhole #4, Sediment Chamber #1 (7R) and storm manhole #5, the second system will consist of flow splitter manhole #1, Sediment Chamber #2 (6R) and Storm Manhole #2. The sediment treatment chambers shall be the Environment 21, LLC with the capabilities of removing the course sediment for water quality flow rate determined. The two (2) sediment treatment chambers, the two (2) flow splitter manholes, and the two (2) storm manholes 2 & 5 shall be fabricated in accordance with ASTM standards for H-20 loading, pre-cast concrete and assembled at the site.
- (v) Light Duty Receivers: Surface water runoff from the rear of the buildings will be collected by forty (40) standard precast concrete structures.
- (vi) Rear Yard and Roof Drains: 6 inch H.D.P.E. (High Density Polyethylene) piping is specified for the backyard drainage system.
- (vii) Standard Road Receivers: Surface water runoff from the parking areas, and the private drives will be collected by the twenty-seven (27) standard precast concrete structures.

- (viii) Piping: All storm drainage piping is specified as High Density Polyethylene (H.D.P.E.) or Perforated High Density Polyethylene (P.H.D.P.E.) and shall meet AASHTO M-252 or M-294 Type S specifications.
 - A. $8"-1,082 \pm L.F. -585 \pm L.F. 8"$ perforated
 - B. $10^{\circ} 824 \pm L.F.$
 - C. $12" 1,879 \pm L.F. 300 \pm L.F. 12"$ perforated
 - D. $15" 517 \pm L.F. 814 \pm L.F. 15"$ perforated
 - E. $18" 374 \pm L.F., -838 \pm L.F. 18"$ perforated
 - F. 24" perforated 826± L.F.
 - G. $30" 52 \pm L.F., -571 \pm L.F. 30"$ perforated
 - H. $36" 325 \pm L.F., -139 \pm L.F. 36"$ perforated
- (ix) Asphaltic Concrete Pavement: The twenty-four (24) foot wide driving lane and the parking spaces (driveways) (32,075± total sq. yds.) shall be fifteen (15) inches thick and shall be made up of the following material:

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1" top (N.Y.S.D.O.T., Item No. 403.18, Type 7)
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- 2" Dense Binder (N.Y.S.D.O.T., Item No. 403.13, Type 3)
- 4" Base (N.Y.S.D.O.T., Item No. 403.11)
- 8" Compacted 2" ROC stone base (N.Y.S.D.O.T. Item No. 304.02)

The Central Square Villas maintenance personnel shall be responsible for the removal of snow and ice from the roadways and driveways.

The private streets shall be installed to standard specification.

Hanover Street – 1,616± L.F., Brockton Drive – 973± L.F., Denton Drive – 770± L.F., Cumberland Street – 833± L.F.

(x) Concrete Curbing: The twenty-four (24) inch high poured in place concrete curb or the twenty (20) inch high extruded curb is an acceptable alternate (Class A, 4,000 psi conc. Curb) set in a bedding of Type 1 crushed stone NYSDOT Item 605.91 at the entrance on Brockton Drive 96± L.F. conc. Curb and Hanover Street 106± L.F. conc. curb.

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	(6)	Permits Required:					
-		Approval Required	Approval Date				
		Preliminary Concept Approval by Town of Lancaster	02/06/08				
		Final Site Plan Approval by Town of Lancaster					
		Public Sanitary Sewers by Erie County Health Dept.					
		Private Water Supply by Erie County Health Dept.					
		Subdivision Map Cover No, filed in Erie County Clerk's Office					
		Town of Lancaster Building Permits					
(k)	Heati	ng: See architect's report.					
(1)		Supply: Natural gas is provided to the site by National Fuel Pleasant View Drive. Gas supply lines are cast iron on the					
(m)	Air C	Conditioning: See architect's report.					
(n)	Venti	ilations: See architect's report.					
(o)	Electr	rical System: See architect's report.					
	Electricity is provided by NYSEG Corporation. A 150 amp service with a 120/240 voltage, single phase will be used. The townhouse units will have approximately 45-55 outlets, depending on the plan, with a ground fault in all baths, kitchen and exterior outlets.						
(p)	Door	Signal Operations: See architect's report.					
(q)		c Area Lighting: Street lights owned and maintained by the d of Managers.	Central Square Villas				

- (r) Garages and Parking Areas/Yards and Courts:
 - (1) Paving: An 8'-10" wide blacktop driveway poured over 8" of crushed stone base will be used for all the driveways to the townhouse units. The blacktop driveway will be the same pavement thickness as the twenty-four (24) private drives.
 - (2) Drainage: The grounds of the townhouse units will be individually graded with swales which connect the drainage into receivers and discharge into the storm sewers. The gutter runoff will be connected directly into the storm sewers.
- (s) Swimming Pool: See architect's report.
- (t) Tennis Courts, Playgrounds and Recreational Facilities: See architect's report.
- (u) Permits and Certifications:

A building permit is required by the Town of Lancaster prior to starting building construction. Certificates of Occupancy will be issued by the Town of Lancaster demonstrating compliance with local and state building codes.

- (v) Violations: No violations exist as of the date of this report. If any violations are issued during the construction process, they will be cured and/or removed of the record prior to the issuance of the permanent Certificate of Occupancy.
- (w) Unit Information: See architect's report.
- (x) Finish schedule of space other than units: See attached map.
- (y) Safety and warning devices: See architect's report.
- (z) Additional Information: See architect's report.

Continuation of

Description of Property and Specifications or Building Conditions for:

CENTRAL SQUARE VILLAS

Town of Lancaster Erie County, New York

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4/24/00

Richard Skop

Licensed Engineer

3160 Rt. 394

PO Box 151

Buffalo, New York 14758

April 2009

Description of

Central Square Villas Condominium Association

Property and Specifications

(a) Location and Use of Property See Greenman-Pedersen, Inc. report

(b) Status of Construction See Greenman-Pedersen, Inc. report

(c) Site
See Greenman-Pedersen, Inc. report

(d) Utilities

See Greenman-Pedersen, Inc. report

(e) Sub-Soil Conditions

See Greenman-Pedersen, Inc. report

(f) Landscaping and Enclosures

- (1) Grass Cover: Grass will cover the entire Condominium property with the exception of the building footprints, roadways, driveways, walkways, pool and pond. The site will be seeded with a standard grass seed mix.
- (2) Plantings: The property will be landscaped utilizing a standard landscape design. Please refer to the landscape plan attached to this report.
- (3) Trees: Various trees will be located throughout the property. Please refer to the landscape plan attached to this report.
- (4) Fencing: A wood fence will run along the eastern edge of the property as shown on the site plan attached to this report. An additional fence will surround the pool and be designed and installed per regulations.
- (5) Gates: Not applicable.
- (6) Garden Wall: Not applicable.
- (7) Retaining Wall: Not applicable.
- (8) Display Pools and Foundations: Not applicable.

(g) Unit/Building Size:

Four (4) unit types will be offered to Purchaser. The Cambridge consists of approximately 1,236, 1,238 and 1,270 square feet. The Livingston consists of approximately 1,366 and 1,381 square feet. The Winston consists of 1,266 and 1,285 square feet. The York consists of approximately 1,038 and 1,046 square feet.

Description of Central Square Villas Condominium Association Property and Specifications

Three (3) Hybrid unit types will be offered to Purchaser within one (1) Hybrid Building. The Hybrid Cambridge consists of approximately 1,243 square feet. The Hybrid Livingston consists of approximately 1,413 square feet. The Hybrid Winston consists of approximately 1,316 square feet.

A. The Cambridge

- (1) Total Height: The total height of The Cambridge unit is approximately 25'-11" from the ground level to the highest point of the roof.
- (2) Crawl Spaces: The basement under the condominium unit will be approximately 7'-0" from the bottom of the floor joists to the top of the concrete floor slab and none of the units will contain crawl spaces.
- (3) Number of Cellars: There will be 120 full basements throughout the project and none of them will contain any type of sub basement.
- (4) Number of Floors: Each condominium unit will be a two floor layout.
- (5) Equipment Rooms: Not applicable.
- (6) Parapet: Not applicable.
- (7) No handicapped provisions are included for the units.

B. The Livingston

- (1) Total Height: The total height of The Livingston unit is approximately 27'-7" from the ground level to the highest point of the roof.
- (2) Crawl Spaces: The basement under the condominium unit will be approximately 7'-0" from the bottom of the floor joists to the top of the concrete floor slab and none of the units will contain crawl spaces.
- (3) Number of Cellars: There will be 76 full basements throughout the project and none of them will contain any type of sub basement.
- (4) Number of Floors: Each condominium unit will be a two floor layout.
- (5) Equipment Rooms: Not applicable.
- (6) Parapet: Not applicable.
- (7) No handicapped provisions are included for the units.

Description of Central Square Villas Condominium Association Property and Specifications

C. The Winston

- (1) Total Height: The total height of The Winston unit is approximately 27'-7" from the ground level to the highest point of the roof.
- (2) Crawl Spaces: The basement under the condominium unit will be approximately 7'-0" from the bottom of the floor joists to the top of the concrete floor slab and none of the units will contain crawl spaces.
- (3) Number of Cellars: There will be 76 full basements throughout the project and none of them will contain any type of sub basement.
- (4) Number of Floors: Each condominium unit will be a two floor layout.
- (5) Equipment Rooms: Not applicable.
- (6) Parapet: Not applicable.
- (7) No handicapped provisions are included for the units.

D. The York

- (1) Total Height: The total height of The York unit is approximately 26'-5" from the ground level to the highest point of the roof.
- (2) Crawl Spaces: The basement under the condominium unit will be approximately 7'-0" from the bottom of the floor joists to the top of the concrete floor slab and none of the units will contain crawl spaces.
- (3) Number of Cellars: There will be 76 full basements throughout the project and none of them will contain any type of sub basement.
- (4) Number of Floors: Each condominium unit will be a one floor layout.
- (5) Equipment Rooms: Not applicable.
- (6) Parapet: Not applicable.
- (7) No handicapped provisions are included for the units.

E. The Hybrid Building

(1) Total Height: The total height of The Hybrid Building is approximately 28'-3" from the ground level to the highest point of the roof.

Description of Central Square Villas Condominium Association Property and Specifications

- (2) Crawl Spaces: The basements under the condominium building will be approximately 7'-0" from the bottom of the floor joists to the top of the concrete floor slab and none of the units will contain crawl spaces.
- (3) Number of Cellars: There will be 2 full basements for The Hybrid Cambridge, 1 full basement for The Hybrid Livingston and 1 full basement for The Hybrid Winston throughout the project and none of them will contain any type of sub basement.
- (4) Number of Floors: Each condominium unit will be a two floor layout.
- (5) Equipment Rooms: Not applicable.
- (6) Parapet: Not applicable.
- (7) No handicapped provisions are included for the units.

(h) Structural Systems

- (1) Exterior of Buildings:
 - (i) Walls: The foundation of the condominiums' walls shall consist of 7'-0" x 8" poured concrete walls with a minimum of 16" wide x 8" high poured concrete spread footings below. The concrete mix design requirement is a minimum compressive strength of 3,000 psi. The foundation drainage system will consist of 4" drain tile with Geotech fabric wrap on a minimum of 2" crushed rock. A layer of Delta MS wall drain / damp proofing, or equal, will be applied to the outside of the foundation walls before back filling.

The exterior walls of the condominium will be constructed with 2"x4" and 2"x6" at 16" on center wall stud framing. The walls will be insulated with Johns Mansville Formaldehyde-free Fiberglass 3 ½" R-13 batt insulation, or equal, covered on the interior side with a 2 mil poly vapor barrier. A layer of ½" Gypsum Wall Board is then applied, which will be painted. On the outside 7/16" O.S.B. sheeting is used and a barrier is applied over it. A 4" exposure vinyl siding will cover all of its sides.

Firewalls: The Hybrid Building firewall will be UL#: U334, and shall be constructed with 2"x4" at 16" on center wall stud framing. The walls will be insulated with 2" Thermafiber SAFB. A ½"x2 ½" resilient channel will be applied to one side of the stud wall framing. Two layers of 5/8" type "x" gypsum wall board is then applied to each side of the stud wall framing, with the outer layers painted. The 7/16"

Description of Central Square Villas Condominium Association

Property and Specifications

O.S.B. sheathing used for exterior walls shall cover the firewalls at their termination with the exterior. The exterior walls shall abut the firewalls. The firewalls shall be continuous from the foundation to the underside of the roof sheathing. Firewalls shall be constructed following all instructions and specifications per Underwriters Laboratory (U.L.) Certification Directory.

The Condominium Buildings firewall will be UL#: U905 with the exception of the Hybrid Building as stated above and shall be constructed with 8" nominal concrete block having the D-2 (2hr.) classification and bearing the UL Classification marking. Blocks are to be laid in full bed of mortar, nominal 3/8" thick of not less than 2 ¼ and not more than 3 ½ parts of clean sharp sand to 1 part Portland cement and not more than 50 percent hydrated lime. Vertical joints staggered. The exterior walls shall abut the firewalls. The firewalls shall be continuous from the foundation to the underside of the roof sheathing. Firewalls shall be constructed following all instructions and specifications per Underwriters Laboratory (U.L.) Certification Directory.

(ii) Windows:

(a) Hybrid Building:

Pella Encompass or equal will be used in all Hybrid units. Each window has a minimum of 2 9/16" frame with a factory applied wood extension jamb and a prefinished white extruded vinyl exterior with an integral nailing fin. The interior is prefinished white.

Window warranty/guarantees are standard manufacturer warranties as offered through Pella.

The sash is steel reinforced, prefinished vinyl exterior for strength and durability. The interior is vinyl. The hardware includes factory applied locks and keeper and compression tilt jamb liners. The screen frame is vinyl with grey mesh fabric.

(b) All Other Units:

Pella Encompass or equal will be used in all Hybrid units. Each window has a minimum of 4 9/16" frame and a prefinished white extruded vinyl exterior with an integral nailing fin. The interior is prefinished white.

Window warranty/guarantees are standard manufacturer warranties as offered through Pella.

The sash is steel reinforced, prefinished vinyl exterior for strength and durability. The interior is vinyl. The hardware includes factory applied locks and keeper and compression tilt jamb liners. The screen fame is vinyl with grey mesh fabric.

- (iii) Landmark Status: Not applicable.
- (2) Parapets and Copings: Not applicable.
- (3) Chimneys and Caps: The furnace flue (double wall sheet metal) is located in the chimney chase.
- (4) Balconies and Terraces: Not applicable.
- (5) Exterior Entrances:
 - (i) Exterior Doors and Frames: Doors are constructed of fiberglass exterior and polyurethane foam core. They have a raised panel effect for decoration. Each doorframe shall be a wood frame with weather stripping installed. The hardware shall be (3) 4"x4" non-template hinges and a single bore lock preparation. Patio door will be sliding Pella Encompass or equal.
 - (ii) Vestibule Doors and Frames: Not applicable.
 - (iii) Exterior Stairs: The condominiums will require concrete exterior stairs to grade at the front entrance and wood plank stairs at the rear patio door of each unit.
 - (iv) Railings: Exterior railings will not be required at the entrance of the home since the grade isn't low enough.
 - Mailboxes: A mailbox center will be provided by the seller and located per local post office regulations.
 - (vi) Lighting: Exterior lights will be located around the home. One wall-mounted fixture will be placed at the garage door. One wall-mounted fixture will be located at the front entry door. One wall-mounted fixture will be located at the living room or dinette door (depending on model).

- (6) Service Entrances: Not applicable.
- (7) Roof and Roof Structures:
 - (i) Type Roofs for All Areas: Stick framed.
 - (a) Material: 2"x6", 2"x8" and 2"x10" rafters with 7/16" OSB sheathing.
 - (b) Insulation: High density R-26 Kraft faced insulation will be placed in any sloped ceiling and 6" Kraft faced double layer insulation for a total of R38 will be placed in all other ceilings. 14" baffles with 10" wide airspace will be installed in all sloped ceiling bays.
 - (c) Surface Finish: IKO Marathon or their equivalent, 235 weight self sealing fiberglass shingles will be used on all of the roofs.
 - (d) Bond or Guarantee: The IKO shingle carries a 25-year limited warranty.
 - (e) Flashing Materials: Mill finish aluminum at all vertical sidewalls and chimneys.
 - (ii) Drains:
 - (a) Not applicable.
 - (b) The gutters will be 5" seamless .032 heavy gauge aluminum, with a baked on enamel finish. They will be secured with aluminum nails and ferrules. Gutters and corners will be riveted and sealed with a liquid rubber.

Down spouts will be 2"x 3" rectangular in shape with a baked on enamel finish.

- (iii) Skylights: Not applicable.
- (iv) Bulkheads: Not applicable.
- (v) Metal Work at Roof Levels: Not applicable.
- (vi) Rooftop Facilities: Not applicable.
- (8) Fire Escapes: Not applicable.

(9) Yards and Courts:

- (i) Paving: A 9'-0" or 16'-0" wide asphalt driveway over 6" of crushed stone will be used for all driveways to the condominium units. A 3'-0" wide x 4" deep concrete walkway poured over 4" of crushed stone will also lead from the driveway to the front entry door. A 10'x17'-2" or 9' x12'-2" concrete patio poured over crushed stone will be used for the Livingston and York models respectively.
- (ii) Drainage: The grounds of the condominium buildings will be individually graded with swales, which direct the drainage into receivers and discharge into the storm sewers. The gutter run off will be tied directly into the storm sewers.
- (iii) Railings: Not applicable.
- (iv) Stairs: Not applicable.
- (v) Fencing: A wood fence will run along the western edge of the property as shown on the site plan attached to this report. An additional fence will surround the pool and be designed and installed per regulations.
- (vi) Walls: Not applicable.

(10) Interior Stairs:

- (i) Number of Stairs: The Cambridge, The Livingston, The Winston, The Hybrid Cambridge, The Hybrid Livingston and The Hybrid Winston condominium unit will each have three sets of wooden stairs. The York condominium unit will each have two sets of wooden stairs.
- (ii) Enclosure: The stairs from the first floor to the second floor (where applicable). The stairs from the first floor to the basement and the step from the first floor to the garage will not be enclosed.
- (iii) Stair Construction: The stairs from the first floor to the basement will be a closed riser with a 1 ¼" nosing, the stringer will remain exposed. Tread, stringers and risers to be painted. The stairs from the first floor to the second floor will be closed risers with a 1 ¼" nosing and concealed stringers. Stringers to be painted or stained, treads and risers to be carpet covered.
- (iv) Stringers: Made of wood.

- (v) Treads: Made of wood.
- (vi) Risers: Made of wood.
- (vii) Guard Rails: Wood handrails are proposed on open sides of stairs.
- (viii) Balustrade: Not applicable.

(11) Interior Doors and Frames:

(i) Unit Entrance and Interior Doors/Frames: The garage entrance door is constructed with a galvanized steel exterior and polyurethane core. The frame is a steel frame with weather stripping installed. The door meets a ¾ hour fire rating in accordance with the local fire code. A self-closing hinge is also installed.

The remaining interior doors are hardboard doors painted white.

- (ii) Corridor Doors and Frames: Not applicable.
- (iii) Stair Hall Doors and Frames: Not applicable.
- (iv) Roof Doors, Basement Doors and Frames: There will be no doors to the roof. The basement door will be hardboard painted white on a wood or MDF frame.
- (12) Elevators: Not applicable.
- (13) Elevator Cabs: Not applicable.

(i) Auxiliary Facilities

- (1) Laundry Rooms: Each individual unit will contain water, drain, electric and gas hook-ups. Purchaser to provide own washer and dryer.
- (2) Refuse Disposal:
 - (i) Incinerators: There will be no incinerators.
 - (ii) Compactors: There will be no compactors.
 - (iii) Approvals: There are no approvals required.
 - (iv) Initial Storage: Refuse should be stored within individual units until pick up.

(v) Pick Up Schedule: The Town of Lancaster will provide curbside disposal service once a week.

(j) Plumbing and Drainage

See Greenman-Pedersen, Inc. report

(k) Heating

- (1) Each unit will be equipped with an A.O. Smith 40-gallon capacity or equal hot water heater, 40,000 BTU input with a 6 year manufacturer's warranty. The hot water heater will be located in the basement.
- (2) Each unit will contain one furnace, a 50,000 BTU Rheem/Weatherking model #80PS05EAR or equal. The furnace models have an efficiency rating of 80% and have adequate capacity to provide heat for the home with an internal and ambient condition rate of 0° outside / 70° inside. All furnaces will be located in the basement. Heat distribution is by forced air and the fuel source is natural gas.

(I) Gas Supply

See Greenman-Pedersen, Inc. report

(m) Air Conditioning

To be optional.

(n) Ventilation

- (1) Each unit will be provided with the following ventilation systems:
 - (i) A required chimney flue as per manufacturer's specifications for each furnace.
 - (ii) Exhaust fans with a minimum air flow of 70 CMF for all baths.
 - (iii) A dryer vent in all laundries.
 - (iv) Each unit has its own individual 1 or 2-car garage. Roof vents per plan at main house and ventilated soffit throughout will provide necessary ventilation.
 - (v) There are no windowless corridors in any unit.
 - (vi) All attics will contain 10"x10" box vents with continually vented soffit and will have a ventilation rate of 1sf of ventilation per 300sf of attic space.

Central Square Villas Condominium Association

Property and Specifications

(o) Electrical System

- (1) New York State Electric and Gas provides electricity.
- (2) A 150 Amp service will be used. All units will have duplex outlets, with ground fault in all baths, kitchens and exterior outlets. All basement lights will be on one (1) switch.
- (3) Sixteen (16) circuits are provided for each unit, which is adequate for modern usage including air conditioning and appliances.
- (4) Copper wiring is specified in all units.
- (5) The light fixture schedule for each unit is as follows:

<u>Cambridge</u>

- a. 1-Ceiling light in foyer
- b. 1-Ceiling light in dinette
- c. 1-Ceiling light in kitchen
- d. 1-Ceiling light in staircase landing
- e. 1-Ceiling light in upper hali
- f. 1-Ceiling light in bedroom #2
- g. 1-Wall light in powder room
- h. 1-Wall light in master bath
- i. 1-Ceiling light in master bath
- j. 1-Recess light in lower hall at staircase
- k. 1-Recess light in powder room
- I. 1-Fluorescent light in laundry room
- m. 1-Fluorescent light in master walk-in closet
- n. 1-Door chime
- 1-Wall light at front entry (exterior)
- p. 1-Wall light at garage front (exterior)
- q. 1-Wall light at dinette door (exterior)

Livingston

- a. 1-Ceiling light in kitchen
- b. 1-Ceiling light in dinette
- c. 1-Ceiling light in laundry room
- d. 1-Wall light in powder room
- e. 1-Wall light in main bath
- f. 1-Recess light in foyer
- g. 1-Recess light in lower hall
- h. 1-Recess light in kitchen
- i. 1-Recess light in mud room

Central Square Villas Condominium Association Property and Specifications

- j. 3-Recess lights in upper hall
- k. 1-Fluorescent light in laundry area
- l. 1-Fluorescent light in master walk-in closet
- m. 1-Door chime
- n. 1-Wall light at front entry (exterior)
- o. 1-Wall light at garage front (exterior)
- p. 1-Wall light at dinette door (exterior)

Winston

- a. 1-Wall light in powder room
- b. 1-Wall light in main bath
- c. 1-Wall light in master bath
- d. 1-Recess light in foyer
- e. 1-Recess light in hall at bottom of stairs
- f. 3-Recess lights in kitchen/dinette
- g. 2-Recess lights in mud room
- h. 1-Recess light at top of stairs
- i. 2-Recess lights in upper hall
- j. 1-Fluorescent light in laundry closet
- k. 1-Fluorescent light in master walk-in closet
- 1-Wall light at front entry (exterior)
- m. 1-Wall light at garage front (exterior)
- n. 1-Wall light at kitchen/dinette door (exterior)
- o. 1-Door chime

York

- a. 1-Wall light in main bath
- b. 1-Wall light in master bath
- c. 1-Recess light in foyer
- d. 3-Recess lights in kitchen/dinette
- e. 3-Recess lights in mud room
- f. 1-Recess light in main bath
- g. 1-Fluorescent light in laundry closet
- h. 1-Fluorescent light in master walk-in closet
- i. 1-Wall light at front entry (exterior)
- j. 1-Wall light at garage front (exterior)
- k. 1-Wall light at kitchen/dinette door (exterior)
- I. 1-Door chime
- (6) Light bulbs are the responsibility of the purchaser.
- (7) Television Reception Facilities: Time Warner Cable will provide Cable TV.
- (p) Intercommunication and/or Door Signal Systems, Security Closed Circuit TV

The condominium units will contain a standard door chime system. The chime will be located in the foyer with the button at the front door. The purchaser, as part of the fixture allowance, will select it.

(q) Public Area Lighting

See Greenman-Pedersen, Inc. report

(r) Garage and Parking Areas

See Greenman-Pedersen, Inc. report

(s) Swimming Pool(s)

One swimming pool will be located within the project consisting of approximately 22,275 gallons and surrounded by a 56'-0" x 42'-0", 4" concrete pool deck.

- (1) Type: The pool walls and floor shall be constructed of air implaced gunite concrete construction with a marcite finish coat. Pool walls will be designed so that walls and floor meet in a radii monolithic construction using a minimum of 4,000 lbs. test concrete. All walls and floor to have 3/8" and ½" reinforcing bars 12" on center. The pool will be adjacent to the Clubhouse located on the South-West corner of the development.
- (2) Size: 28'-6"x18'-0"x40'-0" custom pool. 3'-0" to 4'-11" deep with concrete steps. A maximum of forty-nine (49) bathers are permitted at any one time.
- (3) Enclosure: Not applicable.
- (4) Pumping and Filter System: Filtration system shall be designed for a 4.4 hour turnover on the pool. System shall consist of one (1) Sta-Rite modular media 300 square foot Cartridge Filters designed for 85 GPM and Sta-Rite 1 ½ HP Max-E-Pro 230 Volt Single phase pump and motor complete with hair and lint strainer basket.
- (5) Water Heating Equipment: Sta-Rite Max E Therm Electronic Natural gas fired, power venting pool heater 400,000 BTU for main pool complete with necessary face piping. Heater will be complete with power venting capability.
- (6) Structural Support: Not applicable.

(t) Tennis Courts, Playgrounds and Recreation Facilities

- (1) Tennis Courts: Not applicable.
- (2) Playgrounds: A tot lot, approximately 45'x50', will be located in the southwestern corner of the community. No fencing will be used; the area will be left open for the use and enjoyment of the Central Square Villas residents.

- (3) Other Recreational Facilities (Clubhouse): A clubhouse will be located in the southwestern corner of the community and consist of approximately 1,149 square feet.
 - (i) Total Height: The total height of The Clubhouse is approximately 15'-11" from the ground level to the highest point of the roof.
 - (ii) Crawl Spaces: Building will have a 4", fiber mesh reinforced slab on grade with 8"x4'-0" foundation wall over 16"x8" concrete footing. Slab to thicken to 8" at foundation wall transition.
 - (iii) Number of Cellars: Not applicable.
 - (iv) Number of Floors: The building will be a one floor layout.
 - (v) Equipment Rooms: Within main building, to contain furnace, hot water tank, pool heater, sink and other pool equipment. The room consists of approximately 132 square feet and is approximately 11'-0" x 12'-0".
 - (vi) Parapet: Not applicable.
 - (vii) Handicapped Provisions: Minimum 3'-0" doors at all passable doorways. One each, Women's and Men's accessible, single occupant, Lavatories. Slab on grade construction.
- (u) Permits and Certificates
 See Greenman-Pedersen, Inc. report
- (v) Violations
 See Greenman-Pedersen, Inc. report

(w) Unit Information

- (1) All construction proposed is new. The three (3) Hybrid unit types are approximately 1,243 square feet, 1,413 square feet and 1,316 square feet. The other four (4) unit types are approximately 1,236 square feet, 1,238 square feet, 1,270 square feet, 1,366 square feet, 1,381 square feet, 1,266 square feet, 1,285 square feet, 1,038 square feet and 1,046 square feet. The principal rooms are the family room, dinette, kitchen, laundry area, full bath and 2 bedrooms for all unit types offered. Some unit types contain an additional powder room and / or full bathroom.
- (2) The materials and finishes of each unit is as follows:

Central Square Villas Condominium Association Property and Specifications

- (i) Walls: ½ inch gypsum wallboard on walls and ceiling planes with two (2) coats of flat latex paint on walls and textured sprayed ceilings.
- (ii) Woodwork: Around all doors, windows and base shall be painted with two (2) coats of high-gloss trim paint or stained.
- (iii) Flooring Covering:

<u>Cambridge</u>: The foyer, powder room, main bath, laundry room, kitchen and dinette floors to be equipped with Armstrong Initiator sheet vinyl or equal. The remaining floor will be carpeted with Mohawk Matfield carpet or equal with "Classic" bonded pad or equal.

<u>Livingston</u>: The foyer, guest closet, rear hall, powder room, main bath, laundry closet, kitchen and dinette floors to be equipped with Armstrong Initiator sheet vinyl or equal. The remaining floor will be carpeted with Mohawk Matfield carpet or equal with "Classic" bonded pad or equal.

<u>Winston</u>: The foyer, guest closet, rear hall, powder room, master bath, main bath, laundry closet, kitchen and dinette floors to be equipped with Armstrong Initiator sheet vinyl or equal. The remaining floor will be carpeted with Mohawk Matfield carpet or equal with "Classic" bonded pad or equal.

<u>York</u>: The foyer, guest closet, hall to bedroom #2, master bath, main bath, kitchen, dinette and laundry closet floors to be equipped with Armstrong Initiator sheet vinyl or equal. The remaining floor will be carpeted with Mohawk Matfield carpet or equal with "Classic" bonded pad or equal.

(iv) Kitchen cabinets will be manufactured by "Homecrest" cabinets or equal. The cabinets are equipped with wood doors with recessed panel styling. Drawer fronts will be ¾ inch thick, solid hardwood with machined edge profiles to match door front. Cabinets include full adjustable, self-closing exposed hinges and ¾ inch thick laminated adjustable shelves. Kitchen counters will have laminate or equal tops offered in optional colors to be selected by the purchaser.

(3) Appliances:

- (i) Dishwasher Whirlpool DU915PWS or equal.
- (ii) Range Hood Nutone RL6130 or equal.

Central Square Villas Condominium Association

Property and Specifications

(4) Plumbing:

Cambridge

- 1-Sterling 71090110/20-0 Acclaim 60"x30"x72" tub & shower (white) with shower rod and Kohler K-P304-K-NA/P15601-4S-CP lever handle faucet (chrome) or equal.
- 1-Sterling 442044-0 Elliot 20"x17" sink (white) with Kohler K-P15182-LD-CP lever handle faucet (chrome) or equal.
- 2-Sterling 404015-0/404515-0 round toilet with Bemis #70 seat (white) or equal.
- 1-ProFlo PF4600/4604 pedestal sink (white) with Kohler K-P15182-LD-CP lever handle faucet (chrome) or equal.
- 1-Sterling 11402-4 Southhaven 33"x22" 4-hole double bowl sink (stainless steel) with Kohler K-P15171-CP faucet (chrome) or equal.
- 1-Washing machine box.
- 2-Exterior cold water faucets.

Livingston

- 1-Sterling 71090110/20-0 Acclaim 60"x30"x72" tub & shower (white) with shower rod and Kohler K-P304-K-NA/P15601-4S-CP lever handle faucet (chrome) or equal.
- 1-Sterling 442044-0 Elliot 20"x17" sink (white) with Kohler K-P15182-LD-CP lever handle faucet (chrome) or equal.
- 2-Sterling 404015-0/404515-0 round toilet with Bemis #70 seat (white) or equal.
- 1-ProFlo PF4600/4604 pedestal sink (white) with Kohler K-P15182-LD-CP lever handle faucet (chrome) or equal.
- 1-Sterling 11402-4 Southhaven 33"x22" 4-hole double bowl sink (stainless steel) with Kohler K-P15171-CP faucet (chrome) or equal.
- 1-Washing machine box and overflow pan.
- 2-Exterior cold water faucets.

Winston

- 1-Sterling 72220100-0 Ensemble Curve 48" shower (white) with Kohler K-P304-K-NA/K-P15611-4-CP lever handle faucet (chrome) or equal.
- 2-Sterling 442044-0 Elliot 20"x17" sink (white) with Kohler K-P15182-LD-CP lever handle faucet (chrome) or equal.
- 3-Sterling 404015-0/404515-0 round toilet with Bemis #70 seat (white) or equal.
- 1-Sterling 71090110/20-0 Acclaim 60"x30"x72" tub & shower (white) with shower rod and Kohler K-P304-K-NA/P15601-4S-CP lever handle faucet (chrome) or equal.
- 1-ProFlo PF4600/4604 pedestal sink (white) with Kohler K-P15182-LD-CP lever handle faucet (chrome) or equal.

Central Square Villas Condominium Association

Property and Specifications

- 1-Sterling 11402-4 Southhaven 33"x22" 4-hole double bowl sink (stainless steel) with Kohler K-P15171-CP faucet (chrome) or equal.
- 1-Washing machine box.
- 2-Exterior cold water faucets.

York

- 1-Sterling 71090110/20-0 Acclaim 60"x30"x72" tub & shower (white) with shower rod and Kohler K-P304-K-NA/P15601-4S-CP lever handle faucet (chrome) or equal.
- 2-Sterling 442044-0 Elliot 20"x17" sink (white) with Kohler K-P15182-LD-CP lever handle faucet (chrome) or equal.
- 2-Sterling 404015-0/404515-0 round toilet with Bemis #70 seat (white) or equal.
- 1-Sterling 72220100-0 Ensemble Curve 36" shower (white) with Kohler K-P304-K-NA/K-P15611-4-CP lever handle faucet (chrome) or equal.
- 1-Sterling 11402-4 Southhaven 33"x22" 4-hole double bowl sink (stainless steel) with Kohler K-P15171-CP faucet (chrome) or equal.
- 1-Washing machine box.
- 2-Exterior cold water faucets.

(x) Finish Schedule of Garage and Basement

The basement floor will be a 4" thick poured concrete floor over crushed stone. An interior 4" drain tile is placed along the footing around the perimeter of the foundation.

<u>Room</u>	<u>Floor</u>	<u>Walls</u>	<u>Ceiling</u>	Remarks
Garage	Concrete	Gyp. Wall Board	Gyp. Wall Board	None
Basement	Concrete	Concrete	Joists & Sub Floor	None

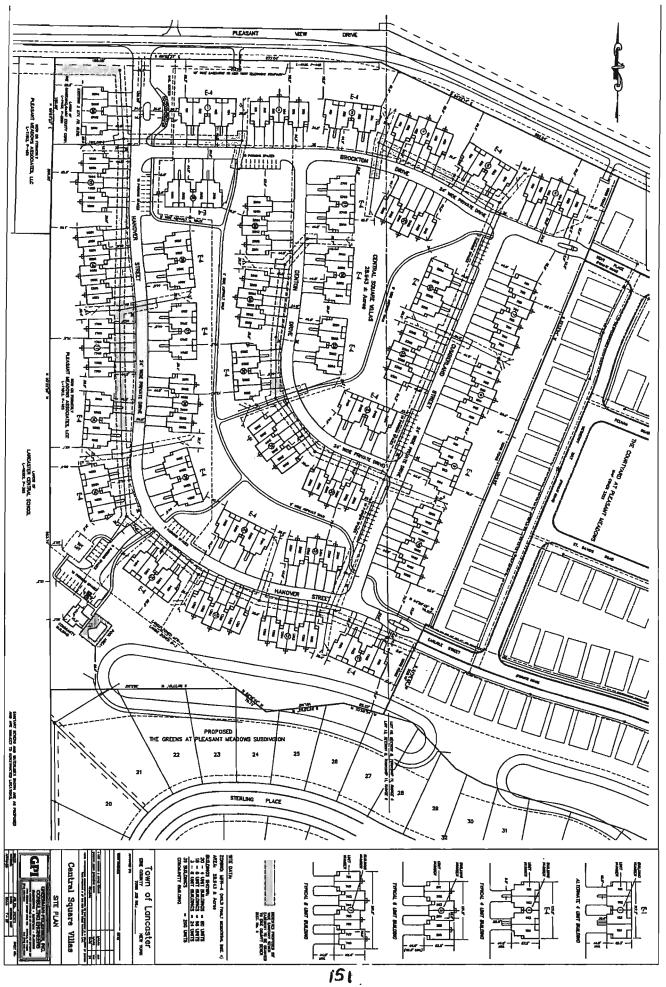
(y) Safety and Warning Devices

Each unit will be equipped with one (1) smoke detector and one (1) carbon monoxide detector on each floor and one (1) smoke detector in each bedroom.

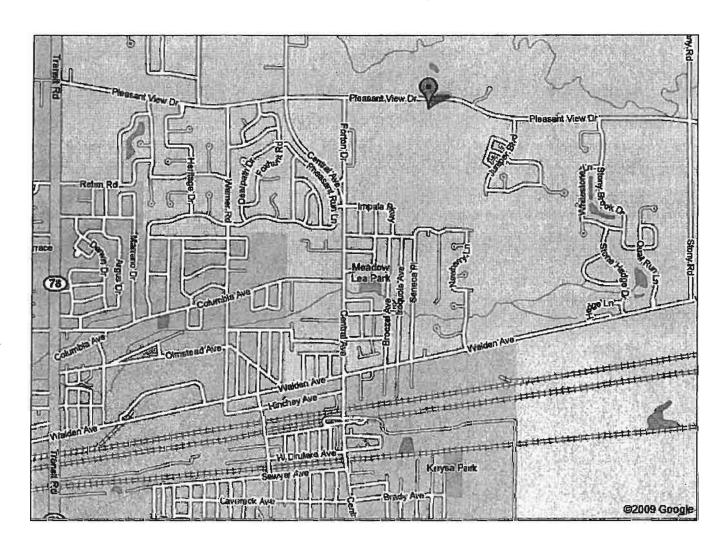
(z) Additional Information

- A site plan is included with this report and made a part hereof showing locations of all buildings, driveways, and storm drainage and detention basin.
- (2) An area map showing the condominium site with respect to its surroundings is attached hereto and made a part hereof.
- (3) Four (4) basic floor plans are being offered. The plans are attached hereto and made a part hereof.
- (4) Minimum floor to ceiling heights for each unit is 8 ft. See Specifications attached hereto and made a part hereof.
- (5) Landscape plans are attached hereto and made a part hereof.

Sections (aa), (bb) and (cc) do not apply.



Central Square Villas Location Map



The York

1-Story Ranch Style Unit

2 Bedrooms/2 Bathrooms

≈1,038 Square Feet (Middle Unit) ≈1,046 Square Feet (End Unit)

1-Car Garage

MARRANO/MARC EQUITY CORPORATION

2730 TRANSIT ROAD WEST SENECA, NY 14224 PHONE (716) 675-1200 FAX (716) 675-0210 WWW,MARRANO.COM



LICENSED ENGINEER; RICHARD J. SKOP 3160 RT 394 P.O. BOX 151 BUFFALO, NY 14785 PHONE (716) 725-5990 FAX (716) 763-6854

PROFESSIONAL SEA

GENERAL NOTES

- PLANS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF MARRANO, MARC EQUITY CORPORATION HAVING UNAUTHORITED HISE OR REPRODUCTION OF PLANS AND SPECIFICATIONS WITHOUT WITHTEN CONSIDER IS PROHIBITED.
- AS FOUND NECESSARY TO CONFORM TO STATE AND/OR LOCAL CODES
- DRAWINGS AND SPECIFICATIONS MUST BE READ AND INDERSTOON BY ALL CONTRACTORS PRIOR TO CONSTRUCTION, INCORRECT "GUESSWORK" BY ANY CONTRACTOR WILL RESULT IN SAID CONTRACTOR BEING BACK CHARGED FOR TIME AND MATERIA DISCREPANCES, CONFLICTS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF MAKES DRAFTING DEPARTMENT OR PROJECT SUPERVISOR IMMEDIATELY UPON THER ENCOUNTER.
- DO NOT SCALE DIMENSIONS OFF OF THE DRAWINGS, UTILIZE THE DIMENSIONS GIVEN ACIST VILLENDADAS ON THEORY ALLOW THAN ERRORS MADE FROM ASSUMED DIMENSIONS.
- THE PLANS MEET OR EXCEPTO THE CURRENT NEW YORK STATE ENERGY CODE AND RESIDENTIAL BUILDING CODE.
- ROOF 6.1.1. GROUND SNOW LOAD: 50 PSF SECOND LEVEL: 421. LIMP LIDAD: 30 PSF
- DEAD LOAD: 10 PSF FRST LEVEL: 431 LIVE LOAD: 40 PSF DEAD LOAD: 10 PSF
- CONTRACTOR TO FOLLOW ALL APPLICABLE CODES OF THEIR TRADE FOUND IN THE RESIDENTIAL CODE AND ENERGY CODE OF NEW
- TYPE K COPPER PIPING TO BE USED IN BUMA
- ALL CONVENTIONAL LUMBER HEADERS TO BE PER RESIDENTIAL CODE OF NYS.
- ALL ELECTRICAL WORK TO BE INSPECTED BY SOARD OF FIRE UNDERWRITERS ACCORDING TO

FIRE SEPARATION

- FIRE SEPARATION IN HOMES WITH ATTACHED GARAGES TO CONFORM TO THE RESIDEN CODE OF NEW YORK STATE, SECTION R309. SPECIFICALLY R309.2.1 & R309.2.2
- (I) LATER OF % TYPE X GYPSUM BOARD ON GARAGE CEUNG.

- [1] LAYER OF SE TYPE X GYPSIM BOARD ON GARAGE SIDE OF GARAGEMOUSE COMMON WALLS.
- (I) LAYER OF A TYPE X GYPSUM BOARD ON HOUSE SIDE OF GARAGE/HOUSE MAUS.

- PROVIDE FIRE BLOCKING ABOVE STEEL BEAM FOR ANY HABITABLE SPACE AT FRONT END OF FLOOR JOSTS. TO RESIST THE PASSAGE OF FLAME AND OTHER
- PRODUCTS OF COMMUSTION AND TO FORM AN EFFECTIVE FIRE BARPIES BETWEEN STORES AND BETWEEN THE TOP STORT AND THE ROOF SPACE, FIRE BLOCKING WILL BE PROVIDED AT THE FOLLOWING LOCATIONS:
- CONCEALED SPACES OF STUD WALLS AND FURRED SPACES AT COUNG AND PLOOR
- CONCEALED HORSONIAL & VERTICAL SPACES SUCH AS SOFFIS AT INTERVALS NOT TO EXCEED 10-07.
- BELOW STARES BETWEEN STRINGERS AND AT TOP AND BOTTOM OF RUN. ONA ZEMM ZEMM CONUCSA SONOGRO
- DUCTS. A MINAMUM OF THE PAST SUPPORTING 35
- MEMBERS.

 OPENING PROTECTION TO CONFORM TO THE RESIDENTIAL CODE OF NEW YORK STATE, SECTION R309.1.
- PROVIDE Y, HOUR FIRE RATED DOOR WITH STEEL FRAME AND SELF CLOSING DEVICE.

INSULATION NOTES

- PATIFIE HOME TO BE ENGLIATED TO A MINIMUM.
- OF THE FOLLOWING GUIDBLINES: FLAT AND SLOPED CRINGS WITH ATTIC 1.1. SPACES TO REPUBLISHED LOWS. (I) LAYER OF RIP LAID IN THE 1.1.1. CRUNG JOST CAVEY 1.1.2 IT LAYER OF RIP LAID
- PERPENDICULAR TO FREST BIR LAYER PROVIDE BAFFLES AT EAVES TO 1.1.3. INSTREE A MINIMUM OF LIFE CLEAR VENTILATION SPACE BETWEEN THE UNDERSOE OF THE ROOF SHEATHING AND THE BAFFLE
- TYPICA: AT ALL RAFTERS. CATHEDRAL CHUNGS: 1.21. EXTERIOR WOOD STUD WALLS: 13
- 111. 214: PL3 WITH 2 MR POLY VAPOR BARRIET ON WARM SIDE OF WALL 132 25A: RIC WITH 2 MR POLY VAPOR ARME: ON WARM SIDE OF WALL FOUNDATION WALLS:
- RIT PRE RESISTANT INSULATION, 6-07

1.5 FLOORS OVER UNCONDITIONED (LE.

FLOOR NOTES

RIM BOARD PER FLOOR JOST SYSTEM USED. TIART FIRST KOST LK FROM BIM BOARD ON ALL

(CANDI EVERED) SPACES:

LONG, HUNG AT TOP OF

ROOMS OVER GARAGE OR OUTSIDE

FOUNDATION WALL

R26 (R30 IN CLARENCE)

- SIDE OF HOUSE U.A.O.
 MODULUS OF BLASTICITY FOR LAMINATED VEHEER LUMBER [LVL] IS 1.9x1,000,000 OR 1.9e
- MODULUS OF BLASTICITY FOR LAMINATED STRAND LUMBER [LSL) IS 1.55=1,000,000 OR 1.55= DAG.
- CONVENTIONAL FLOOR JOSTS, PRODUCT TO BE STRUCTURE GOLD FROM BLEVB, OR TOPNOTCH HIGH PERFORMANCE FROM LP. BASEMENT LANDINGS ONLY TO HAVE \$5" PLYWOOD FLOORING.
- PROVIDE SUPPORT BLOCKING BETWEEN JOISTS. FATOLC. MAX. AND BENEATH BEARING PARTITIONS PARALLEL TO THE SPAN OF THE JOSE EXTEND ALL SPANNING MEMBERS 3" PAST THERE
- SUPPORT BEAMS CENTERLINE TO PROVIDE A 6 OVERLAY WITH AD JACENT SPANNING MEMBER (2) PLY LVL LAND LS. MEMBERS ARE TO
- FASTENED TOGETHER PER THE FOLLOWING
- SCIPHTIC LAG SCREWS STAGGERED TOP AND BOTTOM IS O.C. AND COUNTERSUNK,
- (3) OR MORE LYLASI, MEMBERS OR (2) OR MORE LVLASI/DIMENSIONAL LUMBER MEMBERS AND STEEL PLATERS FOR THE PLURPOSE OF A STRUCTURAL BEAM SHALL BE FASTENED TOGETHER IN THE FOIL OWING MANNEY.
- SIDE LOADED MEMBERS (MEMBERS HUNG ON SIDE OF BEAMS: USE X70 BOLTS, 12" O.C. STAGGERED TOP AND BOTTOM AND
- PLACED A MINIMUM OF 2" FROM ANY EDGE
- TOP LOADED MEMBERS (MEMBERS 9.2. BEARING OVER BEAMI: 7.2.1. USE KTØ BOLTS 24" O.C. STAGGERED
- TOP AND BOTTOM AND PLACED A MINIMUM OF 2" FROM ANY EDGE. RAISE ALL 2ND RIOOR AND RANCH BLIND BEAMS ! ABOVE TOP PLATE TO ENSURE A LEVEL CHING
- ALL CONCENTRATED LOADS SHALL BE TRANSFERRED TO THE FOUNDATION WALLS OR PIERS VIA BEAMS, POSTS, AND/OR SOLID

- 12. ALLOWABLE NOTCHING IN PLOOR JOSTS. RAFTERS AND BEAMS ARE PER THE RESIDENTIAL CODE OF NEW YORK STATE, SECTION RS02.6.1 (SAWN HUMBER) AS FOR OWS NOTCHES IN SOLID LUMBER JOSTS,
- RAFIERS, AND BEAMS SHALL HOT EXCEED X OF THE DEPTH OF THE MEMBER. 12.2. NOTCHES SHALL NOT BE LONGER THAN &
- 12.3 NOTCHES SHALL NOT BE LOCATED IN THE MODLE & OF THE SPAN. NOTCHES AT THE ENDS OF THE MEMBER
- SHALL NOT BE EXCEED & THE DEPTH OF THE
- 125 THE TENSION SIDE OF MEMBERS 4" OR GREATER IN NOMINAL THICKNESS SHALL HOT BE NOTCHED EXCEPT AT THE BHOS OF THE MEMBERS

WALL NOTES

- DOUBLE 2x PLATE AT TOP OF WALL
- & GYPSUM WALL BOARD INTERIOR WALLS ARE 244 STUDS, 16" O.C. U.H.O. EXTERIOR WALLS ARE 244 STUDS, 16" O.C. U.H.O.
- A" EXPOSURE VINTL SIDING OVER A LAYER OF AR INFLIRATION BARRIER OVER % OSB SHEATHING WINLO.
- ALL HEADERS NOT MARKED SHALL BE (2) 266 ALL INTERIOR OPENINGS ARE 6-10);" HIGH U.N.O.
- ANGLED WALLS ARE 45" U.N.O. DIMENSIONS FOR INTERIOR WALLS ARE TO FACE OF STUDIUM O
- DIMENSIONS FOR EXTERIOR WALLS ARE TO FACE OF EXTERIOR SHEATHING (OR BRICK WHERE APPLICABLES UNIO.
- 11. APPLY EXTERIOR SHIFATHING ON ALL BASIR ATED WALLS FACING UNCONDITIONED SPACES.

 12. INSTALL BROCK FRIEZE WHERE APPLICABLE.

ROOF NOTES

- SHEATHING AT MOOF TO BE W. OSB ROOF UNDERLAYMENT TO BE 15# FELT PAPER SINGLE LATER OF ICE AND WATER SHIELD LEASE 24" INSIDE THE EXTERIOR WALL LINE OF THE
- BUILDING (1905.2.7.1)
 DOUBLE LAYER OF UNDERLAYMENT REQUIRED
- ON ROOF SLOPES OF 4:12 & UNDER, ASPHALI SHANGLES AS SELECTED.
- VENTILATED VINTE SOFFIT AT ALL HORGONTAL
- EAVES. ALL ROOF OVERHANGS ARE 1'-0", MEASURED FROM FACE OF EXTERIOR SHEATHING, BRICK,

1.9

244 COLLAR TIES 48T O.C.

- PURILING ARE LOCATED DIRECTLY BELOW THE RAFTERS AND ARE TYPICALLY BRACED TO BEARING WALLS OR BEAMS WITH 2445 48" O.C.
- MINIMUM ANGLE FROM HORGONTAL PLANE FOR ALL BRACING IS 45°.
- DIMENSIONS FOR RAFTER SPANS ARE SHOWN AS THE UNSUPPORTED HORSONTAL RUN, WALO.

LUMBER SPECIES

- ALL LUMBER TO BE A MINAMUM OF #2 GRADE.
- UP TO 20-0" LONG TO BE SPRUCE OF 2.1.
- OVER 20"-0" LONG TO BE DOUGLAS FIR. 248 NOMINAL LUMBER UP TO 20-0" LONG TO SE SPRUCE OR 3.1.
- OVER 20'-0" LONG TO BE DOUGLAS FR.
- UP TO 20-0" LONG TO BE HEM-FIR. OVER 20'-0" LONG TO BE DOUGLAS FIR. 2x12 NOMINAL LUMB
- 5.1. UP TO 20'-O' LONG TO SE HEM-FIR OR OVER 20'-O' LONG TO BE DOUGLAS FIR. 5.2

TUB DECK NOTES (IF PURCHASED)

- (2) LAYERS OF 1/2 TAG PLYWOOD, STAGGE
- SQUARE POCE AT FRONT FOCE OF DECK UNIO TOP OF DECK TO BE 22" OFF OF SUBFLOOR
- 24 CLEAT AT PERMETER TO SUPPORT DECK CERAMIC THE AT PLATFORM FACE AND TOP OF DECK U.N.O.
- THE UP WALL TO VANITY BACKSPLASH HEIGHT



STATE OF NEW CHARD A STO "FESSIONAL

SUBLOT # CENTRAL SQUARE VILLAS **LANCASTER**

24/

MODEL: THE YORK ELEVATION: HAND OF HOUSE: CONTRACT DATE: JOB CODE: SALES: DRAFTING: ESTIMATING: COORDINATION:

PRODUCTION:

SPEC REVISION:

SHEET

1ST FLOOR GROSS: 4447 S.F. 2ND FLOOR GROSS, 0 S.F. CLERESTORY SPACE: 0.5 F GARAGE. 1116 S.F. PORCHIES1: 548 S.F. BASEMENT SLAB: 4108 S.F. GARAGE SLAB: 1087 S.F.

TYPICAL RISER COUNT AND HEIGHT						
FLOOR SYSTEM	TYPICAL CEILING HEIGHTS					
	T-0" BASEMENT ¹¹³	8'-0" BASEMENT ³	Y-0" BASEMENT ³	8"-1" 151/2ND FLOORS	7-1" 151/2HD FLOORS	10"-1" 15T/2ND FLOORS
% TAG OSS DECKING OVER 2≥10	13 @ 7.50" EACH (97)57	13 @ 8.00" EACH (104")	15 6 7.73 EACH (1167	14 & 7.64" EACH (107")	15 4 7,93 EACH (1197)	17 6 7.71" EACH (1317)
1/2 TAG OSS DECKING OVER 2x12	13 @ 7.65 EACH (99)57	14 € 7.57 EACH (1061)	15 6 7.87 EACH (1187)	14 6 7.79" EACH (109")	15 & 8.07 EACH (1217)	17 6 7.82" EACH (1337)
16 TEG OSE DECKING OVER 11% TH	13 @ 7.70" EACH (100)(7)	14 @ 7.62" EACH (106%);	15 6 7.91" EACH (118%)	14 6 7.83 EACH [109%]	16 6 7.60 EACH (121%)	17 @ 7.86"EACH (133)(7)
% TAG DSA DECKING OVER 14" IA	13 @ 7.88" EACH (102%)	14 @ 7.77 EACH (108 %)	15 6 8.05" EACH (120%)	14 @ 7.98" EACH (111%)	14 6 7.73" EACH (123%)	17 @ 7.99" EACH [135%]
NOTE:						

CIL SILL PLATES REQUIRED AT TOP OF CONCRETE WALL

TOP OF BASEMENT SLAB IS 1"ABOVE TOP OF FOOTING BASEMENT SLABS ARE SIG THICK, RISERS WILL NEED TO BE RECALCULATED FOR DIFFERENT FLOOR SLAB PHICKNESSES

RIPÁBEIS IN PARENTHESES ABOYE REPRESENT THE OVERALL HEIGHT (CONCRETE TO OSRI/OSB TO OSRI), NOTE THAT F HARDWOOD ROOR OR CERANIC (S PURCHASEO, APPROPRIATE ADDITIONS MUST BE

SYMBOLS AND ABBREVIATIONS

UNO. UNLESS HOTED OTHERWISE O.C. ON CENTER 1.0. TOP OF

T.O.W. TOP OF WALL 1.Q.C. TOP OF CONCRETE CJ. CENTER UNE

2 MG TONGUE AND GROOVE LAMMATED VENEER LUMBES

BANKET CHARTZ CHARMAS ORIENTED STRAND BOARD MAME MARRANO/MARC FOURY CORPORATION

(B) SMOKE DETECTOR

\$MOKE/CARBON

MONOXIDE DETECTOR

FRONT FLEVATION FOUNDATION PLAN FIRST FLOOR PLAN SECOND FLOOR PLAN ROOF PLAN SIDE ELEVATIONS SECTION A

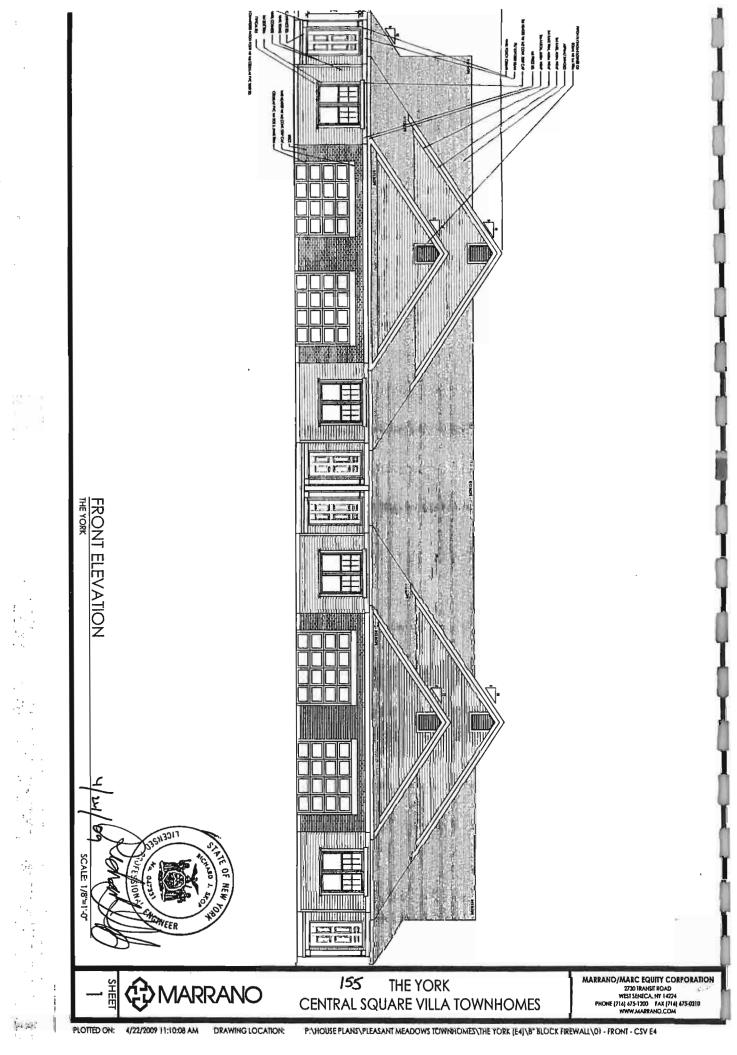
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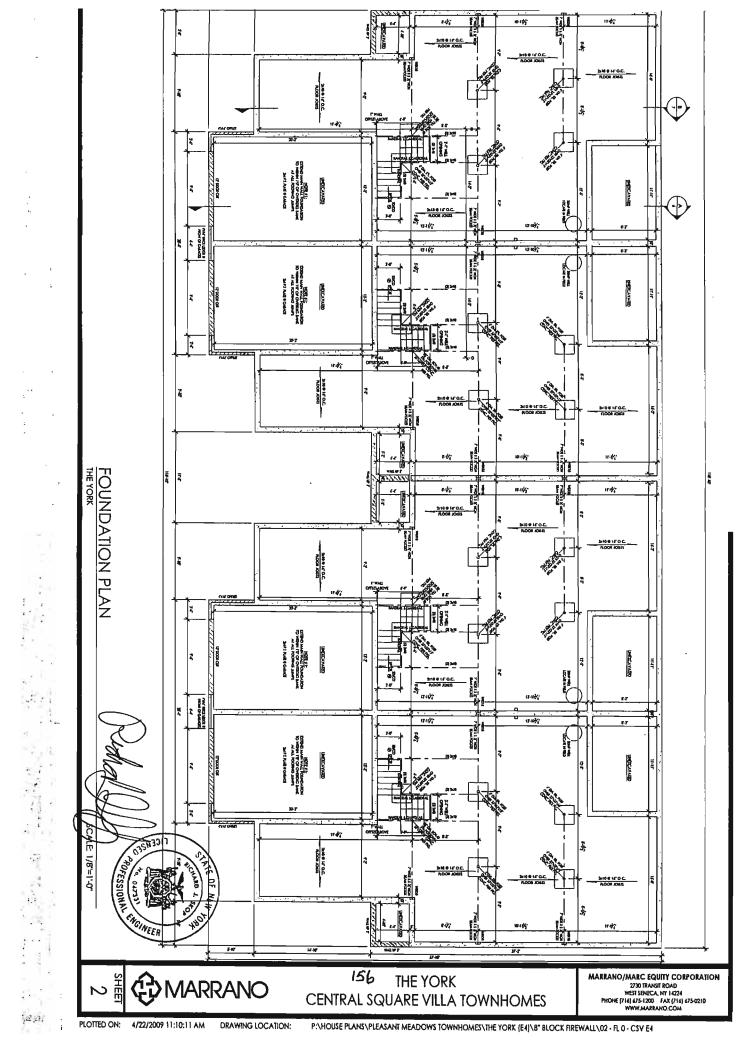
SECTION 8 FOUNDATION WALL DETAIL

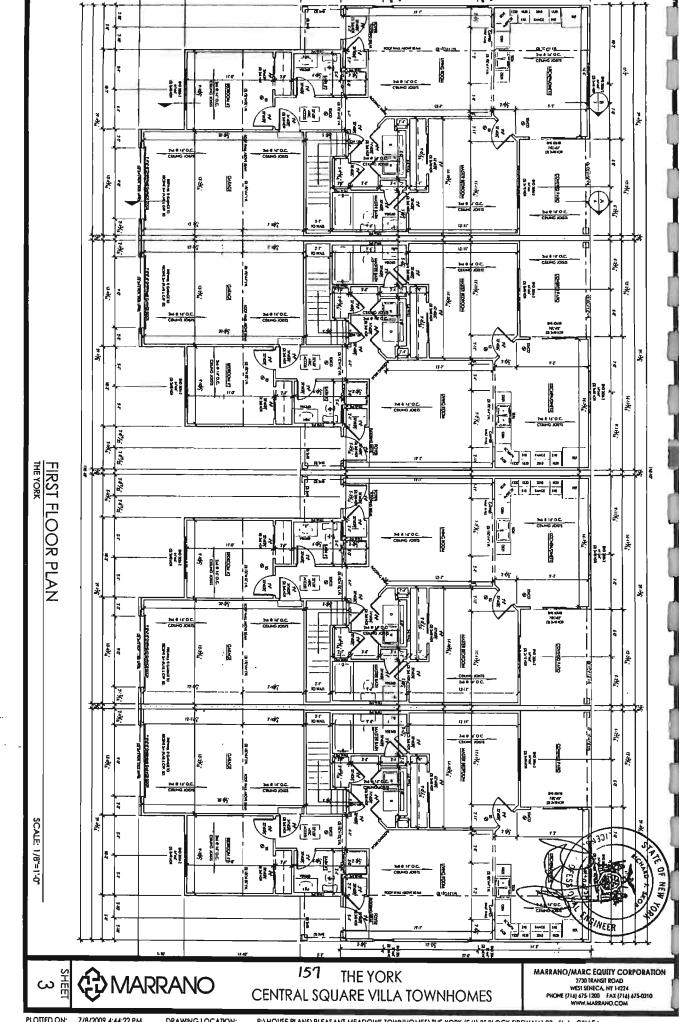
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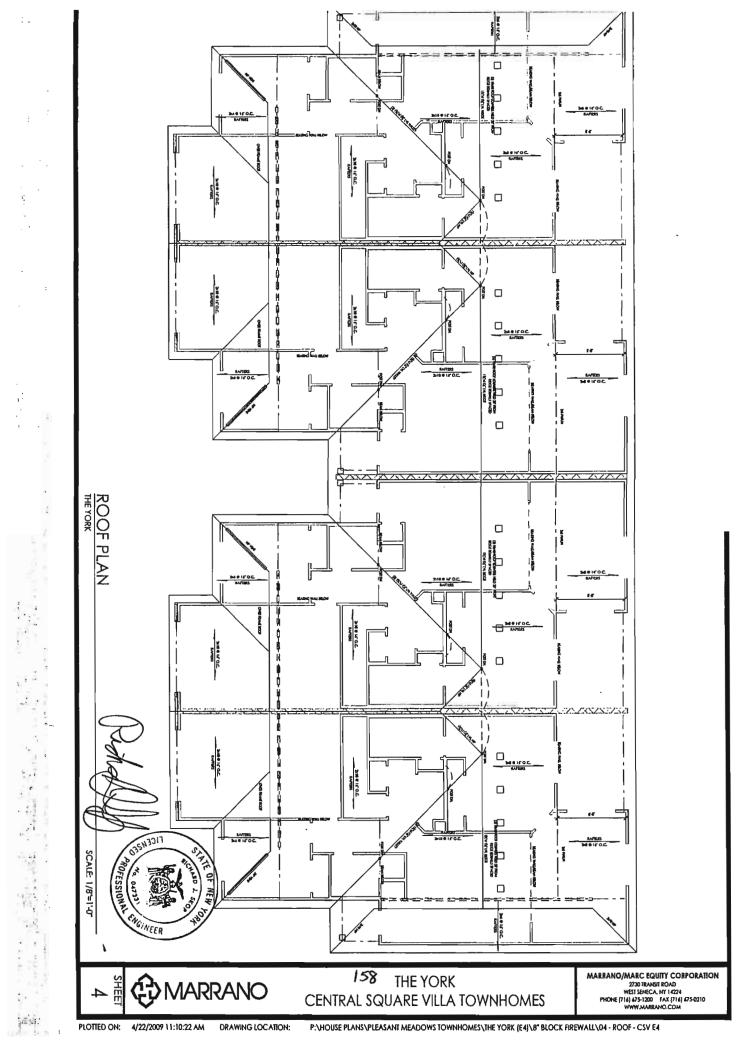


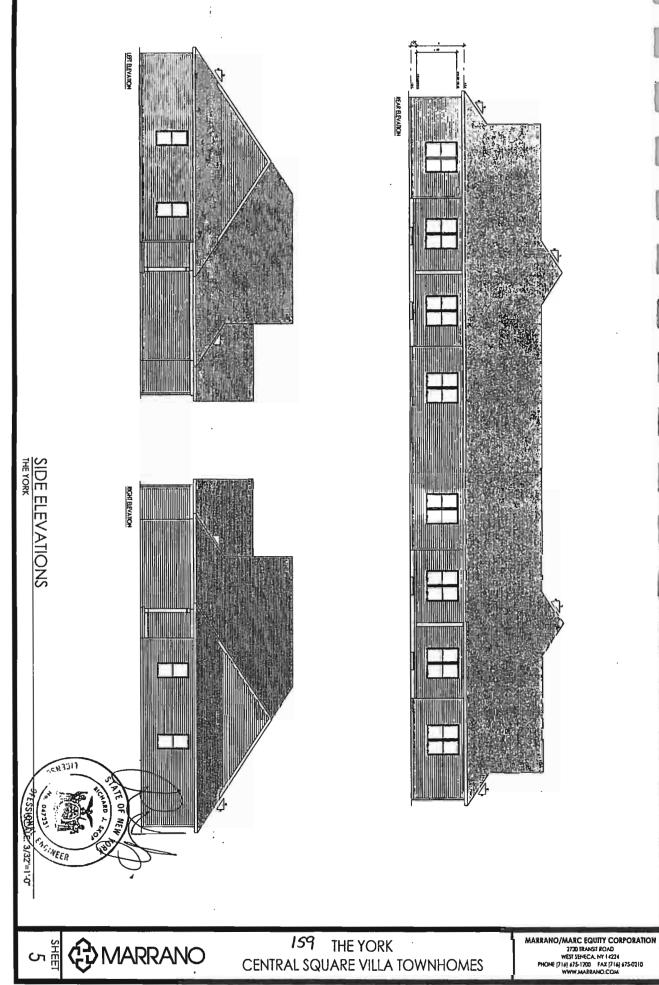


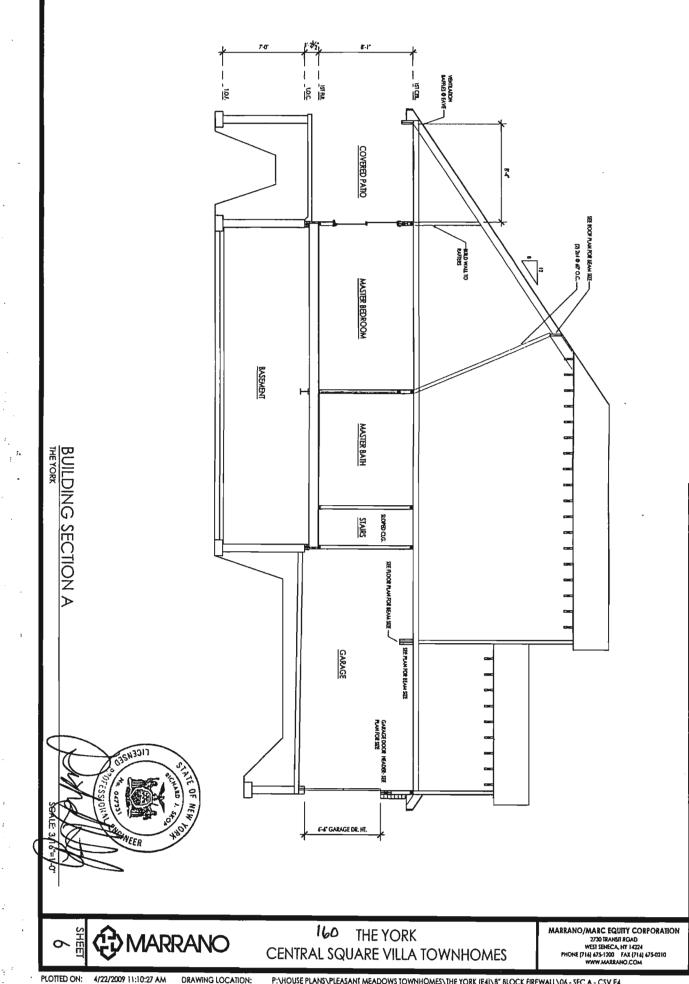


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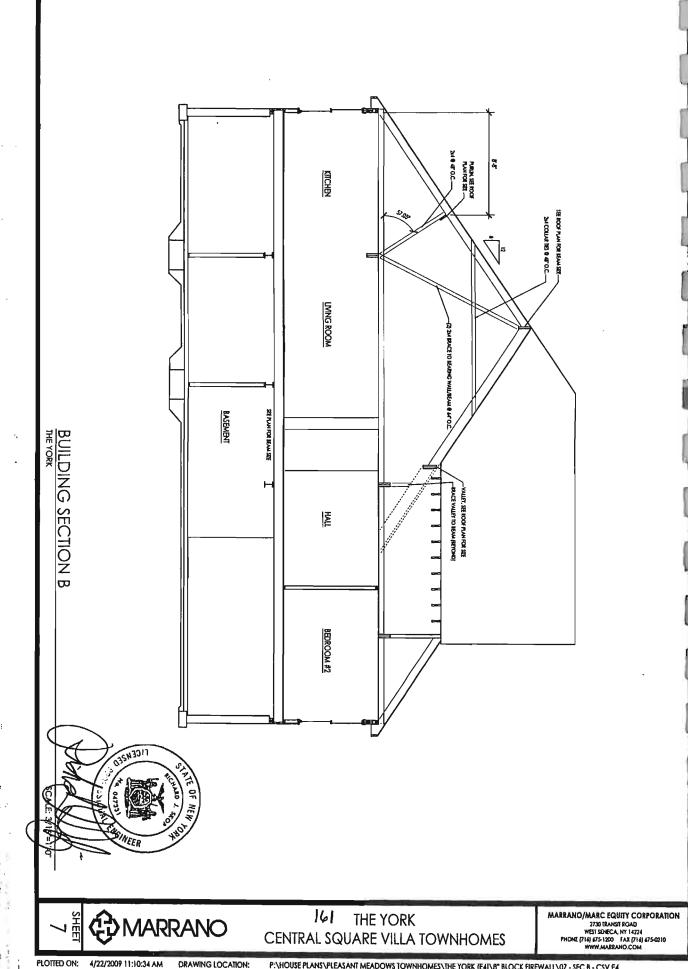






DRAWING LOCATION:

P:\HOUSE PLANS\PLEASANT MEADOWS TOWNHOMES\THE YORK [E4]\B" BLOCK FIREWALL\06 - SEC A - CSV E4



DRAWING LOCATION:

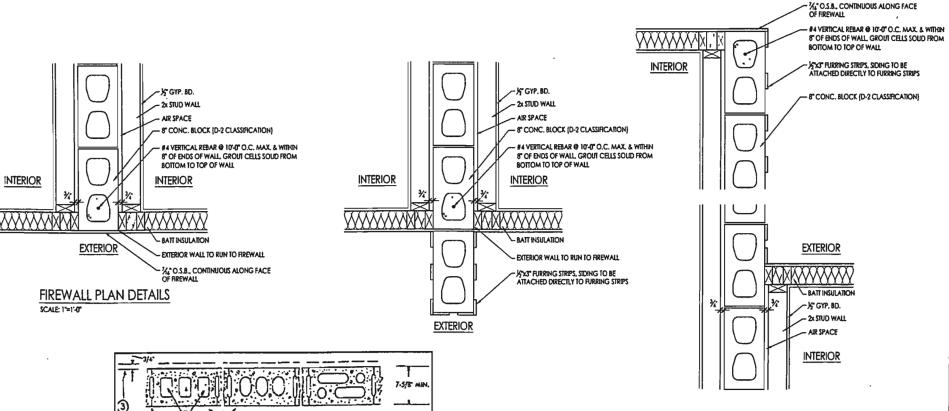




G→ MARRANO

SHEET



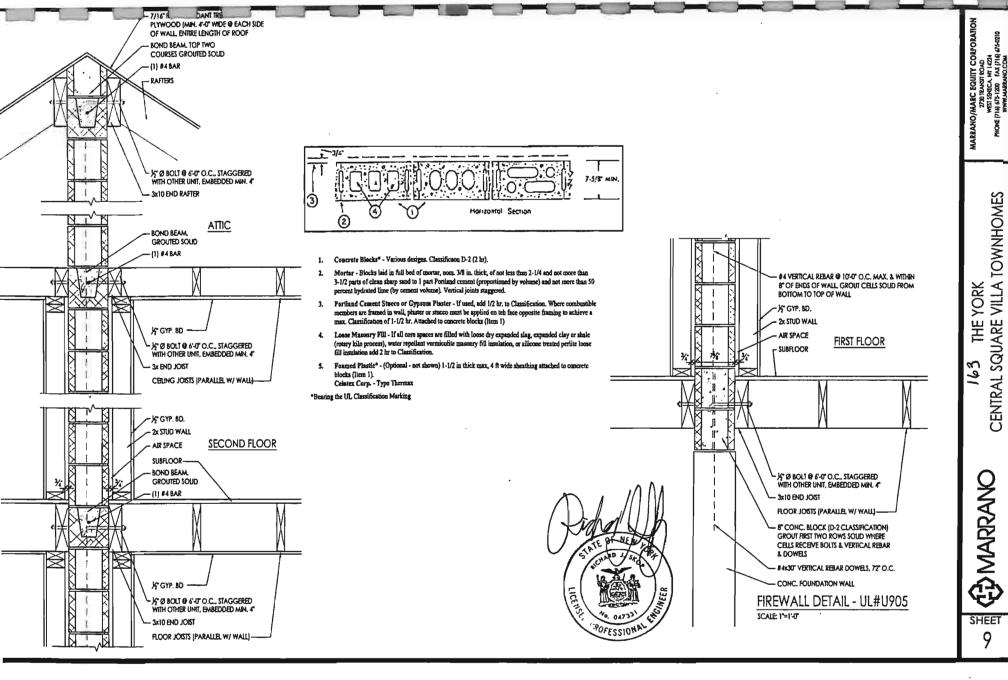


- 1. Concrete Blocks* Various designs. Classificaon D-2 (2 hr).
- Mortar Blocks laid in full bed of mortar, norn. 3/8 in. thick, of not less than 2-1/4 and not more than 3-1/2 parts of clean sharp sand to 1 part Portland cement (proportioned by volume) and not more than 50 percent hydrated lime (by cement volume). Vertical joints staggered.

Harizantal Section

- 3. Portland Cement Stucco or Gypsum Plaster If used, add 1/2 hr. to Classification. Where combustible members are framed in wall, plaster or stucco must be applied on teh face opposite framing to achieve a max. Classification of 1-1/2 hr. Attached to concrete blocks (Item 1)
- 4. Losse Massury Fill If all core spaces are filled with losse dry expanded slag, expanded clay or shale (rotary kiln process), water repellant remincibite masonry fill insulation, or silicone treated perfitte loose fill insulation add 2 hr to Classification.
- 5. Fearned Plastic* (Optional not shown) 1-1/2 in thick max, 4 ft wide sheathing attached to concrete blocks (Item 1). Celetez Corp. - Type Thermax

Bearing the UL Classification Marking



TOWNHOMES CENTRAL SQUARE VILLA THE YORK

P-\HOUSE PLANS\PIEASANT MEADOWS TOWNHOMES\THE YORK TE-4\J8" 'BLOCK FIREWALL\08-PMTH D-DETAII

(F) MARRANO

SHEET

Revised: 7/02/09

Supercedes: 6/15/09

THE MARRANO/MARC EQUITY CORPORATION SPECIFICATIONS FOR

CENTRAL SQUARE VILLA TOWNHOME THE YORK-2009 SPECS

PURCHASER:

ADDRESS:

SUBDIVISION:

CONTRACT DATE:

CODE:

COORDINATOR:

DRIVEWAY:

DATE MAILED:

GENERAL DESCRIPTION - ALL TRADES

CODE#

- 1. Ranch with:
 - a. 1,038 / 1,046 Square Feet of Floor Area
 - b. Elevation "1" with 5'-8 x 5'-2 Covered Front Porch with
 - (1) Wood Post and Vinyl Ceiling
 - ~ Therma Tru S726 Smooth Star Fiberglass Front Door
 - Crystal Diamonds Lite with Brass Caming
 - ~ FF-21 6-Panel Steel Fire Door at Garage / Mud Room
 - c. (1) Car Attached Garage with 9'-0 Overhead Door
 - d. (2) Bedrooms
 - e. (2) Baths
 - ~ Main Bath: 36" x 42" Mirror
 - ~ Master Bath: 36" x 42" Mirror
 - f. 8'-0 Finished Ceilings
 - g. Living Room
 - h. Kitchen / Dinette
 - "L" Cabinet Layout with 45" high Half Wall with Stained Cap at Living Room
 - i. Mud Room with Laundry Closet with Bi-fold Doors
 - j. 12'-0 x 9'-0 Covered Porch off Dinette with (1) Wood Post and Vinyl Ceiling

Revised: 7/02/09

Supercedes: 6/15/09

71.0 December 1 Wells

- k. 7'-0 Basement Walls
 - ~ No Window in Basement
 - ~ Delta MS Foundation Water Barrier
- I. 7/16" OSB Sheathing Board Roof and Side Walls
- m. 3/4" OSB Subfloor Throughout
- n. No Fireplace
- o. Prewire for Future Security System
- p. Pella Encompass Vinyl Double Hung Windows
 - ~ White Exterior and Interior
 - Inserts between the Glass Pre-finished White both Sides at Upper Sash Only of Front Windows

The York Elevation 1	Page 3	Revised: 7/02/09 Supercedes: 6/15/09				
WINDOWS	Vinyl Insulated Double Hung Windows					
12	a. Pella Encompass – White Exterior & Interior					
	2. Kitchen / Dinette: (1) Twin Double	Hung				
	3. Master Bedroom – (1) Twin Double	Hung				
	4. Bedroom #2 – (1) Twin Double Hun	g				
	5. Family Room – (2) Single Double H	lungs – End Units Only				
PATIO DOOR	Kitchen / Dinette – 6'-0 Sliding Door	r				
13	a. Pella Encompass – White Exte	rior & Interior				
INSERTS & SCREENS	Pre-Finished White Inserts between	the Glass at Upper Sash Only of				
14	Front Windows Only					
	2. Full Screens on Double Hung Windo	ows				
	3. Screen at Kitchen / Dinette Sliding I	Door				
DOORS	1. Exterior:					
15	a. Front Entry: Therma Tru Smooth	n Star Fiberglass Door				
	b. Garage / Mud Room: FF-21 6-Panel Steel Fire Door					
	1. Factory Finished Frame – Door Painted by Big "L" Dist.					
	2. Door Hardware:					
	a. Interior Doors: Schlage Knobs –	Antique Brass Finish				
	b. Fire Door: Schlage Key-n-Knob	– Antique Brass Finish				
	c. Front Door: Schlage Troy Knob Antique Brass Finish	with Single Cylinder Deadbolt -				
GARAGE DOOR	1. 9'-0 x 7'-0 - (4) Section (4) Raised P	anel Steel - Model #5120				
24	a. Pre-finished - No Painting					
ROOFING	1. 3-in-1 Butt Tab					
25	2. Roof Vents and/or Ridge Vents as p	er Plan				
	3. Ice Shield at Gutter Areas and at Roof Pitches 4/12 and Under					
	4. Covered Front and Rear Porch					

The York Elevation 1	Page 4	Revised: 7/02/09 Supercedes: 6/15/09				
SIDING	Vinyl Siding - Double 4"					
26	2. Maintenance Free Soffit System					
	Vinyl Ceiling at Front and Rear Porch	າ 				
HEATING	Gas Forced Air Heat - 80% Efficient	Furnace				
28	2. Honeywell TH4110 Set-Back Thermo	ostat				
	3. Add Ductwork for:					
	a. Kitchen Hood Fan to be NON-DU	CTED				
	b. Main Bath - Broan #671 70 CFM	Fan				
•	c. Master Bath – Broan #671 70 CF	M Fan				
	d. Laundry Closet – Broan #688 50	CFM Fan & Dryer Vent				
	e. Exhaust Fans Vent to Roof Jacks					
	4. Venting for 40 Gallon Hot Water Heater					
	5. Prep for Future Air Conditioning on Furnace - No Coil					
	6. Cold Air Returns Raised near Ceiling in All Bedrooms for Future					
	Air Conditioning					
PLUMBING	1. Master Bath:					
27	a. Sterling 71090110/20 Acclaim 60"	x 30" x 72" Tub & Shower –				
	White with Shower Rod					
	~ Kohler K-P304-K-NA/P15601-4	S-CP Chrome Lever Handle Faucet				
	b. (1) Sterling 442044-0 Elliot 20" x 1	7" Sink - White				
	~ Kohler K-P15182-LD-CP Chror	ne Lever Handle Faucet				
	c. Sterling 404015-0/404515-0 Roun	d Toilet with Bemis #70 Seat – White				
	2. Main Bath:					
	a. Sterling 72200100-0 Ensemble Cu	ırve 36" Shower – No Seat - White				
	~ Kohler K-P304-K-NA/K-P1561	1-4-CP Chrome Lever Handle Faucet				
	b. (1) Sterling 442044-0 Elliot 20" x 1	7" Sink - White				
	~ Kohler K-P15182-LD-CP Chror	ne Lever Handle Faucet				
	c. Sterling 404015-0/404515-0 Roun	d Toilet with Bemis #70 Seat - White				

•				
The York	Page 5	Revised: 7/02/09		
Elevation 1		Supercedes: 6/15/09		
PLUMBING (Cont'd)				
	3. Kitchen:			
	a. Sterling 11402-4 Southhaven St	ainless Steel 33" x 22" 4-hole		
	Double Bowl Sink			
	~ Kohler K-P15171-CP Chrome	Faucet – No Spray Hose		
	~ Chrome Strainer			
	b. Dishwasher Hook-up			
	c. No Disposal			
	4. Laundry Closet – Washing Machine	Вох		
	5. No Laundry Tray			
	6. 40 Gallon Hot Water Heater - Gas			
	7. 1750 GPH Submersible Sump Pum	p in Basement		
	8. (2) Exterior Cold Water Faucets – (1	1) at Front, (1) at Rear		
	9. Gas Lines Only to Range and Dryer	Areas		
ELECTRICAL	(1) Control Plug in Living Room and	All Bedrooms		
29	Wire for Basic Exhaust Fans in Mair	n Bath, Master Bath & Laundry Closet		
	3. GFCI Protected Outlets in Kitchen, I	Main Bath and Master Bath		
	4. (1) 15 AMP GFCI Protected Outlet in	n Basement		
	5. (1) 15 AMP GFCI Protected Outlet in	n Garage		
	6. (2) Exterior GFCI Protected Weathe	rproof Outlets –		
	(1) at Front, (1) at Rear			
	7. 110 Direct Circuit for Basic Non-Duc	cted 30″ Hood Fan or		
	Optional Non-Ducted Microwave/Ho	ood/Fan		

12. 150 AMP Service

9. No Disposal

8. Hook-up Dishwasher

13. All Basement Lights on (1) Switch

14. No 220 Lines to Range or Dryer Areas

10. Wire for Future Garage Door Opener11. Prewire for Future Security System

The York	
Elevation	1

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ELECTRICAL (Cont'd)

15. Recess Lights:

- a. Foyer: (1) Recess on 3-way Switch
- b. Kitchen / Dinette: (2) Recess on (1) Switch &(1) Recess on Separate Switch above Sink
- (1) / tooobo off opposition of the control of the c
- c. Mud Room: (3) Recess on 3-way Switch
- d. Main Bath: (1) in Shower
- 16. Fluorescent Fixture:
 - a. Laundry Closet: 2'-0 Uncovered Fixture
 - b. Master Walk-in Closet: Covered Fixture
- 17. Pre-selected Exterior Fixtures
 - a. Front Entry & Garage Front
 - b. Kitchen / Dinette Door
- 18. Interior Fixtures per Package

AUDIO / VIDEO

1. (2) Phone Outlets

29

2. (3) Cable TV Outlets

INSULATION

1. Firewall per Plan

35 .

2. Living Space Only - With 2 Mil Polywrap:

R-13 Walls (3 3/8"); R-38 Ceiling

3. White-Faced "Wallfast" R-11 Basement Blanket Insulation -

Per Town Codes

4. Styrofoam Baffles in Rafter Bays at Soffit

WALLBOARD

36

- 1. Firewall per Plan
- 2. Board Complete House, Including Garage
- Texture Spray Ceilings Throughout, EXCEPT Garage
- 4. Special:
 - a. (1) Coat Finished Drywall Garage Walls and Ceiling
 - All Bi-pass Closet Door Openings Metal Corner Bead Inside Corner Only

ALL TRADES - SEE GENERAL DESCRIPTION

The York Elevation 1	Page 7	Revised: 7/02/09 Supercedes: 6/15/09
WALLBOARD (Cont'd)		
	5. Recess Lights - Foyer (1), Kit	tchen (3), Mud Room (3), Main Bath (1)
	6. Main Bath - Shower Module	
	7. Master Bath – Tub/Shower Me	odule
	8. Capped Half Wall at Living Ro	oom / Kitchen
GUTTERS 24	1. 5" Aluminum with 3" Conducto	ors
SHEET VINYL	Foyer to End of Guest Closet,	Kitchen / Dinette, Mud Room,
42	Laundry Area, Main Bath and	Master Bath
	2. Allowance: Armstrong Initiato	r
	3. MDF Base and Shoe Molding	Throughout
	4. Any Sheet Vinyl to Carpet Tra	nsition will have Metal Edging
HARDWOOD FLOORS 46	1. Optional	
APPLIANCES 41	Dishwasher – Whirlpool DU91	5PWS
CABINETS	Kitchen, Main Bath and Maste	r Bath
40	2. Allowance: Homecrest Fulton	Oak Finish Square Recess Panel Door
	 a. Handles or Knobs Included 	l
	b. No Roll-out Trays	
	c. No Cabinet above Refrigera	ator
TRIM	Interior Doors – Textured 6-Pa	nel Hardboard Throughout
18 - 19	2. MDF Colonial Casing and Bas	
	3. Closet Openings Cased with S	Side Jambs, Casing Side and Top –
	Room Side Only	
	4. Stained Cap at Half Wall at Liv	ving Room / Kitchen
	5. Stained White Pine Hand Rail	at Stairs to Basement
AL	TRADES - SEE GENERAL	DESCRIPTION

The York	Page 8	Revised: 7/02/09				
Elevation 1		Supercedes: 6/15/09				
PAINT	1. EXTERIOR:					
37	a. Paint Front Entry Door & Trim					
	2. INTERIOR:					
	a. Stain – (1) Color Throughout					
	1. Hand Rails and Wood Cap at	Half Wall at Living Room / Kitchen				
	b. Paint					
	1. Interior Walls - (1) Color Throu	ghout				
	a. (2) Coat Flat Finish					
-	2. Basement Stairs and Steel - (1) Coat of Gray				
	3. Interior of Steel Doors - (1) Co	lor				
	a. <u>DO NOT PAINT</u> Garage / N	Mud Room Door				
	4. MDF Interior Trim					
	Interior Doors – 6-Panel Hardb	oard Throughout				
<u>-</u>	Pre-finished Garage Overhead Door	- <u>DO NOT PAINT</u>				
CERAMIC TILE 42	Towel Bars and Paper Holders					
COUNTERTOPS	1. Plastic Laminate – Kitchen, Main Bat	h and Master Bath				
43	a. Allowance: Formica					
	b. Oval Sinks in Main Bath and Master Bath					
CARPET	Living Room and All Bedrooms					
45	2. Allowance: Mohawk 9420 Matfield w	ith Classic Bonded Pad				
	(1) Color Throughout					
GLASS BLOCK	1. None					
47						
MIRRORS	1. Main Bath: 36" x 42"					
63	a. 3'-0 Swing Door Shower Enclosur	e with Chrome Trim and				
	Clear or Aquatex Glass					
	2. Master Bath: 36" x 42"					
	ALL TRADES - SEE GENERAL DES	SCRIPTION				

The York Elevation 1	Page 9	Revised: 7/02/09 Supercedes: 6/15/09		
CONCRETE	1. Front Porch Pad – 5'-8 x 5'-2			
53	2. Rear Porch Pad – 12'-0 x 9'-0			
	3. Walk and Step from Porch to Driveway	/		
	4. Wood Step Garage to Main House			
DRIVEWAY 56	1. Blacktop – No Sealer			
LANDSCAPING	Per Subdivision	. 		
54	2. 4" Topsoil Machine and Hand Raked			
SHELVING	Ventilated Vinyl Coated Wire Shelving	in All Closets		
18	(1) Ventilated Vinyl Coated Wire Shelf Closet in Mud Room	above Washer / Dryer in Laundry		

The Winston

2-Story Unit

2 Bedrooms/2½ Bathrooms

≈1,266 Square Feet (Middle Unit) ≈1,285 Square Feet (End Unit)

2-Car Garage

MARRANO/MARC EQUITY

CORPORATION

2730 TRANSIT ROAD

WEST SENECA, NY 14224

PHONE (716) 675-1200 FAX (716) 675-0210

WWW.MARRANO.COM

DRAWINGS AND SPECIFICATIONS MUST BE READ PRIOR TO CONSTRUCTION, INCORRECT GUESSWORK BY ANY CONTRACTOR WILL RESULT IN SAID CONTRACTOR BEING BACK CHARGED FOR TIME AND MATERIALS. CAMISSIONS ON THE DRAWINGS AND/OR THE SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF MAMES DRAFTING DEPARTMENT OR PROJECT SUPERVISOR IMMEDIATELY UPON

THER ENCOUNTER.
DO NOT SCALE DIMENSIONS OFF OF THE DRAWINGS. UTILIZE THE DIMENSIONS GIVEN. MANE WILL ASSUME NO RESPONSIBILITY FROM BRORS MADE FROM ASSUMED DIMENSIONS

THE PLANS MEET OR EXCEED THE CURRENT NEW YORK STATE ENERGY CODE AND RESIDENTIAL BUILDING CODE

DESIGN LOADS:

6.1.1. GROUND SNOW LOAD: 50 PSF SECOND LEVEL: LIVE LOAD: 30 PSF

422 DEAD LOAD: 10 PSF LIVE LOAD: 40 PSF

S.3.2. DEAD LOAD: 10 PSF
CONTRACTOR TO FOLLOW ALL APPLICABLE CODES OF THESE TRADE FOR MID IN THE IAL CODE AND ENERGY CODE OF NEW YORK STATE

TYPE K COPPER PIPING TO BE USED IN ELMA ALL CONVENTIONAL LUMBER HEADERS TO BE

PER RESIDENTIAL CODE OF NYS. ALL ELECTRICAL WORK TO BE INSPECTED BY ARD OF FIRE UNDERWRITERS ACCORDING TO NEC IN BLMA ONLY.

FIRE SEPARATION

FIRE SEPARATION IN HOMES WITH ATTACHED GARAGES TO CONFORM TO THE RESIDENTIAL CODE OF NEW YORK STATE, SECTION R309, SPECIFICALLY PAND 21 & PAND 22

ITILIAYER OF \$5" TYPE X GYPSUM BOARD ON GARAGE CELING.

(III LAYER OF 10 TYPE X GYPSIBA BOARD

ON GARAGE SIDE OF GARAGE/HOUSE

(1) LAYER OF IS TYPE X GYPSUM BOARD ON HOUSE SIDE OF GARAGE/HOUSE

PROVIDE FIRE BLOCKING ABOVE STEEL BEAM

FOR ANY HABITABLE SPACE AY FRONT END OF

TO RESIST THE PASSAGE OF FLAME AND OTHER

PRODUCTS OF COMMUSTION AND TO FORM AN

BETWEEN THE TOP STORY AND THE ROOF SPACE.

CONCEALED SPACES OF STUD WALLS AND

FURRED SPACES AT CELLING AND FLOOR

LEVELS AT INTERVALS NOT TO EXCRED

CONCEALED HORIZONTAL & VERTICAL

SPACES SUCH AS SOFFITS AT INTERVALS

RELOW STARS RETWEEN STEINGERS AND

OPENINGS AROUND VENTS, PIPES AND

A MINIMUM OF 2-0" PAST SUPPORTING

OPENING PROTECTION TO CONFORM TO THE

PROVIDE 1/2 HOUR FIRE RATED DOOR WITH STEEL

ENTIRE HOME TO BE INSULATED TO A MINIMUM

SPACES TO BE R38 AS FOLLOWS:

CBUNG JOST CAVITY.

III LAYER OF RIP LAID

(II LAYER OF RIP LAID IN THE

PROVIDE BAFFLES AT FAVES TO

SHEATING AND THE BAFFLE.

2x4: R13 WITH 2 MIL POLY VAPOR

2x4: R19 WITH 2 MIL POLY VAPOR

BARRIER ON WARM SIDE OF WALL

R11 FIRE RESISTANT INSULATION, 6'-07

TYPICAL AT ALL RAFTERS.

824 IRRO IN CLARENCE

PISURE A MINIMUM OF 1 JC CLEAR VENTILATION SPACE BETWEEN THE

RESIDENTIAL CODE OF NEW YORK STATE,

FRAME AND SELF CLOSING DEVICE.

OF THE FOLLOWING GUIDELINES:

CATHEDRAL CELINGS:

2JJAW MOITAGHUOT

FIRE BLOCKING WILL BE PROVIDED AT THE

NOT TO EXCEED 10-0".

COMMON WALLS.

COMMON WALLS.

FOLLOWING LOCATIONS:

MEMBERS

INSULATION NOTES

3.1.

33

35

1.1.1.

1.1.2

1.1.2

1.21.

1.3.1.

1.32

141.

LONG, HUNG AT TOP OF FOUNDATION WALL FLOORS OVER UNCONDITIONED (LE. BEDROOMS OVER GARAGE) OR OUTSIDE R26 IR30 IN CLARENCE

FLOOR NOTES

RIM BOARD PER FLOOR JOIST SYSTEM USED. START FIRST JOIST 16" FROM RIM BOARD ON ALL SIDE OF HOUSE U.N.O.

MODULUS OF ELASTICITY FOR LAMINATED VENEER LUMBER (LVL) IS 1.9x1,000,000 OR 1.9e

MODULUS OF ELASTICITY FOR LAMINATED STRAND WHABER [LSL] IS 1.55x1,000,000 OR 1.55e \$C TONGUE & GROOVE OSS OVER

CONVENTIONAL FLOOR JOISTS, PRODUCT TO BE STRUCTURE GOLD FROM LEVEL OR TOPHOTCH HIGH PERFORMANCE FROM I P. RASEN LANDINGS ONLY TO HAVE 10 PLYWOOD PROVIDE SUPPORT BLOCKING BETWEEN JOSTS,

GOTOC MAX AND RENEATH BEARING PARTITIONS PARALLEL TO THE SPAN OF THE JOST. EXTEND ALL SPANNING MEMBERS 3" PAST THER

SUPPORT BEAMS' CENTERLINE TO PROVIDE A 6" OVERLAY WITH ADJACENT SPANNING MEMBER. (Z) PLY LYL LAND LSL MEMBERS ARE TO FASTENED TOGETHER PER THE FOLLOWING

SCONDS LAG SCREWS STAGGERED TOP AND BOTTOM 16" D.C. AND

(S) OR MORE LYLAS, MEMBERS OR (2) OR MORE LVL/LSL/DIMENSIONAL LUMBER MEMBERS AND STEEL PLATE(S) FOR THE PURPOSE OF A STRUCTURAL BEAM SHALL BE FASTENET

TOGETHER IN THE FOLLOWING MANNES SIDE LOADED MEMBERS (MEMBERS HUNG

USE AT BOUTS, 12" O.C. STAGGERED TOP AND BOTTOM AND 9.1.1. PLACED A MINEMUM OF 2" FROM ANY EDGE.
TOP LOADED MEMBERS (MEMBERS

9.2 BEARING OVER BEAMS 9.2.1. USE X'00 BOX IS 24' O.C. STAGGERED

TOP AND BOTTOM AND PLACED A SAUM OF Z'FROM ANY EDGE. ID. BAKE ALL 2ND FLOOR AND RANCH BLIND BEAMS IS ABOVE TOP PLATE TO ENSURE A LEVEL

ALL CONCENTRATED LOADS SHALL BE TRANSFERRED TO THE FOUNDATION WALLS OR PIERS VIA BEAMS, POSTS, AND/OR SOLID

‡DMARRANO

ALLOWABLE NOTCHING IN FLOOR JOISTS, RAFTERS AND BEAMS ARE PER THE RESIDENTIAL CODE OF NEW YORK STATE, SECTION R502.8.1 (SAWN LUMBER) AS FOLLOWS: NOTCHES IN SOLID HUMBER KORTS

AFTERS, AND BEAMS SHALL NOT EXCEED If OF THE DEPTH OF THE MEMBER NOTCHES SHALL NOT BE LONGER THAN X

123 NOTCHES SHALL NOT BE LOCATED IN THE MIDDLE K OF THE SPAN NOTCHES AT THE ENDS OF THE MEMBER SHALL NOT BE EXCEED IS THE DEPTH OF THE

THE TENSION SIDE OF MEMBERS 4" OR GREATER IN NOMINAL THOOMESS SHALL NOT BE NOTCHED EXCEPT AT THE ENDS OF

WALL NOTES

DOUBLE 2x PLATE AT TOP OF WALL

& CYPSUM WALL BOARD.
MICHOE WALLS ARE 24 STUDS. 16" O.C. U.N.O.

4" EXPOSURE VINYL SIDING OVER A LAYER OF AR INFLIRATION BARRIER OVER 1/4" OSB SHEATHING U.N.O.

ALL HEADERS NOT MARKED SHALL BE (2) 2x4 ALL INTERIOR OPENINGS ARE 6-10 1/2" HIGH U.N.O. ANGLED WALLS ARE 45 UNO

ENSIONS FOR INTERIOR WALLS ARE TO FACE OF STUDIUM OF

DIMENSIONS FOR EXTERIOR WALLS ARE TO FACE OF EXTERIOR SHEATHANG FOR BRICK WHERE APPICANGUNO APPLY EXTERIOR SHEATHING ON ALL INSULATED

VALLS FACING LINCONDIDONED SPACES 12. INSTALL BRICK FRIEZE WHERE APPLICABLE.

SHEATHING AT ROOF TO BE 1/4" OSB ROOF UNDERLAYMENT TO SE 150 FELT PAPER SINGLE LAYER OF ICE AND WATER SHELD INSTALLED AT FOGE OF FAVE TO A POINT AT LEASE 24" INSIDE THE EXTERIOR WALL LINE OF THE

BUILDING (\$905.2.7.1) DOUBLE LAYER OF UNDERLAYMENT REQUIS ON ROOF SLOPES OF 4:12 & UNDERL

ASPHALT SHINGLES AS SELECTED VENTLATED VINTL SOFFIT AT ALL HORIZONTAL

ALL ROOF OVERHANGS ARE 1'-0", MEASURED FROM FACE OF EXTERIOR SHEATHING, BRICK, FIC. UND 2x4 COLLAR TIES 48" O.C.

USE 2x10 AT ALL HIPS U.N.O.

PURING ARE LOCATED DIRECTLY BELOW DIE RAFTERS AND ARE TYPICALLY BRACED TO BEARING WALLS OR BEAMS WITH 2x43 48" O.C.

MUM ANGLE FROM HORIZONTAL PLANE FOR ALL BRACING IS 4P. DIMENSIONS FOR RAFTER SPANS ARE SHOWN AS 12.

THE UNSUPPORTED HORROWIAL RUN, U.N.O.

LUMBER SPECIES

ALL LUMBER TO BE A MINEMUM OF #2 GRADE.

UP TO 20'-0" LONG TO BE SPRUCE OF OVER 20-0" LONG TO BE DOUGLAS FIR.

2x6 NOMINAL LUMBER UP TO 20'-0" LONG TO BE SPRUCE OR

OVER 20-0" LONG TO BE DOUGLAS FIR. 2x10 NOAPAL LUMBSE: UP 10 20'-0" LONG TO BE HEM-FR

OVER 20'-0" LONG 10 BE DOUGLAS FIR. 2x12 NOMINAL LUMBER: UP TO 20'-0" LONG TO BE HEM-FIR OR

DOUGLAS FIR. OVER 20-0" LONG TO BE DOUGLAS FIR. 52

TUB DECK NOTES (IF PURCHASED)

(2) LAYERS OF 1 TAG PLYWOOD, STAGGER SOLIARE EDGE AT FRONT EDGE OF DECK U.N.O.

TOP OF DECK TO BE 22" OFF OF SUBPLOOR

244 CLEAT AT FERIMETER TO SUPPORT DECK CERAMIC THE AT PLATFORM FACE AND TOP OF DECK UNIO

TILE UP WALL TO VANITY BACKSPLASH HEIGHT

RICHARD J. SKOP 3160 RT, 394 P.O. BOX 151 BUFFALO, NY 14785 PHONE (716) 725-5990 FAX (716) 763-6854

UCENSED ENGINEER:

PROFESSIONAL SEAL

•



SUBLOT # CENTRAL SQUARE VILLAS LANCASTER

MODEL: THE WINSTON ELEVATION: HAND OF HOUSE CONTRACT DATE: JOB CODE: SALES: DRAFTING: ESTIMATING: COORDINATION: PRODUCTION: SPEC REVISION:

1ST FLOOR GROSS: 3876 S.F. 2ND FLOOR GROSS: 1633 S.F. CLERESTORY SPACE: 0 S.F. GARAGE: 1762 S.F. PORCH(ES): 137 S.F. BASEMENT SLAB: 3616 S.F. GARAGE SLAB: 1704 S.F.

TYPICAL RISER COUNT AND HEIGHT						
FLOOR SYSTEM	TYPICAL CEILING HEIGHTS					
	7-0" BASEMENI 183	6-0" BASEMENT ¹	9'-0" BASEMENT ¹	8"-1" 151/2ND FLOORS	9'-1" 1ST/2ND FLOORS	10"-1" 1ST/2ND FLOORS
% TAG OLD DECKING OVER 2x10	13 € 7.50 EACH (97)(7)	13 @ 8.00T EACH (1047)	15 @ 7.73" EACH (1167)	14 @ 7.44" EACH (107")	15 @ 7.93" EACH (1197)	17 @ 7.71" EACH (131")
%" TAG OSS DECKING DVER 2x12	13 @ 7.45" EACH (99)57	14 @ 7.57" EACH (105")	15 9 7.87" EACH (1187)	14 @ 7.79" EACH (1097)	15 @ 8.07 EACH [1217]	17 @ 7.82 EACH (1337)
% TAG OSS DECKING OVER 11% LII	13 @ 7.70" EACH (100)\$7	14 @ 7.42" EACH (106%)	15 @ 7.91" EACH [118%]	14 @ 7.85 EACH (109%)	16 @ 7.60" EACH (121%)	17 @ 7.86" EACH (133%)
14 I'm OSB DECKING OVER 14 I'M	13 @ 7.85" EACH (102)(1)	14 ⊕ 7.77° EACH (108 ⅔)	15 @ 8.05" EACH (120%)	14 @ 7.98" EACH (111%)	16 € 7.73" EACH (123-1/27)	17 @ 7.99" EACH [135%]
NOTES:						
CI SAL PLATES REQUIRED AT TOP OF CONCRETE WALL						

TOP OF BASEMENT SLAB IS 1"ABOVE TOP OF FOOTING

BASEMENT SLAM AND 3X" THICK, RISHS WILL NEED TO BE RECALCUATED FOR DIFFERENT FLOOR SLAB THICKNESSES.

NUMBERS IN PARENTHESES ABOVE REPRESENT THE OVERALL HEIGHT (CONCRETE TO COS)/COS TO COS), NOTE THAT IF HAROWOOD FLOOR OR CERAMIC IS PURCHASED, APPROPRIATE ADDITIONS MUST BE JAKUE AND THE RISER HEIGHTS RECALCILATED

SYMBOLS AND ABBREVIATIONS

U.N.O. UNLESS NOTED OTHERWISE ON CENTER IΩ TOP OF T.O.W. TOP OF WALL

LOC TOP OF CONCRETE CENTER LINE PI. PLATE

ILG TONGUE AND GROOVE 11/1 LAMINATED VENEER HILLINGS 028

LAMINATED STRAND LUMBER ORIENTED STRAND BOARD MARRANO/MARC EQUITY CORPORATION

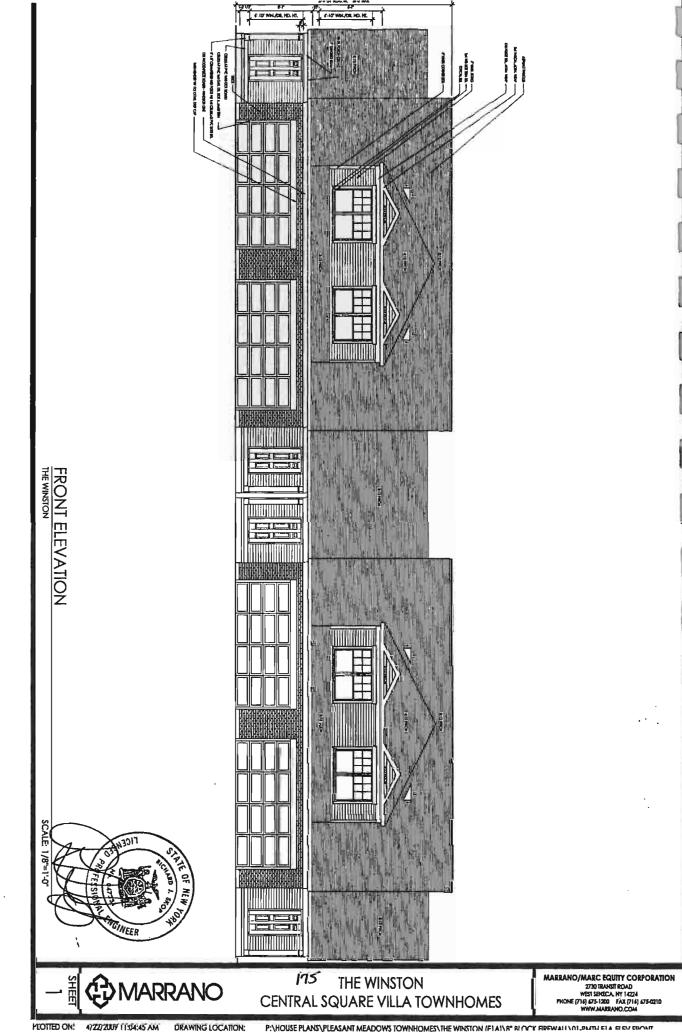
SMOKE DETECTOR

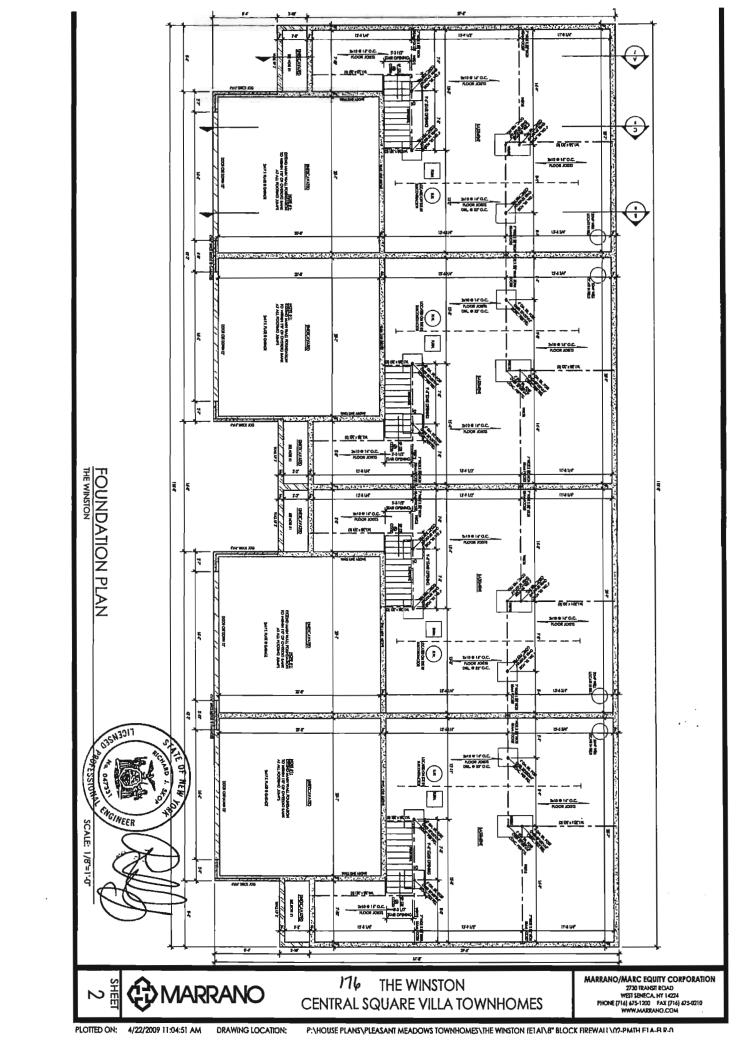
SMOKE/CARBON MONOXIDE DETECTOR

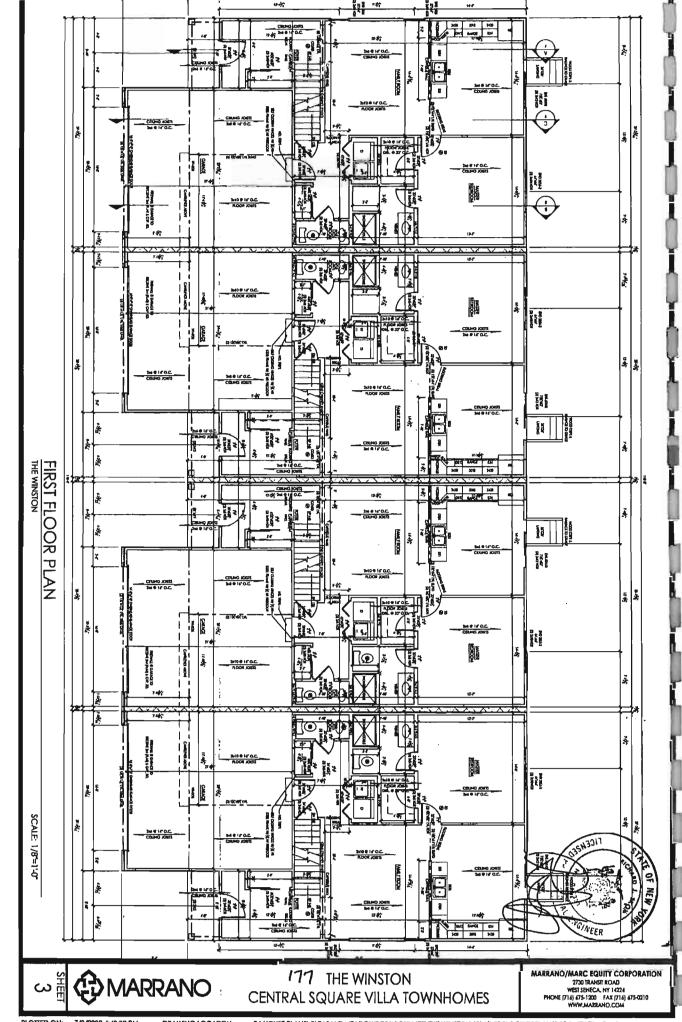
INDEX

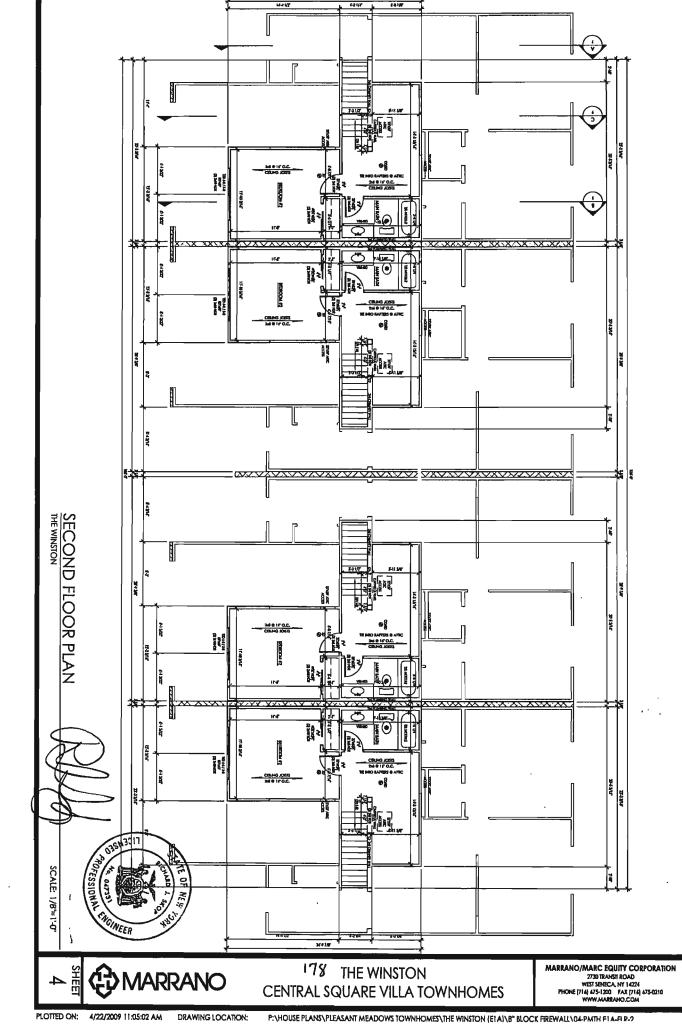
DESCRIPTION SHEET SPEC PAGE FRONT ELEVATION FOUNDATION PLAN FIRST FLOOR PLAN SECOND FLOOR PLAN ROOF PLAN SIDE FLEVATIONS SECTION A SECTIONS

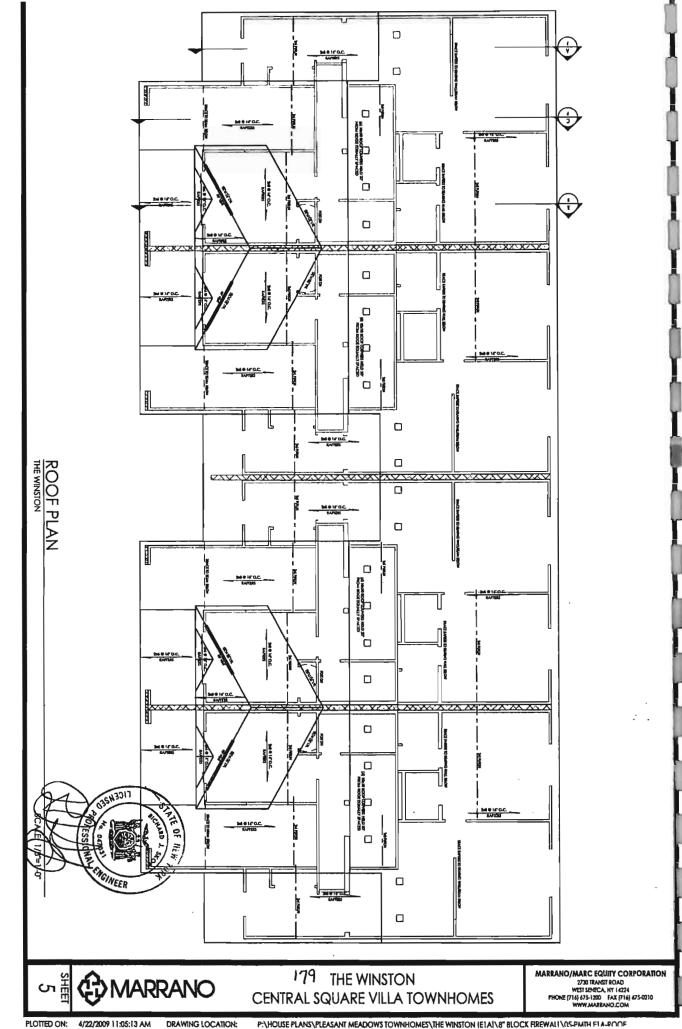
FOUNDATION WALL DETAIL

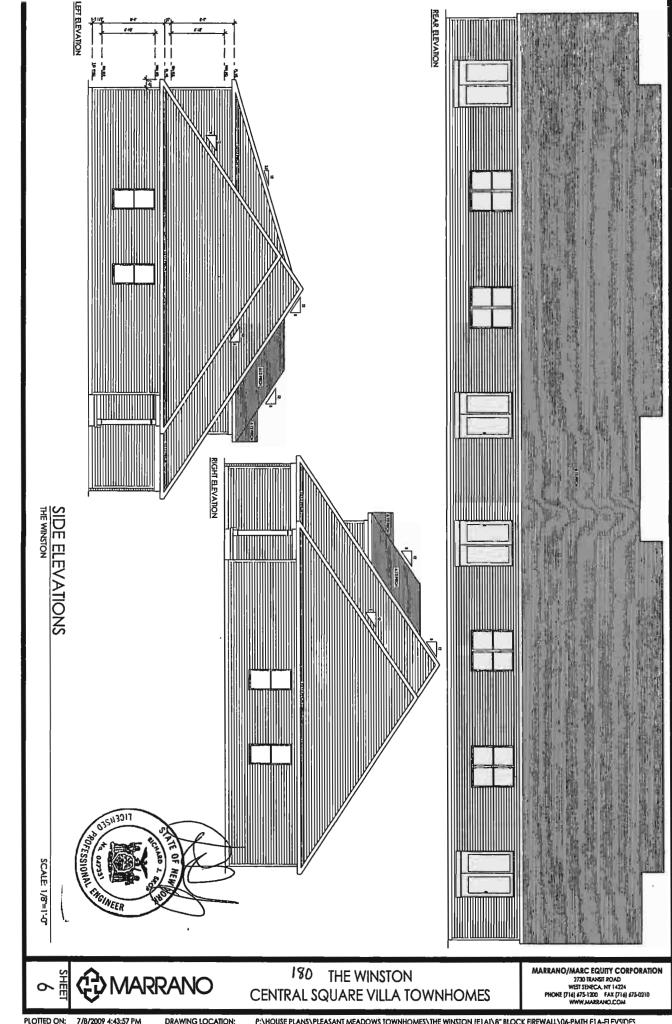


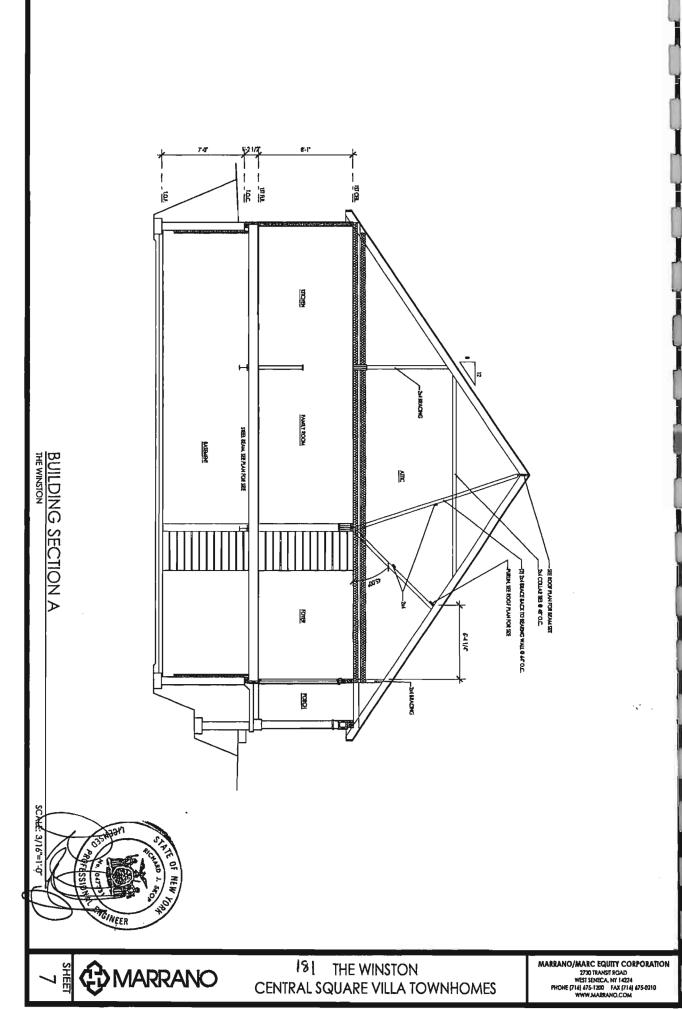


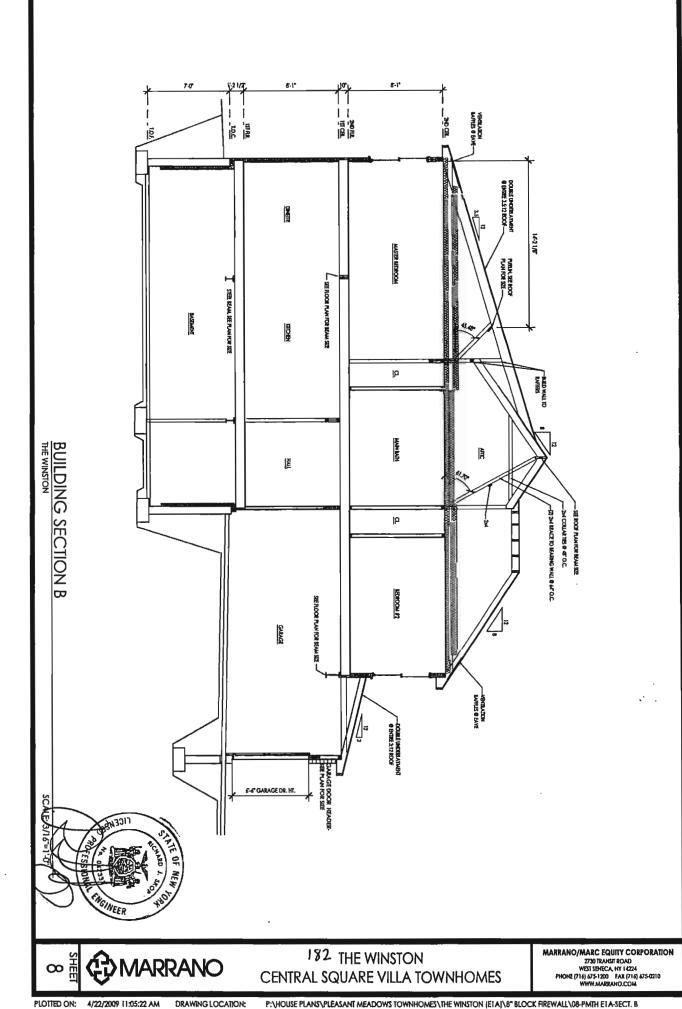


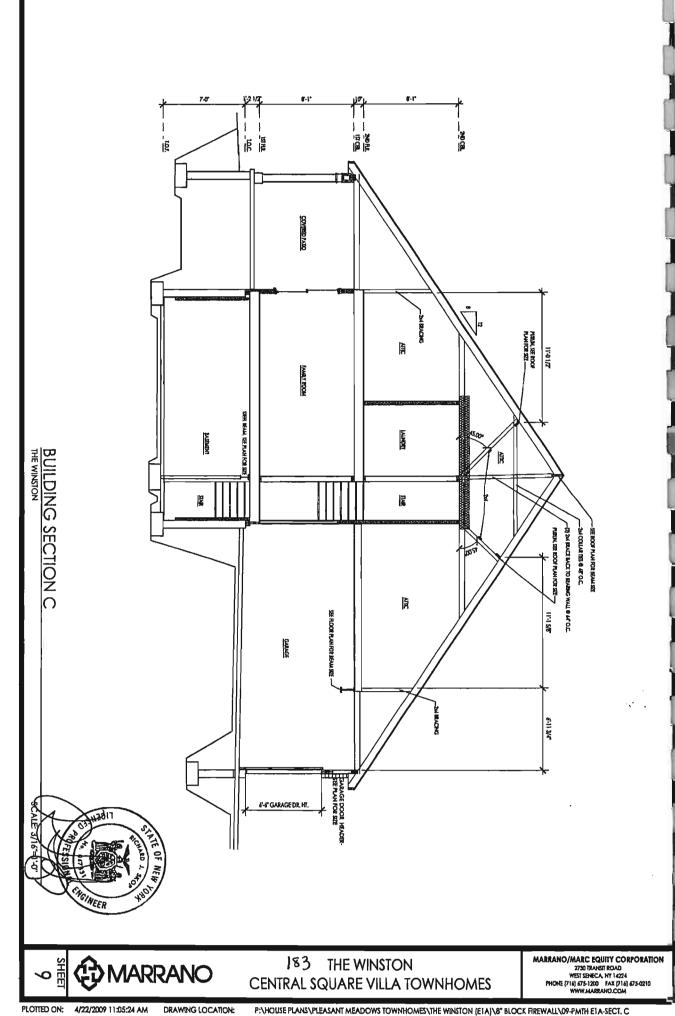










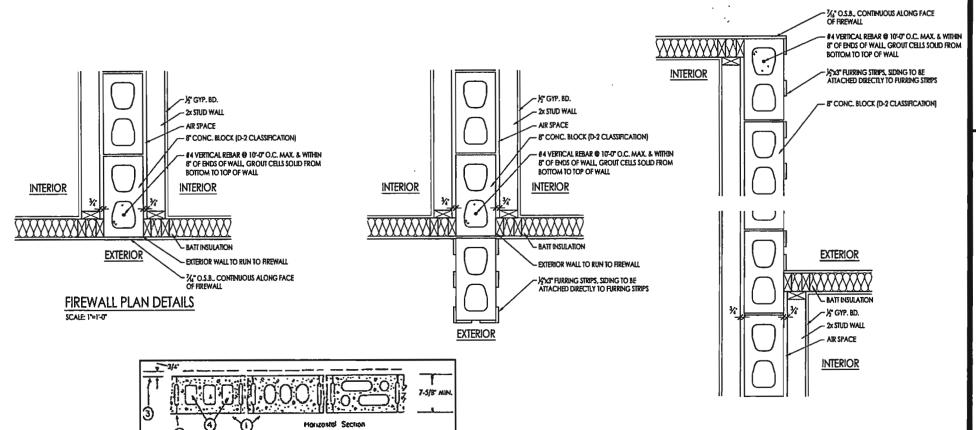




THE WINSTON 184

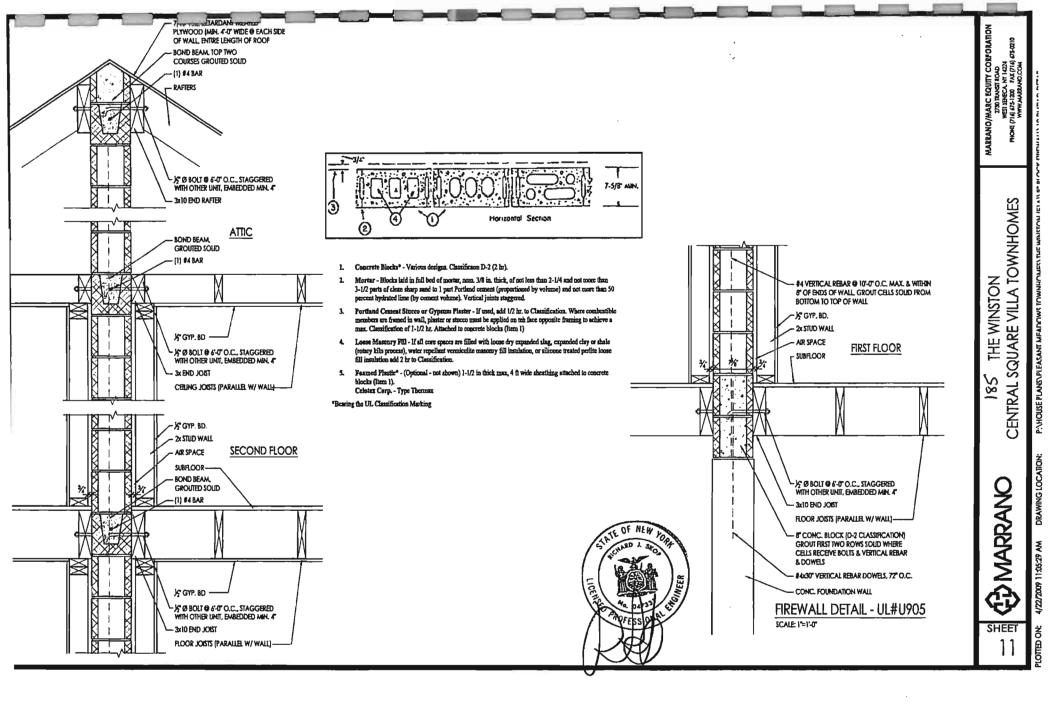
Ć∯MARRANO

SHEET



- 1. Concrete Blocks* Various designs. Classificaon D-2 (2 hr).
- Mortar Blocks leid in full bed of mortar, nom. 3/6 in. thick, of not less than 2-1/4 and not more than 3-1/2 parts of clean skeep sand to 1 part Portland coment (proportioned by wohane) and not more than 50 percent hydrated lime (by coment volume). Vertical joints staggered.
- 3. Portland Cement Stucco or Gypsum Plaster If used, add 1/2 hr. to Classification. Where combustible members are framed in wall, plaster or stacco must be applied on teb face opposite framing to achieve a max. Classification of 1-1/2 br. Attached to concrete blocks (liem 1)
- 4. Loose Masonry FIE If all core spaces are filled with loose dry expanded stag, expanded clay or shale (rotary kiln process), water repellant vermiculite massary fill insulation, or silicone treated perfite loose fill insulation add 2 hr to Classification.
- 5. Formed Plastic* (Optional not shown) 1-1/2 in thick max, 4 ft wide sheathing attached to concrete blocks (Item 1). Celotex Corp. - Type Thermax

*Bearing the UL Classification Marking



Revised: 7/02/09

Supercedes: 4/29/09

THE MARRANO/MARC EQUITY CORPORATION SPECIFICATIONS FOR

CENTRAL SQUARE VILLA TOWNHOMES THE WINSTON 2009 SPECS

PURCHASER:

ADDRESS:

SUBDIVISION:

CONTRACT DATE:

CODE:

COORDINATOR:

DRIVEWAY:

DATE MAILED:

GENERAL DESCRIPTION - ALL TRADES

CODE#

- 1. Two Story with:
 - a. 1,266 / 1,285 / 1,316 Square Feet of Floor Area
 - b. Elevation "1" with 8'-10 x 4'-0 Covered Front Porch with
 - (1) Wood Post and Vinyl Ceiling
 - ~ Therma Tru S726 Smooth Star Fiberglass Front Door
 - Crystal Diamonds Lite with Brass Caming
 - ~ FF-21 6-Panel Steel Fire Door at Garage / Mud Room
 - c. (2) Car Attached Garage with 16'-0 Overhead Door
 - d. (2) Bedrooms
 - ~ 1st Floor Master Bedroom with Walk-in Closet
 - e. 2 1/2 Baths
 - ~ Powder Room: Oval Bevel Mirror
 - ~ Master Bath: 48" x 42" Mirror
 - ~ Main Bath: 48" x 42" Mirror
 - f. 8'-0 Finished Ceilings 1st and 2nd Floors
 - g. Family Room
 - h. Kitchen / Dinette
 - "L" Cabinet Layout with 45" high Half Wall with Stained Cap at Family Room
 - i. Mud Room with Laundry Closet

- j. Upper Hall with Computer Niche Area
 - ~ Partial Capped Half Wall at Niche / Staircase
- k. 7'-0 Basement Walls
 - ~ No Window in Basement
 - ~ Delta MS Foundation Water Barrier
- I. 7/16" OSB Sheathing Board Roof and Side Walls
- m. 3/4" OSB Subfloor Throughout
- n. No Fireplace
- o. Prewire for Future Security System ----
- p. Pella Encompass Vinyl Double Hung Windows
 - ~ White Exterior and Interior
 - Inserts between the Glass Pre-finished White both Sides at Upper Sash Only of Front Windows

The Winston Elevation 1	Page 3	Revised: 7/02/09 Supercedes: 4/29/09			
WINDOWS	Vinyl Insulated Double Hung Windows				
12	 a. Pella Encompass – White Exterior & Interior 2. Master Bedroom – (1) Twin Double Hung 3. Bedroom #2 – (1) Twin Double Hung 4. Family Room End Wall – (2) Single Double Hungs – End Units Only 				
PATIO DOOR	1. Kitchen / Dinette – 6'-0 Sliding D	Door			
13	a. Pella Encompass – White E	a. Pella Encompass – White Exterior & Interior			
INSERTS & SCREENS	Pre-Finished White Inserts between	een the Glass at Upper Sash Only of			
14	Front Windows Only				
	2. Full Screens on Double Hung Windows				
	3. Screen at Kitchen / Dinette Sliding Door				
DOORS	1. Exterior:				
15	a. Front Entry: Therma Tru Smooth Star Fiberglass Door				
	b. Garage / Mud Room: FF-21 6-Panel Steel Fire Door				
	 Factory Finished Frame – Door Painted by Big "L" Dist. 				
	2. Door Hardware:				
	a. Interior Doors: Schlage Knobs – Antique Brass Finish				
	b. Fire Door: Schlage Key-n-Knob – Antique Brass Finish				
	c. Front Door: Schlage Knob with Single Cylinder Deadbolt - Antique Brass Finish				
GARAGE DOOR	1. 16'-0 x 7'-0 - (4) Section (8) Rais	ed Panel Steel - Model #5120			
24	a. Pre-finished - No Painting				
ROOFING	1. 3-in-1 Butt Tab				
25	2. Roof Vents and/or Ridge Vents as per Plan				
	3. Ice Shield at Gutter Areas and at Roof Pitches 4/12 and Under				
	4. Covered Front Porch				

ALL TRADES - SEE GENERAL DESCRIPTION

The Winston	Page 4	Revised: 7/02/09			
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SIDING	1 Vinul Siding Double 4"				
26	Vinyl Siding - Double 4" Maintenance Free Settit System				
20	 Maintenance Free Soffit System Vinyl Ceiling at Front Porch 				
HEATING	1. Gas Forced Air Heat - 80% Effici	ent Furnace			
28	2. Honeywell TH4110 Set-Back The	ermostat			
	3. Add Ductwork for:				
	a. Kitchen Hood Fan to be NON-	DUCTED			
	b. Powder Room - Broan #688	50 CFM Fan			
	c. Main Bath - Broan #671 70 C	FM Fan			
	d. Master Bath Water Closet – Broan #657 70 CFM Fan/Light Combo				
	e. Laundry Closet – Broan #688 50 CFM Fan & Dryer Vent				
	f. Exhaust Fans Vent to Roof Jacks				
	4. Venting for 40 Gallon Hot Water Heater				
	Prep for Future Air Conditioning on Furnace – No Coil				
	6. Cold Air Returns Raised near Ceiling in All Bedrooms for Future				
	Air Conditioning				
PLUMBING	1. Master Bath:				
27	a. Sterling 72220100-0 Ensemble	Curve 48" Shower – No Seat – White			
	 Kohler K-P304-K-NA/K-P15611-4-CP Chrome Lever Handle Faucet 				
	b. (1) Sterling 442044-0 Elliot 20"	x 17" Sink – White			
	~ Kohler K-P15182-LD-CP Cl	nrome Lever Handle Faucet			
	c. Sterling 404015-0/404515-0 Ro	ound Toilet with Bemis #70 Seat - White			
	2. Main Bath:				
	a. Sterling 71090110/20-0 Acclair	m 60" x 30" x 72" Tub & Shower –			
	White with Shower Rod				
	~ Kohler K-P304-K-NA/P156	01-4S-CP Chrome Lever Handle Faucet			
	b. (1) Sterling 442044 Elliot 20" x	17" Sink - White			
	~ Kohler K-P15182-LD-CP C	hrome Lever Handle Faucet			
	c. Sterling 404015-0/404515-0 Round Toilet with Bemis #70 Seat - White				

The Winston Elevation 1	Page 5	Revised: 7/02/09 Supercedes: 4/29/09			
PLUMBING (Cont'd)					
	3. Powder Room:				
	a. (1) ProFlo PF4600/4604 Pe	destal Sink – White			
	~ Kohler K-P15182-LD-CP	Chrome Lever Handle Faucet			
	b. Sterling 404015-0/404515-0 Round Toilet with Bemis #70 Seat - White				
	4. Kitchen:				
	a. Sterling 11402-4 Southhaven Stainless Steel 33" x 22" 4-hole				
	Double Bowl Sink				
	~ Kohler K-P15171-CP Chrome Faucet – No Spray Hose				
	~ Chrome Strainer				
	b. Dishwasher Hook-up				
	c. No Disposal				
	5. Laundry Closet - Washing Mach	nine Box			
	6. No Laundry Tray				
	7. 40 Gallon Hot Water Heater - Ga	as			
	8. 1750 GPH Submersible Sump F	Pump in Basement			
	9. (2) Exterior Cold Water Faucets	- (1) at Front, (1) at Rear			
	10. Gas Lines Only to Range and D	Oryer Areas			
ELECTRICAL	(1) Control Plug in Family Room	and All Bedrooms			
29	2. Wire for Basic Exhaust Fans in I	Powder Room, Main Bath, Master Bath			
	and Laundry Closet				
	GFCI Protected Outlets in Kitche Master Bath	en, Powder Room, Main Bath and			
	4. (1) 15 AMP GFCI Protected Out	let in Basement			
	5. (1) 15 AMP GFCI Protected Out	let in Garage			
	6. (2) Exterior GFCI Protected Wea	atherproof Outlets –			
	(1) at Front, (1) at Rear				
	7. 110 Direct Circuit for Basic Non-	-Ducted 30" Hood Fan or			
	Optional Non-Ducted Microwave	e/Hood/Fan			
	8. Hook-up Dishwasher				
	9. No Disposal				

10. Wire for Future Garage Door Opener

The V	Vinston
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Elevation 1

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ELECTRICAL (Cont'd)

11. Prewire for Future Security System

12. 150 AMP Service

13. All Basement Lights on (1) Switch

14. No 220 Lines to Range or Dryer Areas

15. Recess Lights:

a. Foyer / Hall at Bottom of Stairs: (2) Recess on 3-way Switch

b. Kitchen / Dinette: (2) Recess on (1) Switch &

(1) Recess on Separate Switch above Sink

c. Mud Room: (2) Recess on (1) Switch

d. Staircase: (1) Recess at Top of Stairs on 3-way Switch

e. Upper Hall / Niche Area: (2) Recess on (1) Switch

16. Fluorescent Fixtures:

a. Laundry Closet: 2'-0 Uncovered Fixture

b. Master Walk-in Closet: Covered Fixture

17. Pre-selected Exterior Fixtures

a. Front Entry & Garage Front

b. Kitchen / Dinette Door

18. Interior Fixtures per Package

AUDIO / VIDEO

29

1. (2) Phone Outlets

2. (3) Cable TV Outlets

3. 2" PVC Chase from Basement to Attic Crawl Space for Future Wiring

INSULATION

35

1. Firewall per Plan

2. Living Space Only - With 2 Mil Polywrap:

R-13 Walls (3 3/8"); R-38 Ceiling

3. White-Faced "Wallfast" R-11 Basement Blanket Insulation -

Per Town Codes

4. Styrofoam Baffles in Rafter Bays at Soffit

The Winston Elevation 1	Page 7	Revised: 7/02/09 Supercedes: 4/29/09				
WALLBOARD	1. Firewall per Plan					
36	2. Board Complete House, Including	Garage				
	3. Texture Spray Ceilings Throughout, EXCEPT Garage					
	4. Special:					
	a. (1) Coat Finished Drywall - Garage Walls and Ceiling					
	 b. All Bi-pass Closet Door Openings – Metal Corner Bead Inside Corner Only 					
	5. Recess Lights – Foyer / Lower Ha	ll (2), Kitchen / Dinette (3),				
~.	Mud Room (2), Staircase (1), Upp	er Hall / Niche (2)				
	6. Main Bath - Tub/Shower Module					
·	7. Master Bath – Shower Module					
	8. Capped Half Walls at Lower Stairs and Upper Hall / Staircase					
	9. Capped Half Wall at Family Room / Kitchen					
GUTTERS 24	1. 5" Aluminum with 3" Conductors					
SHEET VINYL	Foyer to End of Guest Closet at St	taircase, Mud Room, Laundry Area,				
42	Powder Room, Kitchen / Dinette, M	Main Bath and Master Bath				
	2. Allowance: Armstrong Initiator					
	3. MDF Base and Shoe Molding Throughout					
	4. Any Sheet Vinyl to Carpet Transition will have Metal Edging					
HARDWOOD FLOORS	1. Optional					
APPLIANCES 41	1. Dishwasher – Whirlpool DU915PWS					

ALL TRADES - SEE GENERAL DESCRIPTION

The Winston Elevation 1	Page 8	Revised: 7/02/09 Supercedes: 4/29/09				
CABINETS	Kitchen, Main Bath and Master Bath					
40	2. Allowance: Homecrest Fulton Oa	ak Finish Square Recess Panel Door				
	a. Handles or Knobs Included					
	b. No Roll-out Trays					
	c. No Cabinet above Refrigerator	r				
	3. Pedestal Sink in Powder Room					
TRIM	Interior Doors – Textured 6-Panel	Interior Doors – Textured 6-Panel Hardboard Throughout				
18 - 19	2. MDF Colonial Casing and Base T	hroughout				
	3. Closet Openings Cased with Side	Jambs, Casing Side and Top –				
	Room Side Only					
	4. Stained Cap at Half Walls at Lower Stairs and Upper Hall / Staircase					
	5. Stained Cap at Half Wall at Family Room / Kitchen					
	6. Stained White Pine Hand Rail at Staircase to 2nd Floor and Basement					
PAINT	1. EXTERIOR:					
37	a. Paint Front Entry Door & Trim					
	2. INTERIOR:					
	a. Stain – (1) Color Throughout					
	 Hand Rails and Wood Caps 	s at Half Walls at Lower Stairs,				
	Upper Hall / Staircase and	Family Room / Kitchen				
	b. Paint					
	1. Interior Walls - (1) Color Th	roughout				
	a. (2) Coat Flat Finish					
	2. Basement Stairs and Steel	- (1) Coat of Gray				
	3. Interior of Steel Doors - (1)	Color				
	a. <u>DO NOT PAINT</u> Garage	/ Mud Room Door				
	4. MDF Interior Trim					
	5. Interior Doors – 6-Panel Ha	rdboard Throughout				
	3. Pre-finished Garage Overhead Door - DO NOT PAINT					

The Winston Elevation 1	Page 9	Revised: 7/02/09 Supercedes: 4/29/09			
CERAMIC TILE 42	Towel Bars and Paper Holders				
COUNTERTOPS	1. Plastic Laminate – Kitchen, Main	Bath and Master Bath			
43	a. Allowance: Formica				
	b. Oval Sinks in Main Bath and Master Bath				
	Pedestal Sink in Powder Room				
CARPET	Lower Hall from Foyer Closet Wa	ll to Family Room, Family Room, Stairs			
45	Upper Hall, All Bedrooms and Ma	ster Walk-in Closet			
	2. Allowance: Mohawk 9420 Matfield with Classic Bonded Pad				
	(1) Color Throughout				
GLASS BLOCK	1. None				
47					
WIRRORS	Powder Room: Oval Bevel Mirror				
63	2. Main Bath: 48" x 42"				
	3. Master Bath: 48" x 42"				
	a. 4'-0 Bi-pass Shower Enclosure	e with Chrome Trim and			
	Clear or Aquatex Glass				
CONCRETE	1. Front Porch Pad – 8'-10 x 4'-0				
53	2. Walk and Step from Porch to Drive	eway			
	3. Wood Step Garage to Main House				
	4. Wood Steps to Grade off Kitchen	/ Dinette			
DRIVEWAY	1. Blacktop – No Sealer				
56					
_ANDSCAPING	Per Subdivision				

ALL TRADES - SEE GENERAL DESCRIPTION

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Elevation 1 S

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SHELVING

18

1. Ventilated Vinyl Coated Wire Shelving in All Closets

2. (1) Ventilated Vinyl Coated Wire Shelf above Washer / Dryer Area in Laundry Closet

The Livingston

2-Story Unit

2 Bedrooms/1½ Bathrooms

≈1,366 Square Feet (Middle Unit) ≈1,381 Square Feet (End Unit)

2-Car Garage

2730 TRANSIT ROAD WEST SENECA, NY 14224 PHONE 17161 675-1200 FAX (716) 675-0210 WWW.MARRANO.COM



LICENSED ENGINEER; RICHARD J. SKOP 31A0 PT 39A P.O. BOX 151 BUFFALO, NY 147RS PHONE (716) 725-5990 FAX (716) 763-6854

GENERAL NOTES

- PLANS AND SPECIFICATIONS ARE THE SOLE CORPORATION (MANE UNAUTHORIZED USE OR REPRODUCTION OF PLANS AND SPECIFICATIONS
- NAME RESERVES THE RIGHT TO MODIFY PLANS AS FOUND NECESSARY TO CONFORM TO STATE AND/OR LOCAL CODES.
- DRAWINGS AND SPECIFICATIONS MUST BEREAD AND UNDERSTOON BY ALL CONTRACTORS PRIOR TO CONSTRUCTION INCORPROT RESERT IN SAID CONTRACTOR BRING BACK CHARGED FOR TIME AND MATERIALS. DISCREPANCIES, CONFLICTS AND/OR OMISSIONS ON THE DRAWINGS AND/OR THE SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF MUMES DRAFTING DEPARTMENT OR PROJECT SUPERVISOR INAMEDIATELY UPON HER PHICOUNTRY
- DO NOT SCALE DIMENSIONS OFF OF THE DRAWINGS, UTILIZE THE DIMENSIONS GIVEN. WIME WILL ASSUME NO RESPONSIBILITY FROM ERRORS MADE FROM ASSUMED DIMENSIONS.
- THE PLANS MEET OR EXCEED THE CURRENT NEW YORK STATE ENERGY CODE AND RESIDENTIAL MINDING CODE
- ROOF
- 6.1.1. GROUND SNOW LOAD: 50 PSF SECOND LEVEL: 421 LIME LOAD: 30 PSE 622 DEAD LOAD: 10 PSF
- RIST LEVEL: LIVE LOAD: 40 PSF 432 DEAD LOAD: 10 PS
- CONTRACTOR TO FOLLOW ALL APPLICABLE
 CODES OF THEIR TRADE FOUND IN THE RESIDENTIAL CODE AND BHERGY CODE OF NEW
- TYPE & COPPER PPING TO BE USED IN BLMA
- ALL CONVENTIONAL LUMBER HEADERS TO BE PER RESIDENTIAL CODE OF NYS.
- ALL ELECTRICAL WORK TO BE INSPECTED BY BOARD OF FIRE UNDERWRITERS ACCORDING TO NEC IN ELMA ONLY.

FIRE SEPARATION

- FIRE SPARATION IN HOMES WITH ATTACHED GARAGES TO CONFORM TO THE RESIDENTIAL CODE OF NEW YORK STATE, SECTION 8309, SPECIFICALLY R307.2.1 & R309.2.2.
- (1) LAYER OF \$6" TYPE X GYPSUM BOARD ON GARAGE CELING.

TOP OF BASEMENT SLAB IS 1" ABOVE TOP OF FOOTING

MADE AND THE RESER HEIGHT PECALCULATED

LASSMENT SLAKS ARE 3/5" THICK, RISERS WILL NEED TO BE RECALCUATED FOR DIFFERENT FLOOR SLAB THICKNESSES

- (I) LAYER OF 10 TYPE X GYPSUM BOARD ON GARAGE SIDE OF GARAGEMOUSE COMMON WALLS.
- (I) LAYER OF JS TYPE X GYPSUM BOARD ON HOUSE SIDE OF GARAGE/HOUSE
- FOR ANY HABITABLE SPACE AT FRONT BHO OF
- TO RESIST THE PASSAGE OF FLAME AND OTHER PRODUCTS OF COMBUSTION AND TO FORM AN EFFECTIVE PRE BARRIER BETWEEN STORIES AND BETWEEN THE TOP STORY AND THE ROOF SPACE, FIRE BLOCKING WILL BE PROVIDED AT THE
- CONCEALED SPACES OF STUD WALLS AND RIRRED SPACES AT CELLING AND ROOR LEVELS AT INTERVALS NOT TO EXCEED
- CONCEAUD HORRONTAL & VERTICAL SPACES SUCH AS SOFFITS AT INTERVALS NOT TO EXCEED 10-0".
- AT TOP AND BOTTOM OF RUN. DUCTS.
- A APPRIATION OF 2-0" PAST SUPPORTING
- OPENING PROTECTION TO CONFORM TO THE RESIDENTIAL CODE OF NEW YORK STATE, SECTION ICXO9.1.
- PROVIDE Y, HOUR FIRE RATED DOOR WITH STEEL. FRAME AND SELF CLOSING DEVICE.

INSULATION MOTES

- PATRICE HOME TO BE INSULATED TO A MANUALIM
- FLAT AND SLOPED CELINGS WITH ATTIC 1.1. SPACES TO BE RISE AS FOLLOWS: (I) LAYER OF RIP LAID IN THE 1.1.1.
- CRUNG JOIST CAVITY (1) LAYER OF RIP LAID 1.1.2.
- PROVIDE BAFFLES AT EAVES TO UNDERSIDE OF THE ROOF DEADONG AND DESAFRE
- 12 CATHEDRAL CRUNGS EXTERNOR WOOD STUD WALLS:
- BARRIER ON WARM SIDE OF WALL 132 244- BIG WITH 2 AM POLY VAPOR

- COMMON WALLS. PROVIDE FIRE BLOCKING ABOVE STEEL BEAM
- FOLLOWING LOCATIONS:
- BELOW STATES BETWEEN STRINGERS AND OPENINGS AROUND VENTS, PIPES AND

- PERPENDICULAR TO FIRST RIP LAYER. DISURE A MONIMUM OF 15° CLEAR
- VENTILATION SPACE BETWEEN THE TYPICAL AT ALL RAFTERS.
- 131. 244: R13 WITH 2 MIL POLY VAPOR
- BARRIER ON WARM SIDE OF WALL FOUNDATION WALLS: RII FIRE RESISTANT INSULATION, 6-0"

- LONG, HUNG AT TOP OF FOUNDATION WALL
- FLOORS OVER UNCONDITIONED (LE. SEDROOMS OVER GARAGEI OR OUTSIDE

R24 (R30 IN CLARENCE)

SDE OF HOUSE II NO

- FLOOR NOTES RIM BOARD FER FLOOR JOIST SYSTEM USED, START PRIST JOIST 16" FROM RIM BOARD ON ALL
- MODULUS OF BLASTICITY FOR LAMINATED VENETE LUMBER (LVL) & 1,9x1,000,000 OR 1,9a
- MODULUS OF BASTICITY FOR LAMINATED STRAND LUAGER (LSU IS 1.55x1,000,000 OR 1.55e UNG
- 1/2 TONGUE & GROOVE OSB OVER CONVENTIONAL FLOOR JOISTS, PRODUCT TO BE STRIXCTURE GOLD FROM LEVEL OR TOPHOTCH HIGH PERFORMANCE FROM L.P. BASEMENT LANDINGS ONLY TO HAVE SE PLYWOOD
- PROVIDE SUPPORT IN OCXING BETWEEN YORKS F-0"O.C. MAX. AND 864EATH BEARING PARTITIONS PARALLEL TO THE SPAN OF THE JOST.
- EXTEND ALL SPANNING MEMBERS 3" PAST THER SUPPORT BEAMS" CENTERLINE TO PROVIDE A 6" OVERLAY WITH ADJACENT SPANNING MEMBER. (2) PLY LVL LAND LSL MEMBERS ARE TO
- FASTENED TOGETHER PER THE FOLLOWING
- MONOST LAG SCREWS STAGGERED TOP COUNTERSUNK,
- (3) OR MORE LYLLS, MEMBERS OR (2) OR MORE LYLLSL/DIMENSIONAL LUMBER MEMBERS AND STEEL PLATE(S) FOR THE PURPOSE OF A STRUCTURAL BEAM SHALL BE FASTENED TOGETHER IN THE FOX OWING MANNEY
- ON SIDE OF BEAML:
- USE XYS HOUTS, 12" O.C. STAGGERED TOP AND BOTTOM AND PLACED A MINIMUM OF T FROM ANY EDGE
- 92 TITLE I CAPIED MEMBERS IMPARTES BEARING OVER BEAM): 921 INSECTOR ACTUS OF OUR STANGERSON
- TOF AND BOTTOM AND PLACED A MINIMUM OF 2" FROM ANY EDGE. IIL RAISE ALL 2ND ROOK AND RANCH BUND
- BEAMS IS ABOVE TOP PLATE TO EXSURE A LEVEL ALL CONCENTRATED LOADS SHALL BE TRANSFERRED TO THE FOUNDATION WALLS OR PIERS VIA BEAMS, POSTS, AND/OR SOUD

- BLOCKING ALLOWABLE NOTCHING IN FLOOR JOISTS. RAFTERS AND BEAMS ARE FER THE RESIDENTIAL CODE OF NEW YORK STATE, SECTION R502.8.1 ISAWN LUMBERT AS FOLLOWS:
- NOTCHES IN SOLID LUMBER JOHTS. RAFTERS, AND BEAMS SHALL NOT EXCEED I OF THE DEPTH OF THE MEMBER NOTCHES SHALL NOT BE LONGER THAN X THE DEPTH OF THE MEMBER.
- 123 MIDDLE K OF THE SPAN
- 124 NOTCHES AT THE BNDS OF THE MEMBER SHALL NOT BE EXCEED IS THE DEPTH OF THE THE TENSION SIDE OF MEMBERS 4" OR
- GREATER IN NOMINAL THICKNESS SHALL NOT BE NOTCHED EXCEPT AT THE BHOS OF THE MEMBERS

WALL NOTES

- DOUBLE 2x PLATE AT TOP OF WALL
- X" GYPSUM WALL BOARD. MITERIOR WALLS ARE 264 STUDS, 16" O.C. U.N.O.
- ENTERIOR WALLS ARE 2x4 STUDS, 16" O.C. U.N.O. 4" EXPOSURE VINYS, SIDING OVER A LAYER OF AR INFILTRATION BARRIER OVER 1/4" CISB
- SHEATHONG ILIN O ALL HEADERS NOT MARKED SHALL BE (2) 246 ALL INTERIOR OPENINGS ARE 6-10 %" HIGH LLINLO. ANGLED WALLS ARE 45" LLINLO.
- DIMENSIONS FOR INTERIOR WALLS ARE TO FACE OF STUD ILINIO.
- DRAB-SIONS FOR EXTERIOR WALLS ARE TO FACE OF EXTERIOR SHEATHING FOR BRICK WHERE APPLICABLE U.N.O.
- APPLY EXTERIOR SHEATHING ON ALL INSULATED WALLS FACING UNCONDITIONED SPACES.
 INSTALL BRICK FRIEZE WHERE APPLICABLE.

ROOF NOTES

- SHEATHING AT ROOF TO BE 1/2" OSB ROOF UNDERLAYMENT TO BE 1.5# FB.T PAPER SINGLE LAYER OF ICE AND WATER SHELD INSTALLED AT EDGE OF EAVE TO A POINT AT LEASE 24" INSIDE THE EXTERIOR WALL LINE OF THE AUX.DING (8905.2.7.1)
- DOUBLE LAYER OF UNDERLAYMENT REQUIRED ON ROOF SLOPES OF 4:12 & UNDER.
- VENTILATED VINYL SOFFIT AT ALL HORIZONTAL ALL ROOF OVERHANGS ARE 1'-0", MEASURED FROM FACE OF EXTERIOR SHEATHING, BRICK
- EIC., UNO. 24 COLLAR TIES 45 O.C.

- USE 2x10 AT ALL HIPS U.N.O. PURLING ARE LOCATED DIRECTLY BELOW THE RAFTERS AND ARE TYPICALLY BRACED TO BEARING WALLS OR BEAMS WITH 264'S 48" O.C. UNG
- AMERICA ANGLE FROM HORIZONEAL FLANE FOR ALL BRACING & 45°. DIMENSIONS FOR RAFTER SPANS ARE BHOWN AS
- THE UNSUPPORTED HORSONTAL RUN, U.N.O.

LUMBER SPECIES

- ALL LUMBER TO BE A MINIMUM OF 92 GRADE. 246 NOMINAL LUMBER
- UP TO 20-0" LONG TO BE SPRUCE OF OVER 20-0" LONG TO SE DOUGLAS FIR.
- 216 NOMINAL LUMBE UP TO 20-0" LONG TO BE SPRUCE OR
- HEM-FIR, E. OVER 20"-0" LONG TO BE DOUGLAS FIR. 2x10 NOMINAL LUNGER: LUP TO 20"-0" LONG TO BE HISM-FIR.
- OVER 20-0" LONG TO BE DOUGLAS FIR. 2x) 2 NOMINAL LIMBER
- 5.1. UP TO 20'-0" LONG TO BE HEMPIR OR DOUGLAS FIR. OVER 20'-0" LONG TO BE DOUGLAS FIR.

TUB DECK NOTES (IF PURCHASED)

- 128 LAYERS OF \$2" TAG PLYWOOD, STAGGER
- SQUARE EDGE AT FRONT EDGE OF DECK U.H.O. TOP OF DECK TO BE 22" OFF OF SUBRICION
- 244 CLEAT AT PERIMETER TO SUPPORT DECK CERANIC THE AT PLATFORM FACE AND TOP OF
- TILE UP WALL TO VANITY BACKSPLASH HISGHT

PROFESSIONAL SEAL



SUBLOT # CENTRAL SQUARE VILLAS **LANCASTER**

THELIVINGSTON

MODEL ELEVATION: HAND OF HOUSE: CONTRACT DATE: JOB CODE: SALES: DRAFTING: ESTIMATING COORDINATION: PRODUCTION: SPEC REVISION:

1ST FLOOR GROSS: 3192 S.F. 2ND FLOOR GROSS: 2779 S.F. CLERESTORY SPACE: 0 S.F. GARAGE 1762 S.F. PORCHIESI: 814 S.F. BASEMENT SLAB: 2944 S.F. GARAGE SLAB: 1704 S.F.

SHEET

TYPICAL RISER COUNT AND HEIGHT						
C man decrees	TYPICAL CEILING HEIGHTS					
FLOOR SYSTEM	7-0" LASEMENT ^{15.0}	80, SYZEWGAL,	F-0" BASEMENT ⁵	6"-1" 151/2MD FLOORS .	9"-1" 15T/2ND FLOORS	10"-1" 157/2ND FLOORS
12" TAG OSE DECKING OVER 2x10	13 @ 7.50" EACH (97%)	13 @ 8.00° EACH [1047]	15 @ 7.73" EACH [116")	14 @ 7.6/ EACH [107]	15 @ 7.93" EACH (119")	17 @ 7.71* EACH (131)
% TAG OSB DECKING OVER 2x12	13 @ 7.45" EACH (99)(7)	14 @ 7.57" EACH (106")	15 @ 7.87" EACH [1187]	14 @ 7.75" EACH (109")	15 @ 8.07 EACH (1217)	17 @ 7.82 EACH (1337)
ALLEC OFF DECKNING OASH 11/4.131	13 @ 7.70" EACH (100%)	14 @ 7.62" EACH (106%)	15 @ 7.91"EACH [118%]	14 @ 7.83" EACH (107%)	16 @ 7.60" EACH (121%)	17 @ 7.85" EACH [153%]
ALLY ON DECIDING OAES IN TH	13 @ 7.86" EACH (102%)	14 @ 7.37" EACH (108%)	15 @ 8.05" EACH (120)(2)	14 @ 7.98" EACH (111%)	16 0 7.73" EACH (123%)	17 @ 7.99"EACH (135%)
MOTES:						
CI SEL PLATES REQUIRED AT TOP OF CONCRETE WALL						

NEMBERS IN PARENTHESES ABOVE REPRESENT THE CIVERALL HEIGHT (CONCRETE TO CISIA/OSB TO CISIA), NOTE THAT IF HARDWOOD FLOOR OR CERAMIC IS PURCHASED, APPROPRIATE ADDITIONS MUST BE

U.N.O. UNLESS NOTED OTHERWISE O.C. ON CENTER 1.0. TOP OF T.O.W. TOP OF WALL T.O.C. TOP OF CONCRETE CJ. CONTER LINE PL PLATE

SYMBOLS AND ABBREVIATIONS

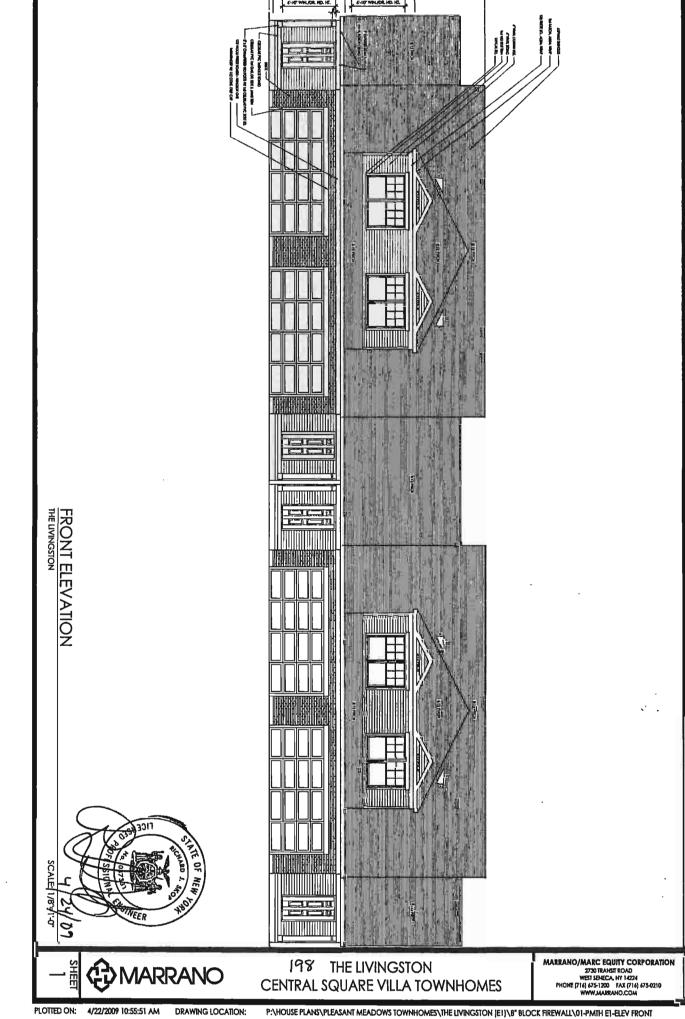
SMOKE DETECTOR

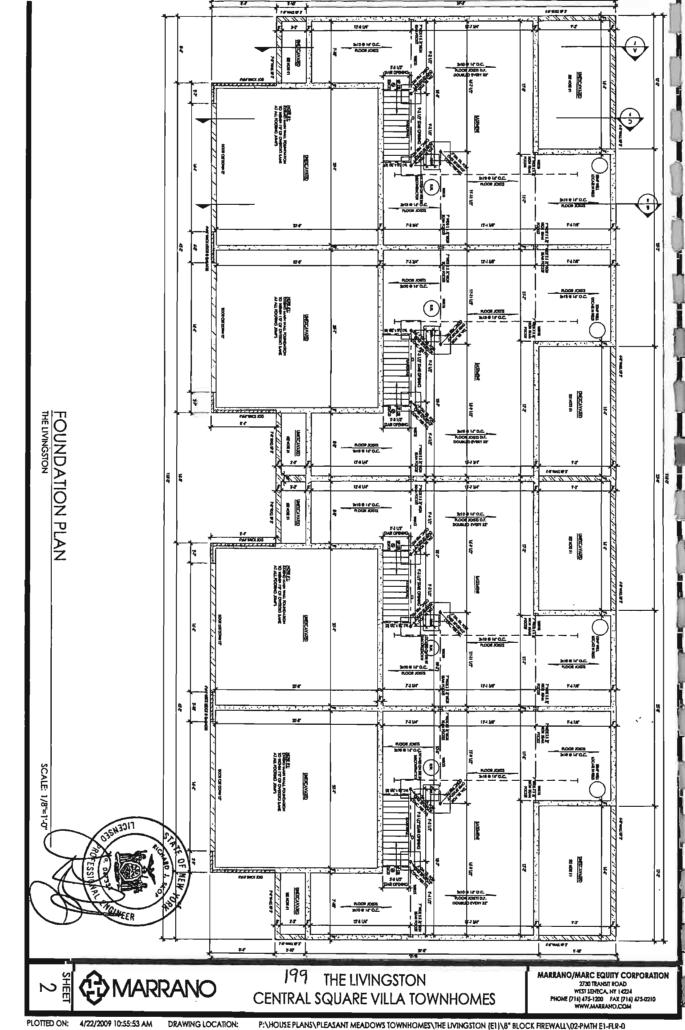
SMOKE/CARBON MONOXODE DETECTOR

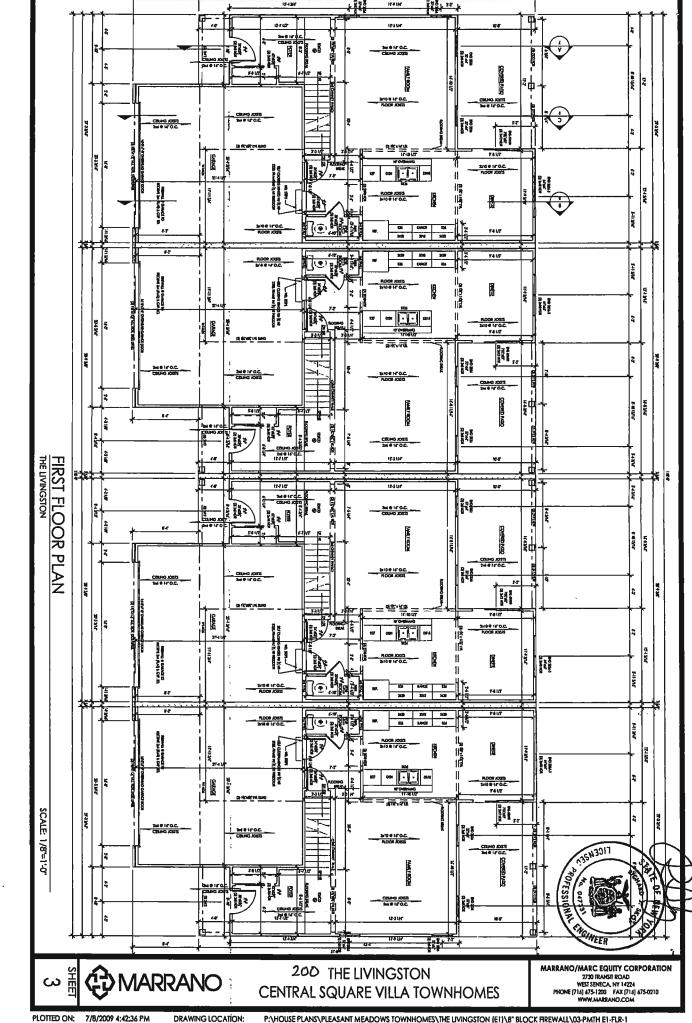
ILG TONGLE AND GROOVE LVL LAMENATED VENEER LUMBER Œ LAMINATED STRAND LUMBER OSS ORIENTED STRAND BOARD мли MARRAHO/MARC EQUITY CORPORATION INDEX DESCRIPTION SPEC PAGE FRONT ELEVATION FOUNDATION PLAN PRST FLOOR PLAN SECOND FLOOR PLAN

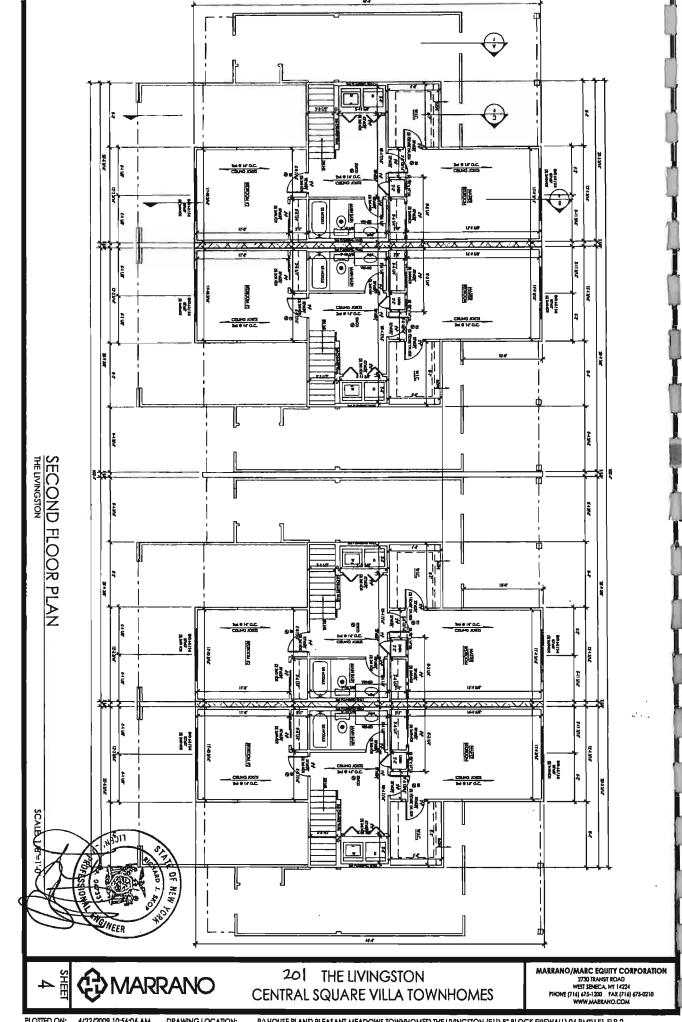
ROOF PLAN SIDE BLEVATIONS VINCTION A SECTION 8

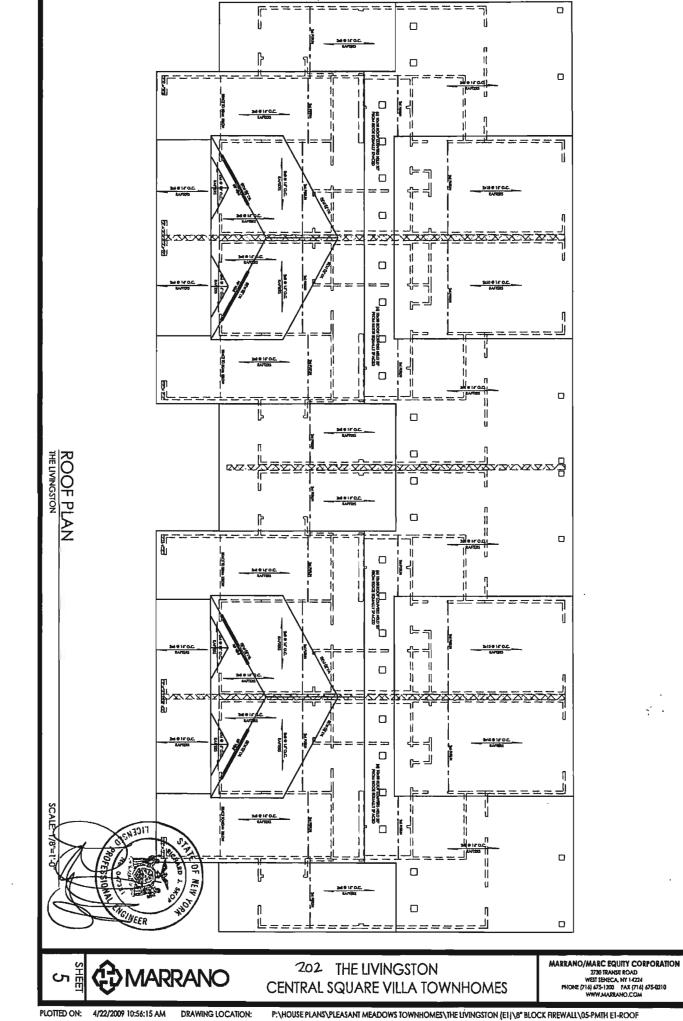
FOUNDATION WALL DETAIL

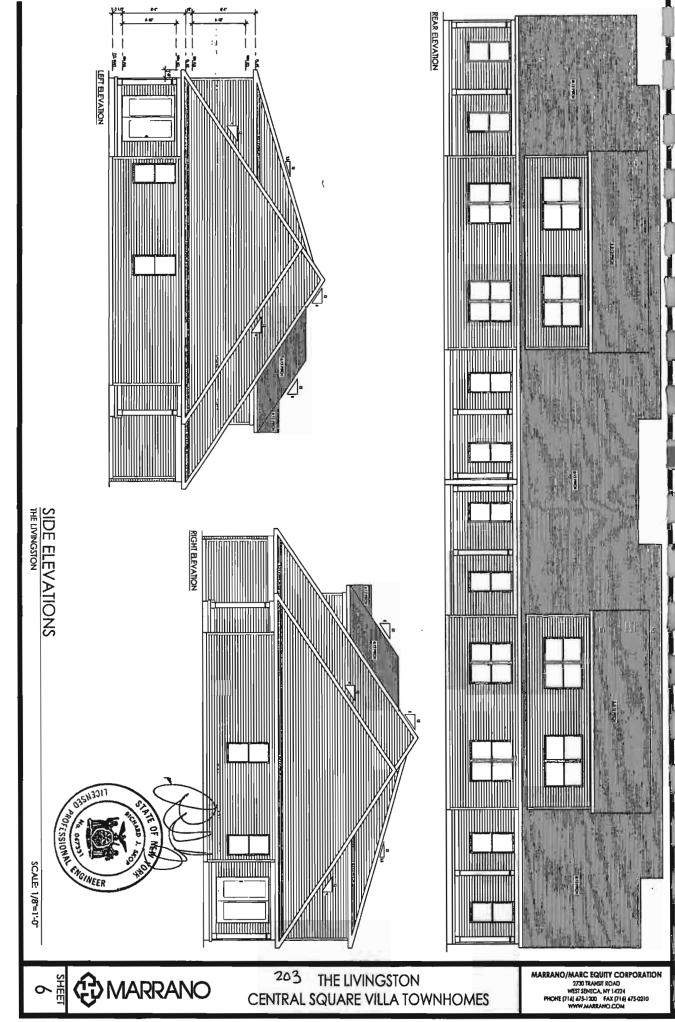


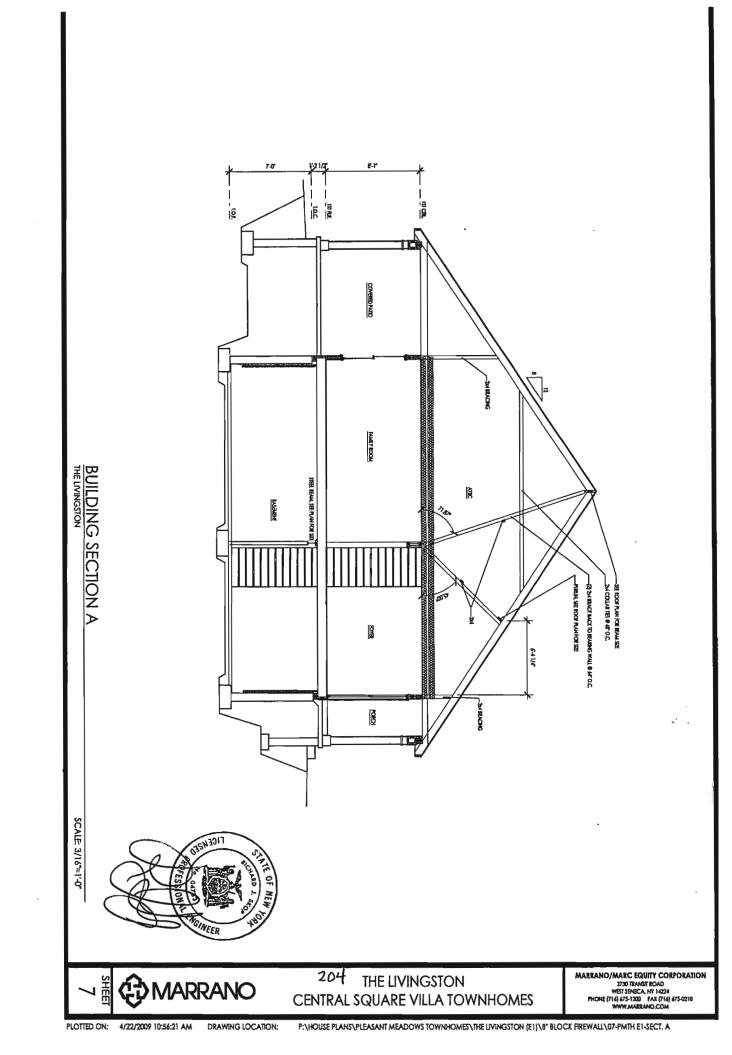


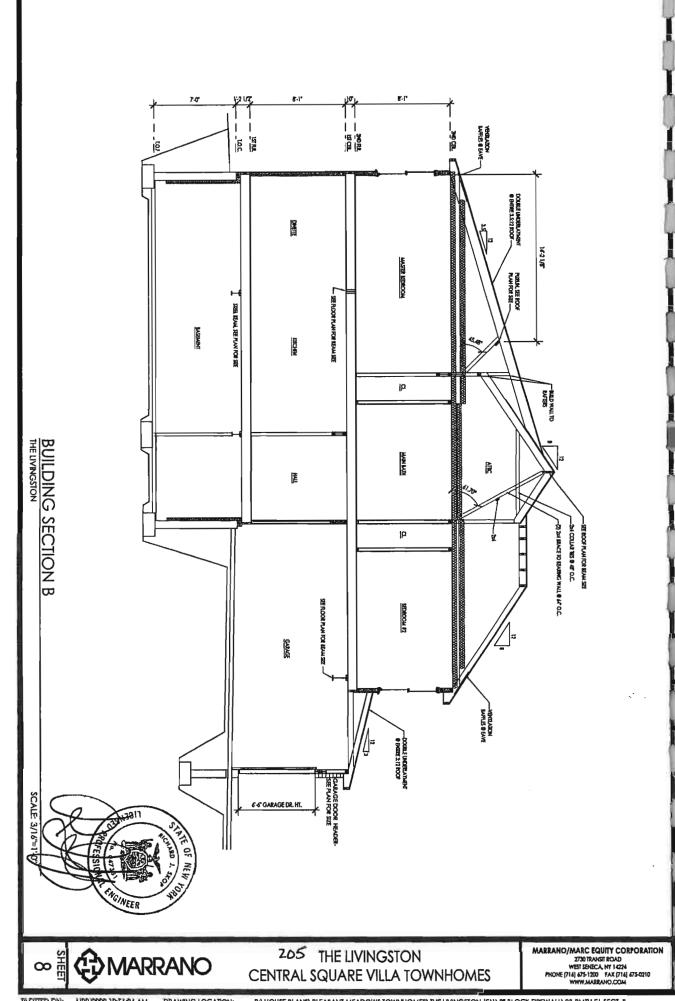


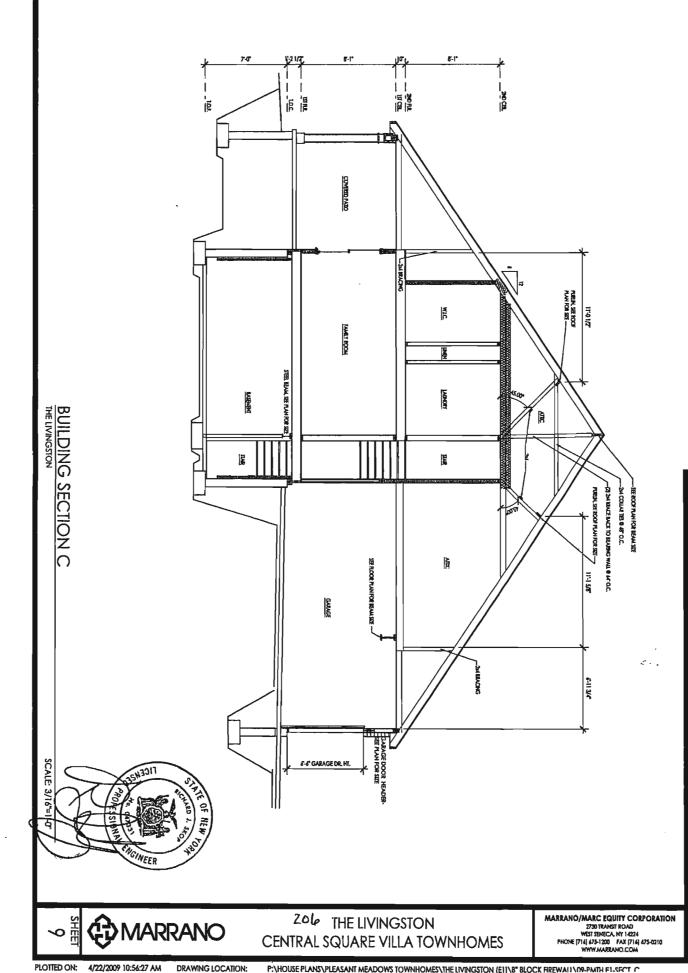








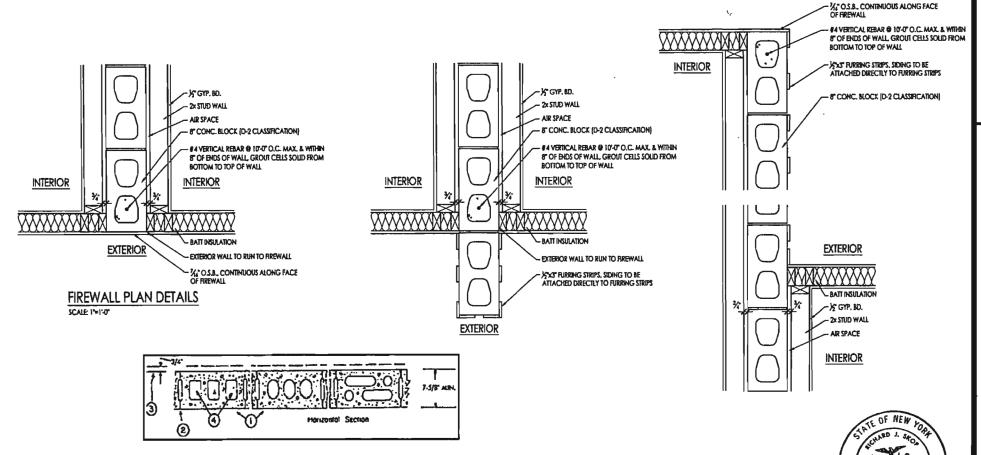






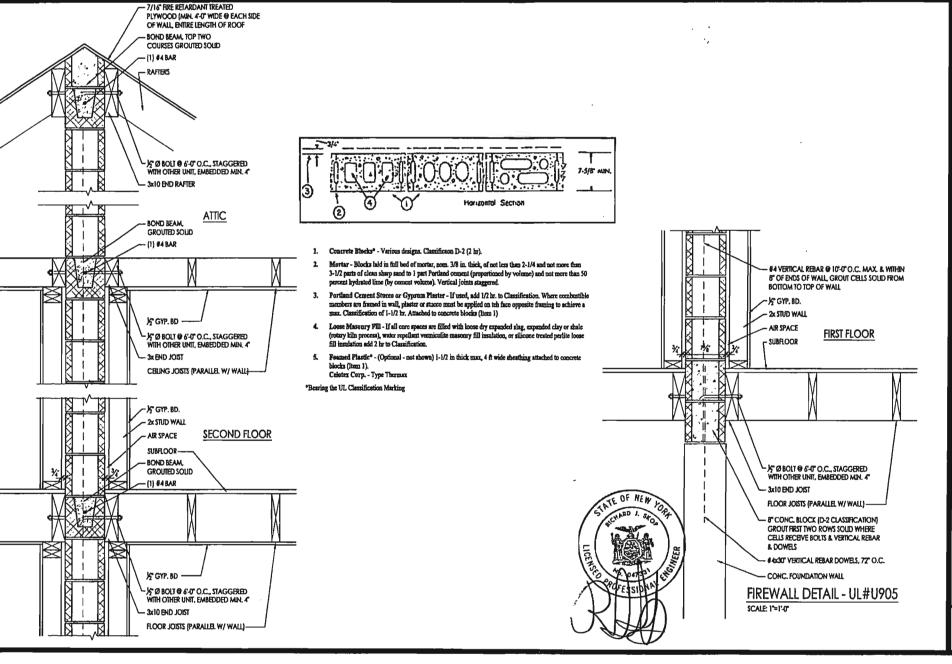
Ç∯MARRANO

SHEET



- 1. Concrete Blocks* Various designs. Classificaton D-2 (2 hr).
- Mortar Blocks laid in full bed of mortar, nom. 3% in. thick, of not less than 2-1/4 and not more than 3-1/2 parts of clean sharp send to 1 part Portland cement (proportioned by voltaxes) and not more than 50 percent hydrated lime (by cement voltame). Vertical joints staggered.
- Portland Cement Stocco or Gypsom Plaster If used, add 1/2 hr. to Classification. Where combusible members are framed in wall, plaster or stocco must be applied on teh face opposite framing to achieve a max. Classification of 1-1/2 hr. Attached to concrete blocks (liten 1)
- 4. Loose Masonry FW If all core spaces are filled with loose dry expanded slag, expanded clay or shale (rotary ich) proces), water repellant vermirchite masseny fill insolution, or silicone treated perlite loose fill insolution add 2 hr to Classification.
- 5. Fearmed Plastic* (Optional not shown) 1-1/2 in thick max, 4 ft wide sheathing attached to concrete blocks (Item 1). Celotes Corp. - Type Therman

*Bearing the UL Classification Marking



SQUARE VILLA TOWNHOMES

THE LIVINGSTON CENTRAL ∞ 2

(1) MARRANO

SHEET

Revised: 7/02/09

Supercedes: 4/29/09

THE MARRANO/MARC EQUITY CORPORATION SPECIFICATIONS FOR

CENTRAL SQUARE VILLA TOWNHOMES THE LIVINGSTON 2009 SPECS

PURCHASER:

ADDRESS:

SUBDIVISION:

CONTRACT DATE:

CODE:

COORDINATOR:

DRIVEWAY:

DATE MAILED:

GENERAL DESCRIPTION - ALL TRADES

CODE#

- 1. Two Story with:
 - a. 1,366 / 1,381 / 1,413 Square Feet of Floor Area
 - b. Elevation "1" with 8'-10 x 4'-0 Covered Front Porch with
 - (1) Wood Post and Vinyl Ceiling
 - ~ Therma Tru S726 Smooth Star Fiberglass Front Door
 - Crystal Diamonds Lite with Brass Caming
 - ~ FF-21 6-Panel Steel Fire Door at Garage / Mud Room
 - c. (2) Car Attached Garage with 16'-0 Overhead Door
 - d. (2) Bedrooms
 - e. 1 1/2 Baths
 - ~ Powder Room: Oval Bevel Mirror
 - ~ Main Bath: 48" x 42" Mirror
 - f. 8'-0 Finished Ceilings 1st and 2nd Floors
 - g. Stained Cap at Half Wall at Upper Stairs
 - h. Family Room
 - Kitchen Cabinet Layout with Peninsula with 10" Countertop
 Overhang
 - i. Dinette
 - k. 2nd Floor Laundry Room

- 17'-2 x 10'-0 Covered Porch off Dinette with (2) Wood Posts and Vinyl Ceiling
- m. 7'-0 Basement Walls
 - ~ No Window in Basement
 - ~ Delta MS Foundation Water Barrier
- n. 7/16" OSB Sheathing Board Roof and Side Walls
- o. 3/4" OSB Subfloor Throughout
- p. No Fireplace
- q. Prewire for Future Security System
- r. Pella Encompass Vinyl Double Hung Windows
 - ~ White Exterior and Interior
 - Inserts between the Glass Pre-finished White both Sides at Upper Sash Only at Front Windows

The Livingston Elevation 1	Page 3 Revised: 7/02/09 Supercedes: 4/29/09				
WINDOWS	Vinyl Insulated Double Hung Windows				
12	a. Pella Encompass – White Exter				
	2. Family Room Rear Wall – (2) Single Double Hungs				
	3. Family Room End Wall – (2) Single D	•			
	4. Dinette – (1) Twin Double Hung				
	5. Bedroom #2 – (1) Twin Double Hung				
	6. Master Bedroom – (1) Twin Double H	lung			
PATIO DOOR	1. Dinette – 6'-0 Sliding Door	₩.			
13	a. Pella Encompass – White Exteri	or & Interior			
INSERTS & SCREENS	Pre-Finished White Inserts between the second	he Glass at Upper Sash Only of			
14	Front Windows Only				
	2. Full Screens on Double Hung Windows				
	3. Screen at Dinette Sliding Door				
DOORS	1. Exterior:				
15	a. Front Entry: Therma Tru Smooth Star Fiberglass Door				
	b. Garage / Mud Room: FF-21 6-Panel Steel Fire Door				
	1. Factory Finished Frame – Door Painted by Big "L" Dist.				
	2. Door Hardware:				
	a. Interior Doors: Schlage Knobs – Antique Brass Finish				
	b. Fire Door: Schlage Key-n-Knob – Antique Brass Finish				
	c. Front Door: Schlage Knob with Sir Antique Brass Finish	ngle Cylinder Deadbolt -			
GARAGE DOOR	1. 16'-0 x 7'-0 - (4) Section (8) Raised Pa	anel Steel - Model #5120			
24	a. Pre-finished - No Painting				
ROOFING	1. 3-in-1 Butt Tab				
25	2. Roof Vents and/or Ridge Vents as per Plan				
	3. Ice Shield at Gutter Areas and at Roof Pitches 4/12 and Under				
	3. Ice Shield at Gutter Areas and at Roo	f Pitches 4/12 and Under			

The Livingston Elevation 1	Page 4	Revised: 7/02/09 Supercedes: 4/29/09			
SIDING	Vinyl Siding - Double 4"				
26	2. Maintenance Free Soffit System				
	3. Vinyl Ceilings at Front Porch and Rea	r Porch			
HEATING	Gas Forced Air Heat - 80% Efficient F	umace			
28	2. Honeywell TH4110 Set-Back Thermos	stat			
	3. Add Ductwork for:				
	a. Kitchen Hood Fan to be NON-DUC	TED			
	b. Powder Room – Broan #688 50 Cl	FM Fan			
	c. Main Bath – Broan #671 70 CFM F	-an			
	d. Laundry Room – Broan #688 50 CFM Fan & Dryer Vent				
e. Exhaust Fans Vent to Roof Jacks 4. Venting for 40 Gallon Hot Water Heater					
		er			
	5. Prep for Future Air Conditioning on Fu	rnace – No Coil			
	6. Cold Air Returns Raised near Ceiling in	n All Bedrooms for Future			
	Air Conditioning				
PLUMBING	1. Main Bath:				
27	a. Sterling 71090110/20-0 Acclaim 60	0" x 33" x 72" Tub & Shower –			
	White with Shower Rod				
	~ Kohler K-P304-K-NA/P15601-48	S-CP Chrome Lever Handle Fauce			
	b. (1) Sterling 442044-0 Elliot 20" x 17	7" Sink – White			
	~ Kohler K-P15182-LD-CP Chrom	ne Lever Handle Faucet			
	c. Sterling 404015-0/404515-0 Round	d Toilet with Bemis #70 Seat - Whit			
	2. Powder Room:				
	a. (1) ProFio PF4600/4604 Pedestal S	Sink – White			
	~ Kohler K-P15182-LD-CP Chrom	ne Lever Handle Faucet			
	b. Sterling 404015-0/404515-0 Round Toilet with Bemis #70 Seat - White				

Revised: 7/02/09

Supercedes: 4/29/09

PLUMBING (Cont'd)

- 3. Kitchen:
 - a. Sterling 11402-4 Southhaven Stainless Steel 33" x 22" 4-hole
 Double Bowl Sink
 - ~ Kohler K-P15171-CP Chrome Faucet No Spray Hose
 - ~ Chrome Strainer
 - b. Dishwasher Hook-up
 - c. No Disposal
- 4. Laundry Room Washing Machine Box and Overflow Pan-
- 5. No Laundry Tray
- 6. 40 Gallon Hot Water Heater Gas
- 7. 1750 GPH Submersible Sump Pump in Basement
- 8. (2) Exterior Cold Water Faucets (1) at Front, (1) at Rear
- 9. Gas Lines Only to Range and Dryer Areas

ELECTRICAL

29

- 1. (1) Control Plug in Family Room and All Bedrooms
- Wire for Basic Exhaust Fans in Powder Room, Main Bath and Laundry Room
- 3. GFCI Protected Outlets in Kitchen, Powder Room and Main Bath
- 4. (1) 15 AMP GFCI Protected Outlet in Basement
- 5. (1) 15 AMP GFCI Protected Outlet in Garage
- 6. (2) Exterior GFCI Protected Weatherproof Outlets -
 - (1) at Front, (1) at Rear
- 110 Direct Circuit for Basic Non-Ducted 30" Hood Fan or Optional Non-Ducted Microwave/Hood/Fan
- 8. Hook-up Dishwasher
- 9. No Disposal
- 10. Wire for Future Garage Door Opener
- 11. Prewire for Future Security System
- 12. 150 AMP Service
- 13. All Basement Lights on (1) Switch
- 14. No 220 Lines to Range or Dryer Areas

ALL TRADES - SEE GENERAL DESCRIPTION

The Livingston Elevation 1	Page 6	Revised: 7/02/09 Supercedes: 4/29/09			
ELECTRICAL (Cont'd)					
	15. Recess Lights:				
	a. Foyer / Lower Hall: (2) Recess	on 3-way Switch			
	b. Kitchen: (1) Recess above Sink				
	c. Mud Room: (1) Recess				
	d. Upper Hall: (3) Recess on 4-wa	y Switch			
	16. Fluorescent Fixtures:				
	a. Laundry Area: (1) Uncovered F	ixture			
	b. Master Walk-in Closet: (1) Cove	ered Fixture			
	17. Pre-selected Exterior Fixtures				
	a. Front Entry & Garage Front				
	b. Dinette Door				
	18. Interior Fixtures per Package				
AUDIO / VIDEO	1. (2) Phone Outlets				
29	2. (3) Cable TV Outlets				
	3. 2" PVC Chase from Basement to Att	ic Crawl Space for Future Wiring			
INSULATION	Firewall per Plan				
35	Living Space Only - With 2 Mil Polyw	ran:			
	R-13 Walls (3 3/8"); R-38 Ceiling				
	3. White-Faced "Wallfast" R-11 Basement Blanket Insulation -				
	Per Town Codes				
	Styrofoam Baffles in Rafter Bays at \$	Soffit			
WALLBOARD	Firewall per Plan				
36	2. Board Complete House, Including G	arage			
	3. Texture Spray Ceilings Throughout, EXCEPT Garage				
	4. Special:				
	a. (1) Coat Finished Drywall - Garage Walls and Ceiling				
	b. All Bi-pass Closet Door Openings	- Metal Corner Bead Inside			
	Corner Only				

The Livingston Elevation 1	Page 7	Revised: 7/02/09 Supercedes: 4/29/09			
WALLBOARD (Cont'd)					
	5. Recess Lights – Foyer / Lower Hal	I (2), Kitchen (1), Mud Room (1),			
	Upper Hall (2)				
	6. Main Bath - Tub/Shower Module				
	7. Capped Half Wall at Upper Stairs				
GUTTERS 24	1. 5" Aluminum with 3" Conductors				
SHEET VINYL	Foyer to Staircase Wall, Mud Roon	n, Powder Room, Kitchen, Dinette,			
42	Laundry Room and Main Bath				
	2. Allowance: Armstrong Initiator				
	3. MDF Base and Shoe Molding Thro	ughout			
	4. Any Sheet Vinyl to Carpet Transitio	n will have Metal Edging			
HARDWOOD FLOORS 46	1. Optional				
APPLIANCES 41	1. Dishwasher – Whirlpool DU915PW	S			
CABINETS	Kitchen and Main Bath				
40	2. Allowance: Homecrest Fulton Oak	Finish Square Recess Panel Door			
	a. Handles or Knobs Included				
	b. No Roll-out Trays				
	c. No Cabinet above Refrigerator				
	3. Pedestal Sink in Powder Room				
TRIM .	Interior Doors – Textured 6-Panel F	ardboard Throughout			
18 - 19	2. MDF Colonial Casing and Base Th	roughout			
	3. Closet Openings Cased with Side J	ambs, Casing Side and Top –			
	Room Side Only				

The Livingston	Page 8	Revised: 7/02/09
Elevation 1		Supercedes: 4/29/09
TRIM (Cont'd)		
	4. Stained 1 x 8 Cap on Half Wall at	Upper Stairs
	5. White Pine Hand Rail at Staircase	to 2 nd Floor and Basement
PAINT	1. EXTERIOR:	
37	a. Paint Front Entry Door & Trim	
	2. INTERIOR:	
	a. Stain – (1) Color Throughout	
	1. Hand Rails & Wood Cap at I	Half Wall at Upper Stairs
	b. Paint	
	1. Interior Walls - (1) Color Thro	oughout
	a. (2) Coat Flat Finish	
	2. Basement Stairs and Steel -	(1) Coat of Gray
	3. Interior of Steel Doors - (1) C	Color
	a. <u>DO NOT PAINT</u> Garage <i>i</i>	Mud Room Door
	4. MDF Interior Trim	
	Interior Doors – 6-Panel Har	dboard Throughout
	Pre-finished Garage Overhead Doc	or - <u>DO NOT PAINT</u>
CERAMIC TILE 42	Towel Bars and Paper Holders	
COUNTERTOPS	Plastic Laminate - Kitchen and Mai	n Bath
43	a. Allowance: Formica	
	b. Oval Sink in Main Bath	
	2. Pedestal Sink in Powder Room	
CARPET	Lower Hall at Staircase, Family Ro	om, Stairs, Upper Hall & All Bedrooms
45	2. Allowance: Mohawk 9420 Matfield	with Classic Bonded Pad
	(1) Color Throughout	
GLASS BLOCK	1. None	
47		
	ALL TRADES - SEE GENERAL DE	ESCRIPTION

The Livingston Elevation 1	Page 9	Revised: 7/02 Supercedes: 4/29		
MIRRORS	Powder Room: Oval Bevel Mirror			
63	2. Main Bath: 48" x 42"			
CONCRETE	1. Front Porch Pad 8'-10 x 4'-0			
53	2. Rear Porch Pad - 17'-2 x 10'-0			
	3. Walk and Step from Porch to Driveway			
	4. Wood Step Garage to Main House			
DRIVEWAY	Blacktop – No Sealer	1 111		
56				
LANDSCAPING	1. Per Subdivision			
54	2. 4" Topsoil Machine and Hand Raked			
SHELVING	Ventilated Vinyl Coated Wire Shelving in A	II Closets		
18	(1) Ventilated Vinyl Coated Wire Shelf abo Laundry Room	ve Washer / Drye	r Area in	

The Cambridge

2-Story Unit

2 Bedrooms/1½ Bathrooms

≈1,237 Square Feet (Middle Unit) ≈1,270 Square Feet (End Unit)

1-Car Garage

2730 TRANSIT ROAD WEST SENECA, NY 14224 PHONE (716) 675-1200 FAX (716) 675-0210 WWW.MARRANO.COM



LICENSED ENGINEER: RICHARD J. SKOP 3160 RT. 394 P.O. BOX 151 BUFFALO, NY 14785 PHONE (716) 725-5990 FAX (716) 763-6854

PROFESSIONAL SEAL

GENERAL NOTES

- PLANS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF MARRANO, MARC EQUITY CORPORATION IM/ME. UNAUTHORIZED USE OR EPRODUCTION OF PLANS AND SPECIFICATIONS WITHOUT WRITTEN CONSENT IS PROHIBITED.
- MANUER RESERVES THE RIGHT TO MODIFY PLANS AS FOUND NECESSARY TO CONFORM TO STATE AND/OR LOCAL CODES.
 DRAWINGS AND SPECIFICATIONS MUST BE READ
- AND UNDERSTOON BY ALL CONTRACTORS PRIOR TO CONSTRUCTION, INCORRECT GUESSWORK" BY ANY CONTRACTOR WILL RESULT IN SAID CONTRACTOR BEING BACK CHARGED FOR THE AND MATERIALS DECREPANCIES, CONFLICTS AND/OR OWSSIONS ON THE DRAWINGS AND/OR THE SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF MAKES DRAFTING DEPARTS OR PROJECT SUPERVISOR IMMEDIATELY UPON
- THER ENCOUNTER.
 DO NOT SCALE DIMENSIONS OFF OF THE DRAWINGS. UTILIZE THE DIMENSIONS GIVEN. M/ME WILL ASSUME NO RESPONSIBILITY FROM SHOOK HADE FROM ASSIMED DIMENSONS
- THE PLANS MEET OR EXCEED THE CURRENT N YORK STATE EMERGY CODE AND RESIDENTIAL
- DESIGN LOADS:
- ROOF **61.1.** GROUND SNOW LOAD: 50 PSF SECOND LEVEL: LIVE LOAD: 30 PSF DEAD LOAD: 10 PSF 422
- FIRST LEVEL: 43.1. LIVE LOAD: 40 PSF 432 DEAD LOAD: 10 PSF
- CONTRACTOR TO FOLLOW ALL APPLICABLE CODES OF THEIR TRADEFOUND IN THE RESIDENTIAL CODE AND ENERGY CODE OF NEW STATE STORY
- TYPE ICONTER PIPING TO BE USED IN BLAMA
- ALL CONVENTIONAL WARREN HEADERS TO BE PER RESIDENTIAL CODE OF MYS.
- ALL ELECTRICAL WORK TO BE INSPECTED BY SOARD OF FIRE UNDERWRITERS ACCORDING TO NEC IN ELMA ONLY.

FIRE SEPARATION

- I. FOR SEPARATION IN HOMES WITH ATTACHED CODE OF NEW YORK STATE, SECTION 8:309. SPECIFICALLY R309.2.1 & R309.2.2.
- (1) LAYER OF 10 TIPE X GYPSUM BOARD ON GARAGE CEUNG.

TOP OF BASEMENT SLAB IS 1" ABOVE TOP OF FOOTING

NCULATED

- (I) LAYER OF % TYPE X GYPSUM BOARD ON GARAGE SIDE OF GARAGE/HOUSE COMMON WALLS
- (1) LATER OF X" TYPE X GYPSUM SOARD ON HOUSE SIDE OF GARAGEMOUSE COMMON WALLS.
- PROVIDE FIRE BLOCKING ABOVE STEEL BEAM FOR ANY HABITABLE SPACE AT FROM BND OF FLOOR JOSTS
- TO RESIST THE PASSAGE OF FLAME AND OTHER PRODUCTS OF COMBUSTION AND TO FORM AN EFFECTIVE FIRE BARNER BETWEEN STORIES AND BETWEEN THE TOP STORY AND THE ROOF SPACE, FIRE SLOCKING WILL BE PROVIDED AT THE FOLLOWING LOCATIONS:
- CONCEALED SPACES OF STUD WALLS AND RUPTED SPACES AT CELLING AND ROOR
 LEVELS AT INTERVALS NOT TO EXCEED
- CONCEALED HORROWIAL & VERTICAL SPACES SUCH AS SOFFITS AT INTERVALS NOT TO EXCEED 10'-0".
 BELOW STARS BETWEEN STRINGERS AND
- 33 AT TOP AND BOTTOM OF RUN. 34 OPENINGS AROUND VENTS, PIPES AND
- DUCTS.
 A MINIMUM OF 2-0" PAST SUPPORTING OPENING PROTECTION TO CONFORM TO THE RESIDENTIAL CODE OF NEW YORK STATE,
- PROVIDE Y, HOUR FIRE RATED DOOR WITH STEEL FRAME AND SELF CLOSING DEVICE

INSULATION NOTES

- ENTIRE HOME TO BE INSULATED TO A MINIMUM OF THE FOLLOWING GUIDBLINES: 1.1. RATAND SLOPED CELINGS WITH ATTIC SPACES TO BE ROB AS FOLLOWS:
- (I) LAYER OF RIP LAD IN THE CBUNG JOIST CAVITY. (1) LAYER OF RIP LAID 1.1.2 PERPENDICULAR TO PRIST RIP LAYER. 1.1.3 PROVIDE BASELES AT FAVES TO INSURE A MINEMUM OF 1); CLEAR VENTILATION SPACE BETWEEN THE
- SEATHONG AND THE BAFFLE. TYPICAL AT ALL RAFTERS. CATHEDRAL CBUNGS: R26 (R30 IN CLARENCE) 1.2.1.
- EXTERIOR WOOD STUD WALLS: 141. 2x4: 813 WITH 2 MIL POLY VAPOR BARRIER ON WARM SIDE OF WALL 1.32 2x4: R19 WITH 2 MIL POLY VAPOR URMER ON WARM SIDE OF WALL
- FOUNDATION WALLS: RII FIRE RESISTANT INSULATION, 6-0"

- LONG HING ATTOR OF
- FOUNDATION WALL
 FLOORS OVER UNCONDITIONED (LE. 1.5. BEDROOMS OVER GARAGE) OR OUTSIDE (CANTILEVERED) SPACES:

FLOOR NOTES

- RIM BOARD PER FLOOR JOIST SYSTEM USED. START FRST JOIST 16" FROM RIM BOARD ON ALL SIDE OF HOUSE U.N.O.
- MODULUS OF ELASTICITY FOR LAMINATED VENEER LUMBER (LVL) IS 1.9x1,000,000 OR 1.9e IINO
- MODULUS OF ELASTICITY FOR LAMINATED STRAND (UMBER (LSL) IS 1,55x1,000,000 OR 1,55e
- ACTONIQUE & GROOVE OSSIOVER CONVENTIONAL FLOOR JOSTS, PRODUCT TO BE STRUCTURE GOLD FROM BEVEL OR TOPNOTCH HIGH PERFORMANCE FROM LP RATEMENT LANDINGS ONLY TO HAVE \$ PLYWOOD
- PROVIDE SUPPORT BLOCKING BETWEEN JOSTS. C-CT CC. MAY, AND BENEATH BEARING PARTITIONS PARALLEL TO THE SPAN OF THE JOST. EXTEND ALL SPANNING MEMBERS 3" PAST THER CUMPONDE REALICY C'ENTERNINE TO PROMOS A C
- OVERLAY WITH ADJACENT SPANNING MEMBER. 12) PLY LYLLAND LSL MEMBERS ARE TO FASTENED TOGETHER PER THE FOLLOWING
- METHOD: KYBIOS LAG SCREWS STAGGERED TOP AND BOTTOM 16 O.C. AND
- (3) OR MORE LYLASI MEMBERS OR (2) OR MORE LYLASIADIMBNSIONAL LUMBER MEMBERS AND STEEL PLATE(S) FOR THE PURPOSE OF A STRUCTURAL REAM SHALL RE FASTENED
- STRUCTURAL BEAM SHALL BE FOR THE TO THE TO THE TOUR THE FOLLOWING MANNER HUNG SIDE LOADED MEMBERS (MEMBERS HUNG ON SIDE OF BEAMS
- USE /510 BOUS, 12" O.C. STAGGERED TOP AND BOTTOM AND 9.1.1. PLACED A MINEWUM OF 2" FROM
- ANY EDGE.
 TOP LOADED MEMBERS (MEMBERS 9.2. BEARING OVER BEAM! USE JOY BOLTS 24 O.C. STAGGERED 9.2.1.
- TOP AND BOTTOM AND PLACED A MINDAUM OF T FROM ANY EDGE ID. RAISE ALL 2ND FLOOR AND RANCH BLIND BEAMS ABOVE TOP PLATE TO ENSURE A LEVEL CRING
- ALL CONCENTRATED LOADS SHALL BE TRANSFERRED TO THE FOUNDATION WALLS OR PIERS VIA BEAMS, POSTS, AND/OR SOLID

- BLOCKING.
- ALLOWABLE NOTCHING IN FLOOR JOSTS. 12. RAFTERS AND BEAMS ARE PER THE RESIDENT CODE OF NEW YORK STATE, SECTION RS02.8.1 (SAWN LUMBER) AS FOLLOWS: NOTCHES IN SOLID LUMBER JOISTS.
- RAFTERS, AND BEAMS SHALL NOT EXCEED IX OF THE DEPTH OF THE MEMBER. NOTCHES SHALL NOT BE LONGER THAN & THE DEPTH OF THE MEMBER.
- 12.3 NOTCHES SHALL NOT BE LOCATED IN THE MIDDLE'S OF THE SPAIN.
- NOTCHES AT THE BNDS OF THE MEMBER 124 SHALL NOT BE EXCEED IN THE DEPTH OF THE
- THE TENSION SIDE OF MEMBERS 4" OR GREATER IN NOMINAL THICKNESS SHALL NOT BE NOTCHED EXCEPT AT THE ENDS OF

WALL NOTES

- DOUBLE 2x PLATE AT TOP OF WALL
- K" GYPSUM WALL BOARD. INTERIOR WALLS ARE 224 STUDS, 16" O.C. U.N.O.
- EXTERIOR WALLS ARE 2x4 STUDS, 16" O.C. U.N.O.
 # EXPOSURE VINYL SIDING OVER A LAYER OF AR INFILTRATION BARRER OVER 1/4" OSB
- ALL HEADERS NOT MARKED SHALL BE (2) 2x6 ALL INTERIOR OPENINGS ARE 6-10,5" HIGH UNLO. ANGLED WALLS ARE 49" U.N.O.
- DIMENSIONS FOR INTERIOR WALLS ARE TO FACE OF STUD U.N.O.
- DIMENSIONS FOR EXTERIOR WALLS ARE TO FACE OF EXTERIOR SHEATHING (OR BRICK WHERE
- APPLICABLE! U.N.O.
- WALLS FACING UNCONDIDIONED SPACES. 12 INSTALL BRICK FRIEZE WHERE APPLICABLE

ROOF NOTES

- SHEATHING AT ROOF TO BE 1/4" OSB
- ROOF UNDERLAYMENT TO BE 150 FELT PAPER SINGLE LAYER OF ICE AND WATER SHELD INSTALLED AT EDGE OF EAVE TO A POINT AT LEASE 24" INSIDE THE EXTERIOR WALL LINE OF THE BUILDING (1905.2.7.11 DOUBLE LAYER OF UNDERLAYMENT REQUIRED ON ROOF SLOPES OF 4:12 & UNDERL
- ASPHALT SHONGLES AS SELECTED
- VENTILATED VINIT, SOFFIT AT ALL HORSEONTAL
- ALL ROOF OVERHANGS ARE 1'-0", MEASURED FROM FACE OF PUTEROR SHEATHING RIPCY
- 2x4 COLLAR TES 48" O.C.

- USE 2x10 AT ALL HIPS U.N.Q.
- PURLOS ARE LOCATED DIRECTLY BELOW THE RAFTERS AND ARE TYPICALLY BRACED TO BEARING WALLS OR BEAMS WITH 2x45 48" O.C.
- FOR ALL BRACING IS 49

LUMBER SPECIES

- UP TO 20-0" LONG TO BE SPRUCE OF
- 3.1. UP TO 20-0" LONG TO BE SPRUCE OR
- 2x10 NOAGNAL LUARES
- OVER 20-0" LONG TO SE DOUGLAS FIR. 2x12 NOMENAL WARER
- DOUGLAS FIR

- SQUARE EDGE AT FRONT EDGE OF DECK U.N.O. TOP OF DECK TO BE 22" OFF OF SUBPLOOR
- 2x4 CLEAT AT PERMETER TO SUPPORT DECK
- DECK ILNO. THE UP WALL TO VANITY BACKSPLASH HOGH

- MANUM ANGLE FROM HOREONTAL PLANE
- DIMENSIONS FOR RAFTER SPANS ARE SHOWN AS
- THE UNSUPPORTED HORIZONTAL RUN, U.N.O.

- ALL LUMBER TO BE A MINIMUM OF #2 GRADE. 266 NOMINAL LUMBER:
- OVER 20-0" LONG TO BE DOUGLAS FIR. 2.2
- OVER 20'-0" LONG TO BE DOUGLAS FR.
- UP TO 20'-0" LONG TO BE HEW-FIR.
- 5.1. UP TO 20-0" LONG TO SE HEMFR OR
- OVER 201-0" LONG TO BE DOUGLAS FIR.

TUB DECK NOTES (IF PURCHASED)

- (2) LAYERS OF 32" TAG PLYWOOD, STAGGER
- CERANIC TILE AT PLATFORM FACE AND TOP OF

SMOKE DETECTOR

SMOKE/CARBON

MONOXIDE DETECTOR

SUBLOT # CENTRAL SQUARE VILLAS **LANCASTER**

THE CAMBRIDGE

POFESSIONAL

MODE: ELEVATION: HAND OF HOUSE CONTRACT DATE: JOB CODE: SALES: DRAFTING: ESTIMATING: COORDINATION:

PRODUCTION:

SPEC REVISION:

1ST FLOOR GROSS: 4341 S.F. 2ND FLOOR GROSS: 3864 S.F. CLERESTORY SPACE: 0 S.F. GARAGE: 1534 S.F. PORCH(ES): 31B S.F. BASEMENT SLAB: 3987 S.F. GARAGE SLAB: 1392 S.F.

TYPICAL RISER COUNT AND HEIGHT						
FLOOD SYSTEM	TYPICAL CEILING HEIGHTS					
FLOOR SYSTEM	7-0" BASSMENT ^{12 6}	E-O" BASEMENT ³	9"-0" BASEMENT ³	6-1" 157/2ND FLOORS .	F-1" 151/2ND FLOORS	10'-1" 151/2ND FLOORS
1/2 TAG OSS DECKING OVER 2x10	13 ● 7.50 EACH (97)(7)	13 6 8.00 EACH (1047)	15 @ 7.73" EACH (116")	14 @ 7.64" EACH (107")	15 @ 7.93"EACH [1197]	17 @ 7.71" EACH (131")
1/2 TEG OSS DECKING OVER 2x12	13 @ 7.45" EACH (99)[7]	14 @ 7.57" EACH (106")	15 @ 7.87 EACH (1187)	14 @ 7.39" EACH (109")	15 0 8.07 EACH (1217)	17 @ 7.82" EACH (133")
X° TEC OTS DECKING OVER 11 1/2 IN	13 @ 7.70° EACH (100)(7)	14 @ 7.62" EACH (106%)	15 @ 7.91"EACH(118%)	14 @ 7.53" BACH (109%)	14 @ 7.60" EACH [121%]	17 @ 7.86" EACH (133%)
%" TAG OSS DECKING OVER 14" IA	13 @ 7.85" EACH (102)(7)	14 @ 7.77" EACH (108%)	15 @ 8.05" EACH (120%)	14 @ 7.98" EACH (111%)	16 @ 7.73" EACH (123%")	17 @ 7.99" EACH (135%7)
NOTES:						
1/3) SUL PLATES REQUIRED AT TOP OF CONCRETE WALL						

CT ۴L 1&G ιvι LSL BASEMENT SLABS ARE SIGNIFICE, RISERS WILL NEED TO BE RECALCUATED FOR DIFFERENT FLOOR SLAB THICKNESSES MME MERS IN PARENTHESES ABOVE REPRESENT THE OVERALL HEIGHT (CONCRETE TO OSSATOSS TO OSSI, NOTE THAT I HARDWOOD FLOOR OF CERAMIC IS PURCHASED, APPROPRIATE ADDITIONS MUST BE

SYMBOLS AND ABBREVIATIONS

UND UNLESS NOTED OTHERWISE o.c. ON CENTER TOP OF

īΩ T.O.W. TOP OF WALL TOC TOP OF CONCRETE CENTER LINE

PLATE TONGUE AND GROOVE LAMINATED VENEER LUMBER

LAMINATED STRAND LUMBER ORIENTED STRAND BOARD

MARRANO/MARC EQUITY CORPORATION

INDEX

SHEET DESCRIPTION SPEC PAGE FRONT ELEVATION FIRST FLOOR PLAN ROOF PLAN SIDE REVATIONS

FOUNDATION PLAN SECOND FLOOR PLAN SECTION A SECTION 8 FOUNDATION WALL DETAIL

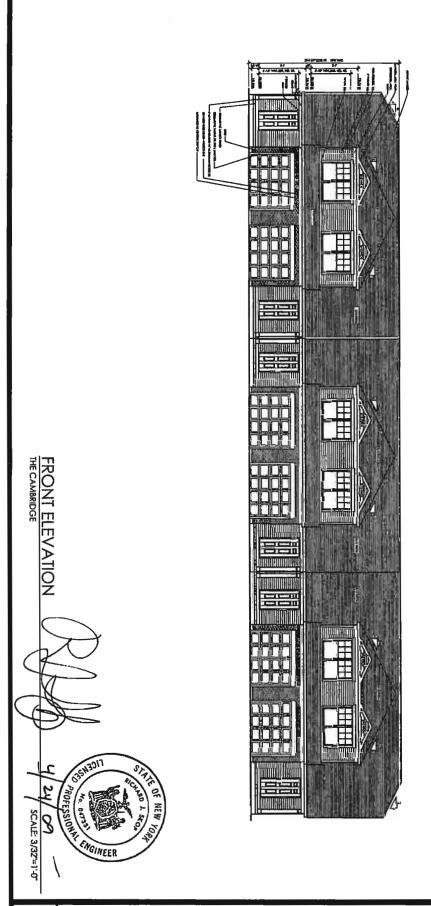
DRAWING

MEADOWS TOWNHOMES\THE CAMBRIDGE (D6)\B

P:\HOUSE PLANS\PLEASANT

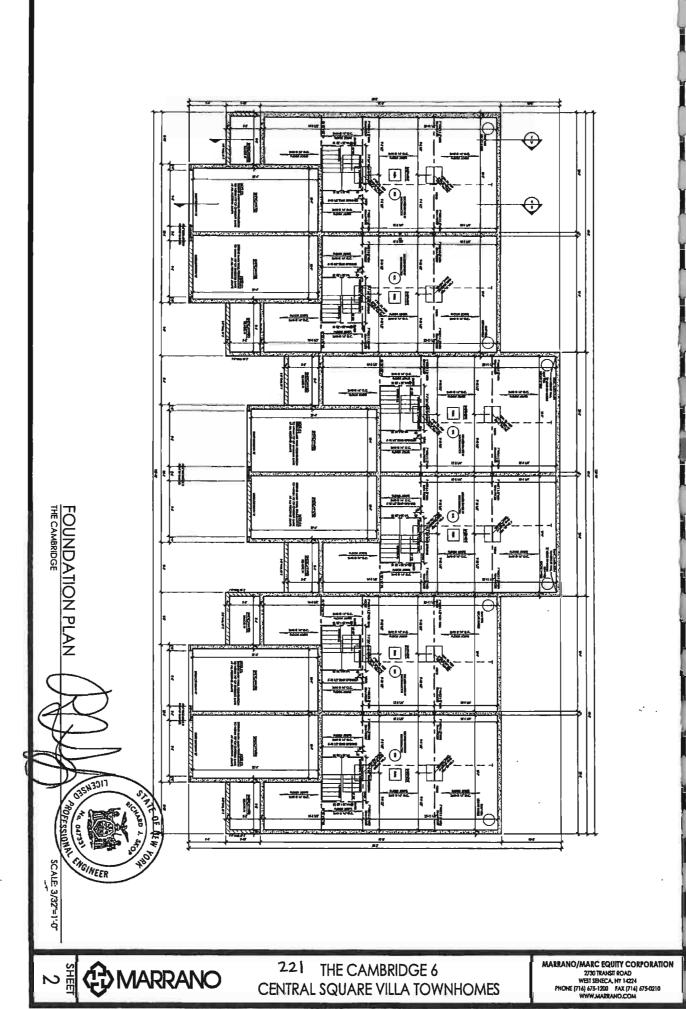
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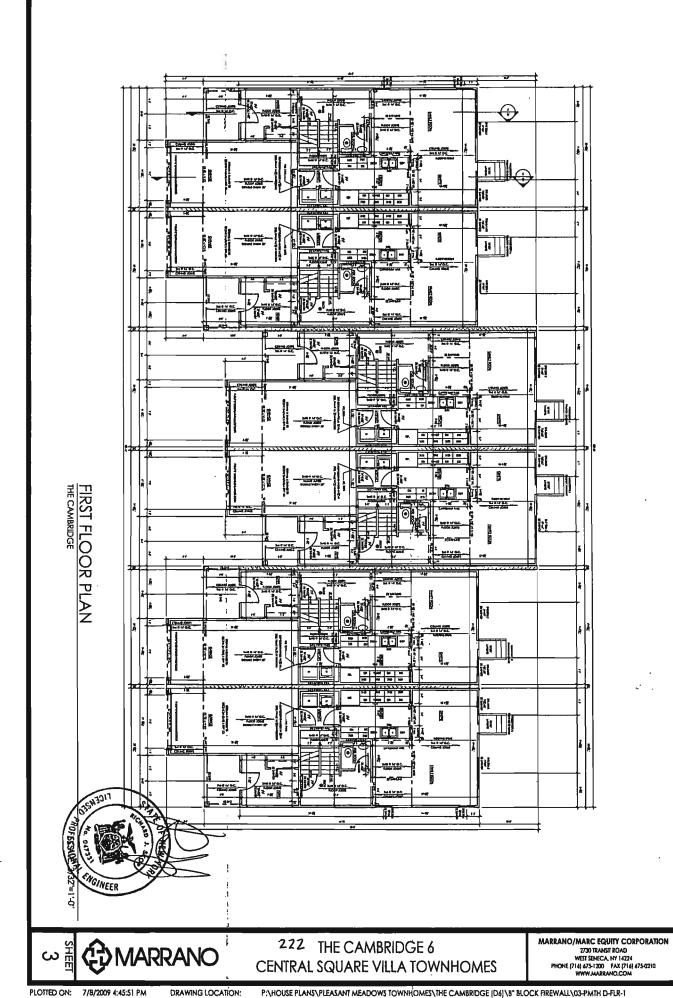
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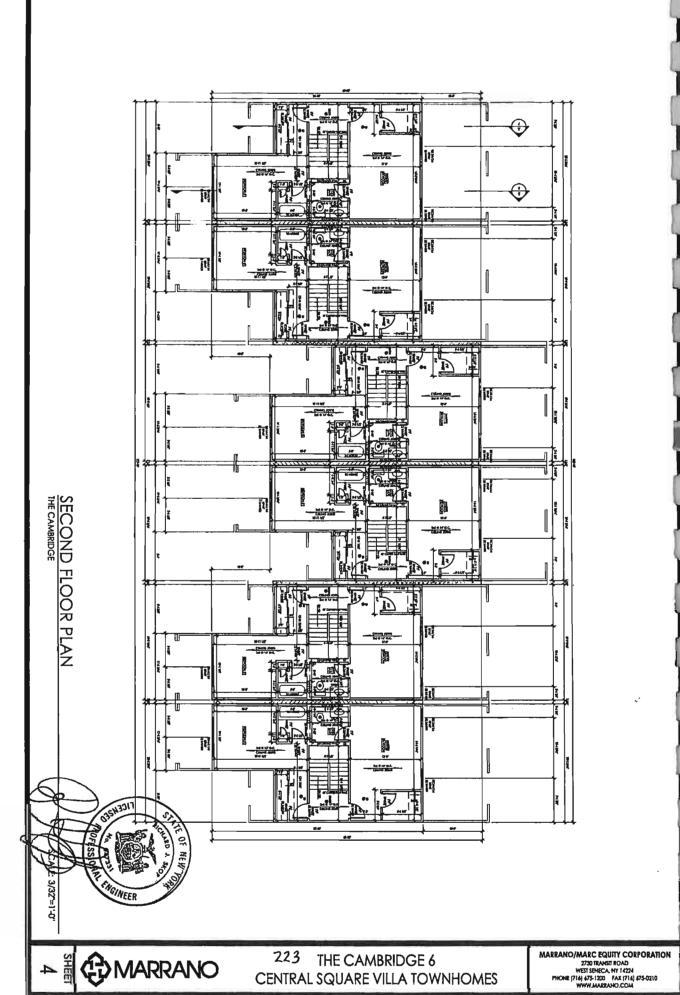


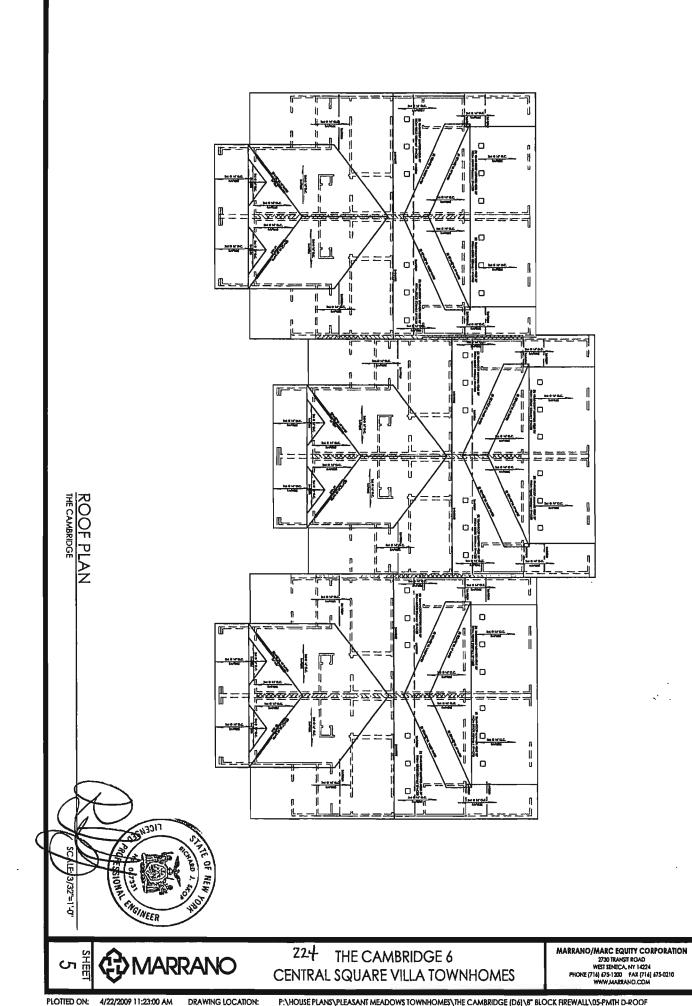
€MARRANO

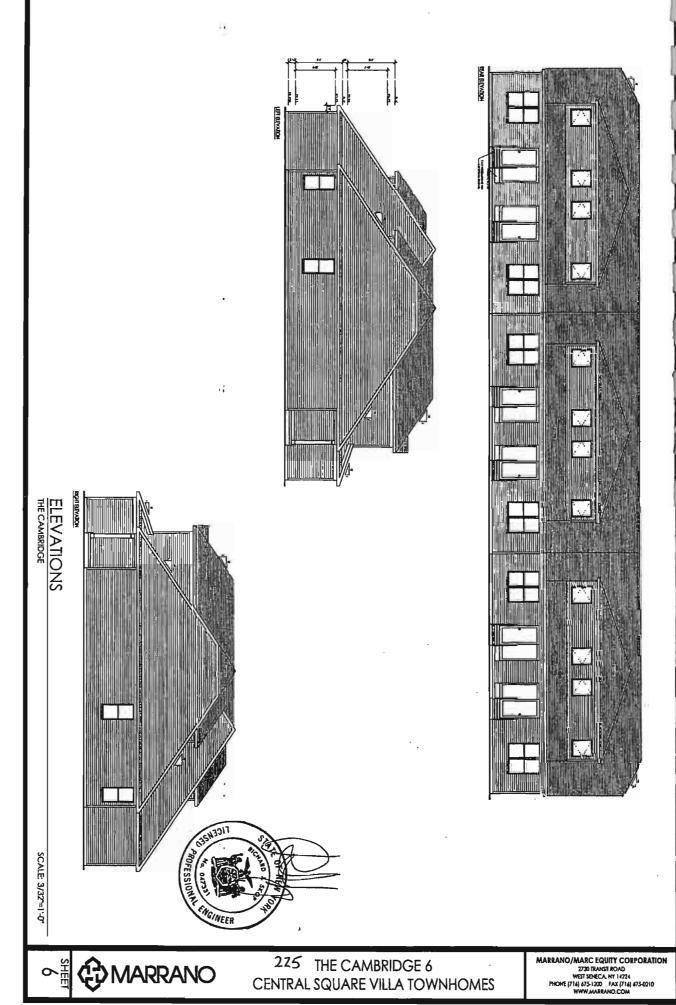
220 THE CAMBRIDGE 6 CENTRAL SQUARE VILLA TOWNHOMES MARRANO/MARC EQUITY CORPORATION 2730 IRANSI ROAD WEST SEMECA. NY 1 0224 PHONE (716) 373-1200 FAX (716) 475-0210 WWW.JAARRANO.COM

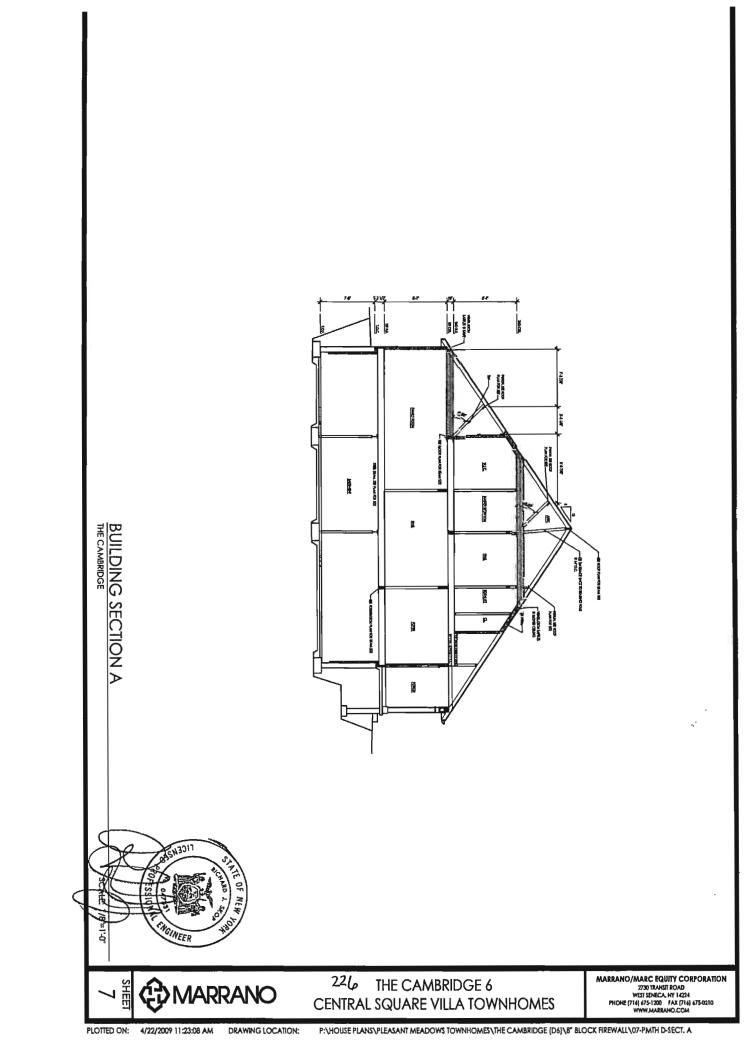


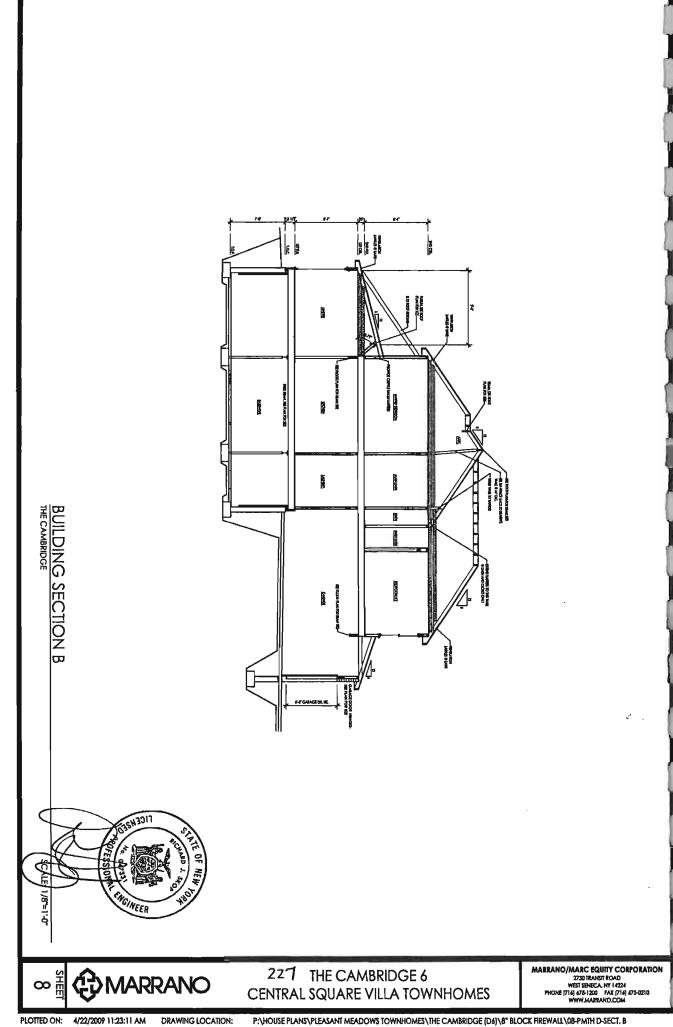










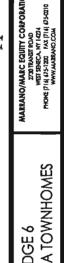




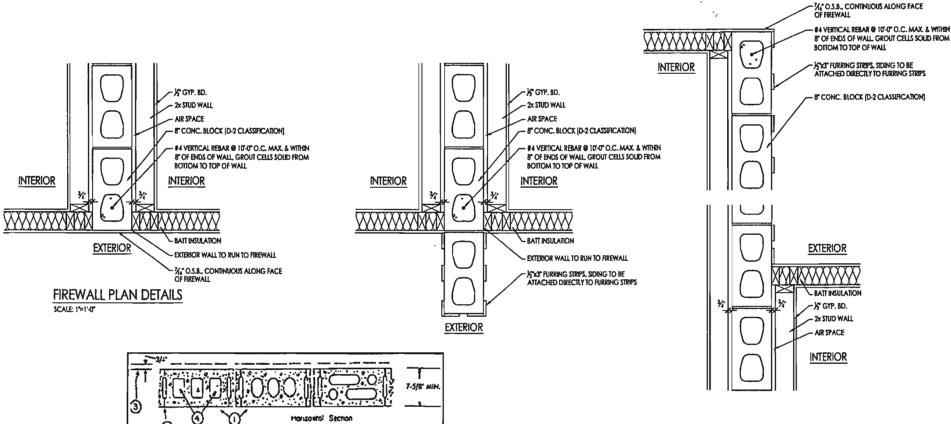


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SHEET

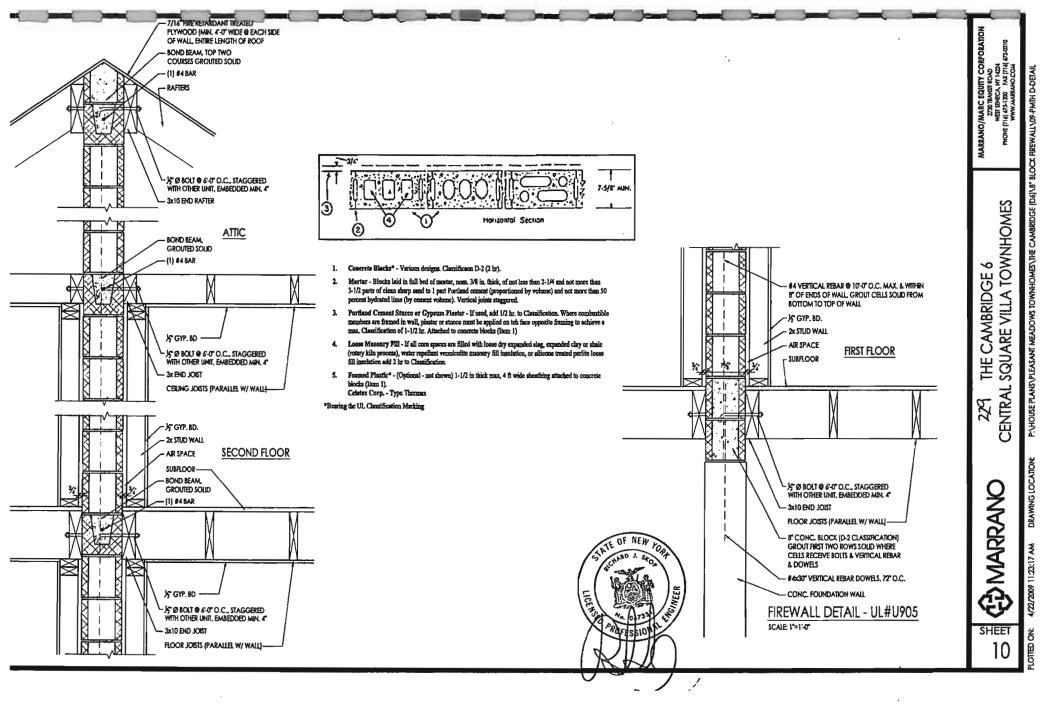


TATE OF NEW



- 1. Concrete Blocks* Various designs. Classificaon D-2 (2 hr).
- Martar Blocks haid in full bed of mortar, nom. 3/8 in. thick, of not less than 2-1/4 and not more than 3-1/2 parts of clean sharp sand to 1 part Portland cement (proportioned by volume) and not more than 50 percent hydrated lime (by cement volume). Vertical joints staggered.
- 3. Portland Cement States or Gyprum Plaster If used, add 1/2 hr. to Classification. Where combustible members are framed in wall, plaster or stucco must be applied on teh face opposite framing to achieve a max. Classification of 1-1/2 hr. Anached to concrete blocks (Rem 1)
- Loose Museoury Fill If all core spaces are filled with loose dry expanded slag, expanded slay or shale (rotary kiln process), water repellant vermiculite mesonary fill insulation, or silicone treated pertits loose fill insulation add 2 hr to Classification.
- 5. Foamed Plastie* (Optional not shown) 1-1/2 in thick max, 4 ft wide sheathing attached to concrete blocks (Lean 1). Celotex Corp. - Type Thermax

*Bearing the UL Classification Marking



PHONE (716) 675-1200 FAX (716) 675-0210

WWW.MARRANO.COM

LICENSED ENGINEER: RICHARD J. SKOP 3160 RT. 394 P.O. BOX 151

BUFFALO, NY 14785 PHONE (716) 725-5990 FAX (716) 763-6854

GENERAL NOTES

- PLANS AND SPECIFICATIONS ARE THE SOLE POPERTY OF MARRAND MARC POUT CORPORATION IM/ME, UNAUTHORIZED USE OR REPRODUCTION OF PLANS AND SPECIFICATIONS
- M/ME RESERVES THE RIGHT TO MODIFY PLANS S FOUND NECESSARY TO CONFORM TO STATE AND/OR LOCAL CODES.
- DRAWINGS AND SPECIFICATIONS MUST BE READ AND UNDERSTOON BY ALL CONTRACTORS PRIOR TO CONSTRUCTION, INCORRECT GUESSWORK BY ANY CONTRACTOR WILL RESILT IN SAID CONTRACTOR BEING BACK CHARGED FOR THAT AND MATERIALS DISCREPANCIES, CONFLICTS AND/OR **CAUSSIONS ON THE DRAWINGS AND/OR THE** SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF M/MES DRAFTING DEPARTMENT OR PROJECT SUPERVISOR IMMEDIATELY UPON THER ENCOUNTER.
- DO NOT SCALE DIMENSIONS OFF OF THE DRAWINGS. UTILIZE THE DIMENSIONS GIVEN. M/ME WILL ASSUME NO RESPONSIBILITY FROM RORS MADE FROM ASSUMED DIMENSION
- THE PLANS MEET OR EXCEED THE CURRENT NEW YORK STATE ENERGY CODE AND RESIDENTIAL BUILDING CODE
- DESIGN LOADS:
- ROOF 6.1.1. GROUND SNOW LOAD: 50 PSF SECOND LEVEL: LIVE LOAD: 30 PSF 622 DEAD LOAD: 10 PSF
- FIRST LEVEL: 631 INFLOAD: 40 PSE
- CONTRACTOR TO FOLLOW ALL APPLICABLE CODES OF THEIR TRADE FOUND IN THE RESIDENTIAL CODE AND ENERGY CODE OF NEW YORK STATE
- TYPE K COPPER PIPING TO BE USED IN ELMA
- ALL CONVENTIONAL LUMBER HEADERS TO BE PER RESIDENTIAL CODE OF NYS.
- ALL ELECTRICAL WORK TO BE INSPECTED BY BOARD OF FIRE UNDERWRITERS ACCORDING TO NEC IN ELMA ONLY.

FIRE SEPARATION

- FIRE SEPARATION IN HOMES WITH ATTACHED GARAGES TO CONFORM TO THE RESIDE CODE OF NEW YORK STATE, SECTION R309. SPECIFICALLY R309.2.1 & R309.2.2.
- (I) LAYER OF 16" TYPE X GYPSUM BOARD ON GARAGE CEUNG.

ADE AND THE RISER HEIGHTS RECALCULATED

BASEMENT SLABS ARE SIGNIFICK, RISERS WILL NEED TO BE RECALCULATED FOR DEFERENT FLOOR SLAB THICKNESSES

- 1.2. (II) LAYER OF \$6" TYPE X GYPSUM BOARD ON GARAGE SIDE OF GARAGE/HOUSE COMMON WALLS.
- (1) LAYER OF X"TYPE X GYPSUM BOARD ON HOUSE SIDE OF GARAGE/HOUSE COMMON WALLS.
- PROVIDE FIRE BLOCKING ABOVE STEEL BEAM FOR ANY HABITABLE SPACE AT FRONT END OF FLOOR JOISTS.
- TO RESIST THE PASSAGE OF FLAME AND OTHER PRODUCTS OF COMBUSTION AND TO FORM AN FFECTIVE FIRE BARRIER BETWEEN STORIES AND BETWEEN THE TOP STORY AND THE ROOF SPACE. THE BLOCKING WILL BE PROVIDED AT THE FOLLOWING LOCATIONS:
- CONCEALED SPACES OF STUD WALLS AND FURRED SPACES AT CELLING AND FLOOR LEVELS AT INTERVALS NOT TO EXCEED
- CONCEALED HORRONTAL & VERTICAL 3.2 SPACES SUCH AS SOFFITS AT INTERVALS NOT TO EXCEED HO-O". BELOW STAIRS BETWEEN STRINGERS AND
- OPENINGS AROUND VENTS, PIPES AND 3.4
- A MINIMUM OF 2-IT PAST SUPPORTING 3.5 MEMBERS.

 OPENING PROTECTION TO CONFORM TO THE
- RESIDENTIAL CODE OF NEW YORK STATE.
- PROVIDE % HOUR FIRE RATED DOOR WITH STEEL FRAME AND SELF CLOSING DEVICE.

INSULATION NOTES

- ENTIRE HOME TO BE INSULATED TO A MINERALIM
- OF THE FOLLOWING GUIDELINES: FLAT AND SLOPED CELINGS WITH ATTIC SPACES TO BE 838 AS FOLLOWS:
- CBUNG JOIST CAVITY. I LAYER OF RIPLAID PERPENDICULAR TO FIRST RIP LAYER.
- 1.1.3. PROVIDE BAFFLES AT EAVES TO INSURE A MINEMUM OF 135" CLEAR VENTE ATION SPACE RETWEEN THE UNDERSIDE OF THE ROOF SHEATHING AND THE BAFFLE YPICAL AT ALL RAFTERS.
- 1.2 CATHEDRAL CRUNGS: 1.2.1. R2A IR2O IN CLARENCE ECTERIOR WOOD STUD WALLS: 1.3.1. 244: P13 WITH 2 ME POLY VAPOR
- BARRIER ON WARM SIDE OF WALL 132 2x4: R19 WITH 2 MIL POLY VAPOR FOUNDATION WALLS: 141. R11 FIRE RESISTANT INSULATION, 6'-0"

- LONG, HUNG AT TOP OF FOUNDATION WALL
- FLOORS OVER UNCONDITIONED (I.E. BEDROOMS OVER GARAGEJ OR OUTSIDE 1.5.1. R26 (R30 IN CLARENCE)

FLOOR NOTES

- RIM BOARD PER FLOOR JOIST SYSTEM USED START FIRST JOIST 16" FROM RIM BOARD ON ALL SIDE OF HOUSE LINEO.
- MODULUS OF ELASTICITY FOR LAMINATED VENEER LUMBER (LVL) IS 1.9x1,000,000 OR 1.9e
- MODULUS OF BLASTICITY FOR LAMINATED STRAND LUMBER (LSU) IS 1_55x1,000,000 OR 1_55e
- ACTIONICHE & GROOVE OUR OVER CONVENTIONAL ROOR JOISTS, PRODUCT TO BE STRUCTURE GOLD FROM ILEVEL OR TOPNOTCH HIGH PERFORMANCE FROM L.P. BASEMENT LANDINGS ONLY TO HAVE \$6" PLYWOOD
- PROVIDE SUPPORT BLOCKING BETWEEN JOISTS. 4'-0" O.C. MAX. AND BENEATH BEARING PARTITIONS PARALLEL TO THE SPAN OF THE JOIST.
- EXTEND ALL SPANNING MEMBERS 3" PAST THEIR SUPPORT BEAMS' CENTERLINE TO PROVIDE A & OVERLAY WITH ADJACENT SPANNING MEMBER. OT BLAIN THE STREET AND IN THE ICH
- ASTENED TOGETHER PER THE FOLLOWING METHOD:
- ** POX STAGGERED TOP (3) OR MORE LYLASI, MEMBERS OR (2) OR MORE
- LVL/LSI/DIMENSIONAL LUMBER MEMBERS AND STEEL PLATE(S) FOR THE PURPOSE OF A STRUCTURAL BEAM SHALL BE FASTENED TOGETHER IN THE FOLLOWING MANNER:
- SIDE LOADED MEMBERS (MEMBERS HUNG
- USE); TO BOLTS, 12" O.C. STAGGERED TOP AND BOTTOM AND PLACED A MINMUM OF 2" FROM ANY EDGE. TOP LOADED MEMBERS (MEMBERS
- 9.2. BEARING OVER BEAMI USE KTØ BOLTS 24" O.C. STAGGERED 9.2.1.
- TOP AND SOUTON AND PLACED A IQ. EASE ALL 2ND FLOOR AND RANCH BLIND BEAMS IT ABOVE FOR PLATE TO ENSURE A LEVEL
- CEUNG ALL CONCENTRATED LOADS SHALL BE TRANSFERRED TO THE FOUNDATION WALLS OR PIERS VIA BEAMS, POSTS, AND/OR SOLID

- BLOCKING
- 12. ALLOWABLE NOTCHING IN FLOOR JOISTS. RAFTERS AND BEAMS ARE PER THE RESIDENTIAL CODE OF NEW YORK STATE, SECTION RSD2.6.1 YN LUMBERT AS FOLLOWS: NOTCHES IN SOLID LUMBER JOISTS.
- RAFTERS, AND BEAMS SHALL NOT EXCEED X OF THE DEPTH OF THE MEMBER. NOTCHES SHALL NOT BE LONGER THAN & THE DEPTH OF THE MEMBER.
- 123 NOTCHES SHALL NOT BE LOCATED IN THE MIDDLE & OF THE SPAN. NOTCHES AT THE ENDS OF THE MEMBER
- SHALL NOT BE EXCEED IS THE DEPTH OF THE THE TEMPON SIDE OF MEMBERS & OR 12.5 GREATER IN NOMINAL THICKNESS SHALL NOT BE NOTCHED EXCEPT AT THE ENDS OF

WALL NOTES

- DOUBLE 2x PLATE AT TOP OF WALL.
- K"GYPSUM WALL BOARD. ENTERIOR WALLS ARE 2x4 STUDS, 16"O.C. U.N.O.
- EXTERIOR WALLS ARE 2:45THDS, 16" O.C. ILNO.
- 4" EXPOSURE VINYL SIDING OVER A LAYER OF AR INFILIRATION BARRIER OVER %" OSB SHEATHING U.N.O.
- ALL HEADERS NOT MARKED SHALL BE (2) 266 ALL INTERIOR OPENINGS ARE 6-10% HIGH U.N.O. ANGLED WALLS ARE 45° U.N.O.
- DIMENSIONS FOR INTERIOR WALLS ARE TO FACE OF STUD U.N.O.
- DIMENSIONS FOR EXTERIOR WALLS ARE TO FACE OF EXTERIOR SHEATHING (OR BRICK WHERE APPLICABLES ILNO.
- APPLY EXTERIOR SHEATHING ON ALL INSULATED WALLS FACING UNCONDITIONED SPACES.
- INSTALL BRICK FRIEZE WHERE APPLICABLE

ROOF NOTES

- SHEATHING AT ROOF TO BE 1/4" OSB POOF INDER AYMENT TO BE I SE ENT PAPER SINGLE LAYER OF ICE AND WATER SHELD INSTALLED AT EDGE OF EAVE TO A POINT AT LEASE 24" INSIDE THE EXTERIOR WALL LINE OF THE
- BUILDING (R905.2.7.1) DOUBLE LAYER OF UNDERLAYMENT REQUIRED ON ROOF SLOPES OF 4:12 & UNDER.
- ASPHALT SHINGLES AS SELECTED. VENTRATED VINYL SOFFIT AT ALL HORIZONTAL

UNO.

o.c.

T.O.

10 W

M/ME

- EAVES. ALL ROOF OVERHANGS ARE 1'-0", MEASURED FROM FACE OF EXTERIOR SHEATHING, BRICK.
- FIC. UNO 8. 2x4 COLLAR TIES 48" O.C.

- USE 2x10 AT ALL HPS ILINO.
- PURLINS ARE LOCATED DIRECTLY BELOW THE RAFTERS AND ARE TYPICALLY BRACED TO BEARING WALLS OR BEAMS WITH 2243 48" O.C.
- MINIMUM ANGLE FROM HORZONTAL PLANE FOR ALL BRACING IS 45°. DIMENSIONS FOR RAFTER SPANS ARE SHOWN AS
- THE UNSUPPORTED HORIZONTAL RUN, U.N.O.

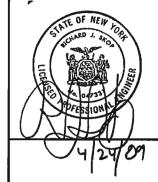
LUMBER SPECIES

- ALL LUMBER TO BE A MENDAUM OF #2 GRADE. 216 NOMINAL LUMBER:
- UP TO 20-0" LONG TO BE SPRUCE OF 21. OVER 20'-0" LONG TO BE DOUGLAS FIR.
- 248 NOMINAL LUMBE UP TO 20'-0" LONG TO BE SPRUCE OR 3.1.
- HEM.FR. OVER 20-0" LONG TO BE DOUGLAS FIR.
- 2x10 NOMINAL LUMBER: UP TO 20"-0" LONG TO BE HEM-FIR. OVER 20"-0" LONG TO BE DOUGLAS FIR. 2x12 NOMBHAL LUMBER
- UP TO 20'-0" LONG TO BE HEM-FIR OR 5.1. DOUGLAS PR. OVER 201-IT LONG TO BE DOUGLAS FIR.

TUB DECK NOTES (IF PURCHASED)

- (2) LAYERS OF 32 TAG PLYWOOD, STAGGER
- SEAMS.
 SQUARE EDGE AT FRONT EDGE OF DECK LLN.O. TOP OF DECK TO BE 22" OFF OF SUBPLOOR
- 2sA CLEAT AT PERMETER TO SUPPORT DECK CERAMIC TILE AT PLATFORM FACE AND TOP OF
- DECK U.N.O. TILE UP WALL TO VANITY BACKSPLASH HEIGHT

PROFESSIONAL SEAL



SUBLOT # CENTRAL SQUARE VILLAS **LANCASTER**

MODEL: THE CAMBRIDGE ELEVATION: HAND OF HOUSE CONTRACT DATE: JOB CODE: SALES: DRAFTING: ESTIMATING: COORDINATION: PRODUCTION:

1ST FLOOR GROSS: 5785 S.F. 2ND FLOOR GROSS: 5152 S.F. CLERESTORY SPACE: 0 S.F. GARAGE: 2045 S.F. PORCHIEST: 417 S.F. BASEMENT SLAB: 5343 S.F.

SPEC REVISION:

GARAGE SLAB:

TYPICAL RISER COUNT AND HEIGHT						-	
21 0 0 1 20 20 20 20 20 20 20 20 20 20 20 20 20	TYPICAL CEIUNG HEIGHTS						
FLOOR SYSTEM	7'-0" BASEMENT ¹²³	8-0. BYZEWENL ₃	F-O' BASEMENT ³	6'-1" IST/2ND FLOORS .	F-1° 157/2ND FLOORS	10°-1" 1ST/2ND FLOORS	
%*146 038 DECIGNG OVER 2:10 13 0 7.57 EACH [1797] 13 0 8.007 EACH [1007] 15 0 7.77 EACH [1107] 14 0 7.47 EACH [1007] 15 0 7.97 EACH [1107] 17 0 7.97 EACH [1107]						17 @ 7.71" EACH (131")	
TILG OSS DECKING OVER 2x12	13 @ 7.65" EACH (99)[5]	13 @ 7.65" EACH (PP)(5] 14 @ 7.57" EACH (106") 15 @ 7.87" EACH (1187) 14 @ 7.37" EACH (109") 15 @ 8.07" EACH (121") 17 @ 7.57" EACH (123")					
% I'm oss decking over 11% th	% TIGG OSS DECKING OVER 11% TIA 13 @ 7.70" EACH (100%) 14 @ 7.42" EACH (106%) 15 @ 7.91" EACH (118%) 14 @ 7.83" EACH (109%) 16 @ 7.60" EACH (121%) 17 @ 7.65" EACH (133%)						
% TAG OSS DECKING OVER 14" I.H	13 @ 7.88" EACH (1025/27)	14 @ 7.77" EACH (108%")	15 @ 8.05" EACH (120%)	14 @ 7.98" EACH (111 ½)	16 @ 7.73 EACH (123%7)	17 @ 7.99" EACH (135%)	
NOTES:							
1 (3) SIL PLATES REQUIRED AT TOP OF CONCRETE WALL							
* TOP OF BASEMENT SLAB IS 1" ABOVE TOP OF FOOTING							

MARIES IN PARENTHESES ABOVE REPRESENT THE CYPERALL HEIGHT (CONCRETE TO OSR/OSR TO OSR), NOTE THAT IF HARDWOOD FLOOR OR CERANIC IS PURCHASED, APPROPRIATE ADDITIONS MUST BE

SYMBOLS AND ABBREVIATIONS UNLESS NOTED OTHERWISE

℗

ON CENTER TOP OF TOP OF WALL

1.O.C. TOP OF CONCRETE CL. CENTER UNE PL PLATE

TAG TONGUE AND GROOVE LVL LAMINATED VENEER LUMBER 15 LAMPIATED STRAND LUMBER OB ORIENTED STRAND BOARD

SMOKE/CARBON MONOXIDE DETECTOR MARRANO/MARC EQUITY CORPORATION

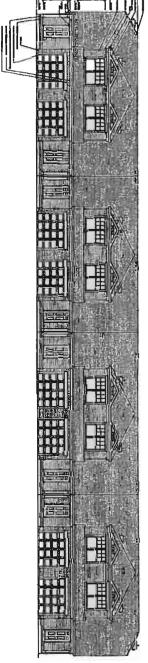
SMOKE DETECTOR

INDEX

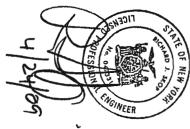
SHEET DESCRIPTION SPEC PAGE FRONT ELEVATION FOUNDATION PLAN FIRST FLOOR PLAN SECOND FLOOR PLAN **ROOF PLAN** SIDE BLEVATIONS SECTION A FOUNDATION WALL DETAIL

1885 S.F.

DRAWING

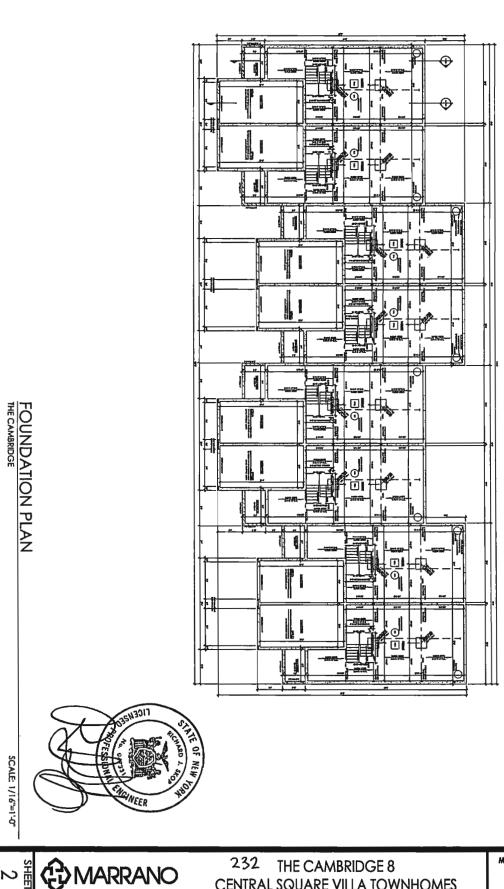


SCALE: 1/16"=1"-0"



♦ MARRANO

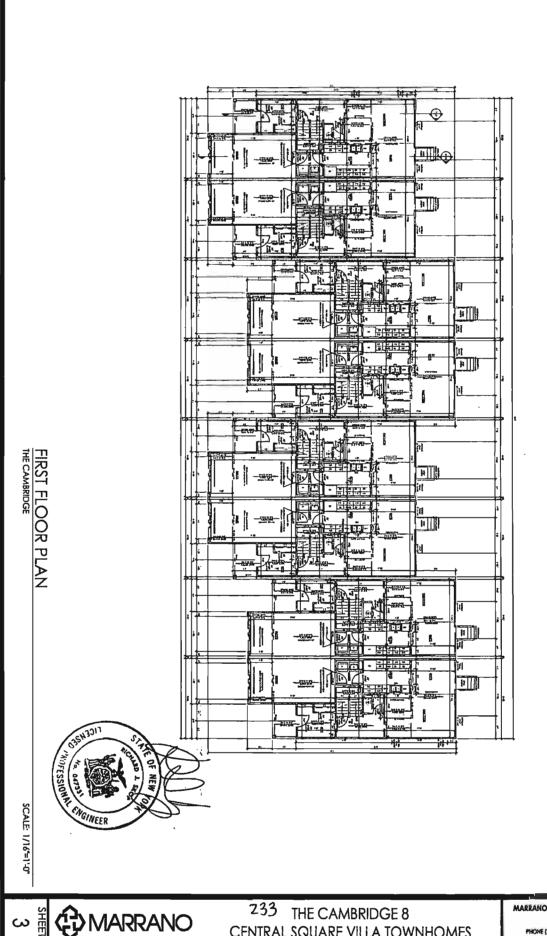
THE CAMBRIDGE 8 CENTRAL SQUARE VILLA TOWNHOMES MARRANO/MARC EQUITY CORPORATION 2730 TRANST ROAD WEST SENECA, NY 1,4224 PHONE (714) 475-120 FAX (714) 475-4210 WWW.MARRANO.COM



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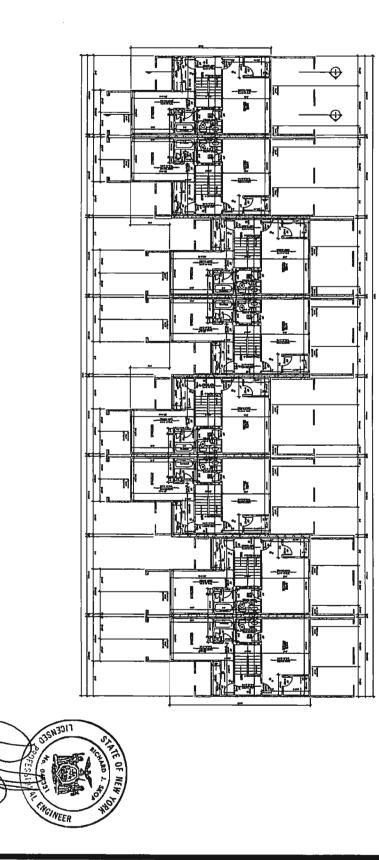
MARRANO/MARC EQUITY CORPORATION
2730 TRANSIT ROAD
WEST SDUTCA, NY 14224
PHONE [716] 475-1201 FAX [716] 475-0210
WWW.MAARRANO.COM **CENTRAL SQUARE VILLA TOWNHOMES**



PLOTTED ON: 7/8/2009 4:45:15 PM

DRAWING LOCATION:

233 THE CAMBRIDGE 8 CENTRAL SQUARE VILLA TOWNHOMES MARRANO/MARC EQUITY CORPORATION
2730 TRANSIT ROAD
WEST SEMECA, NT 1/424
PHONE (714) 425-1200 FAX (714) 475-4210
WWW.MARRANO.COM

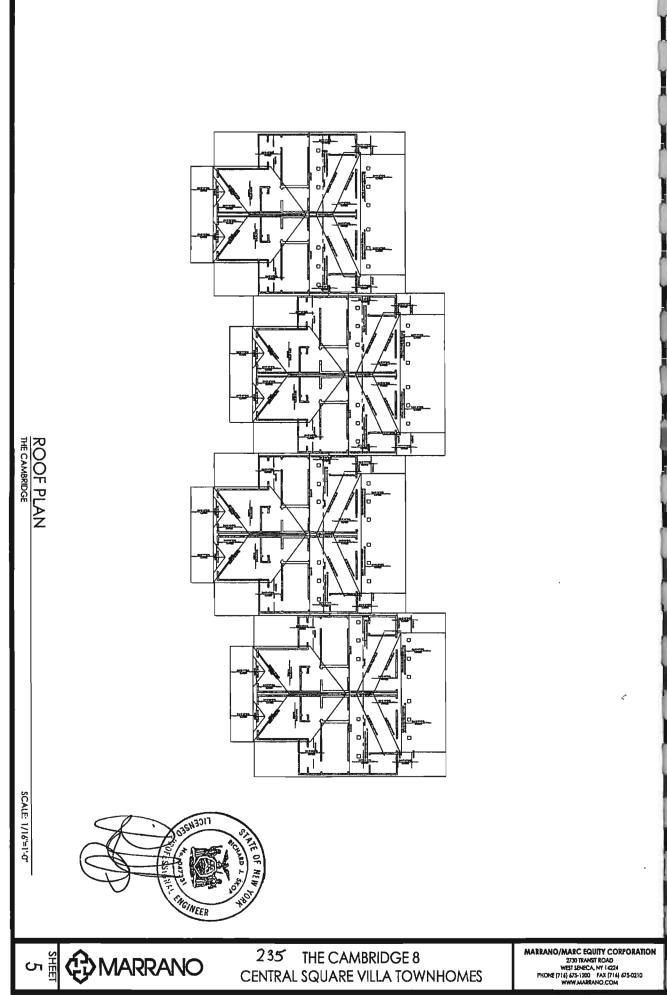


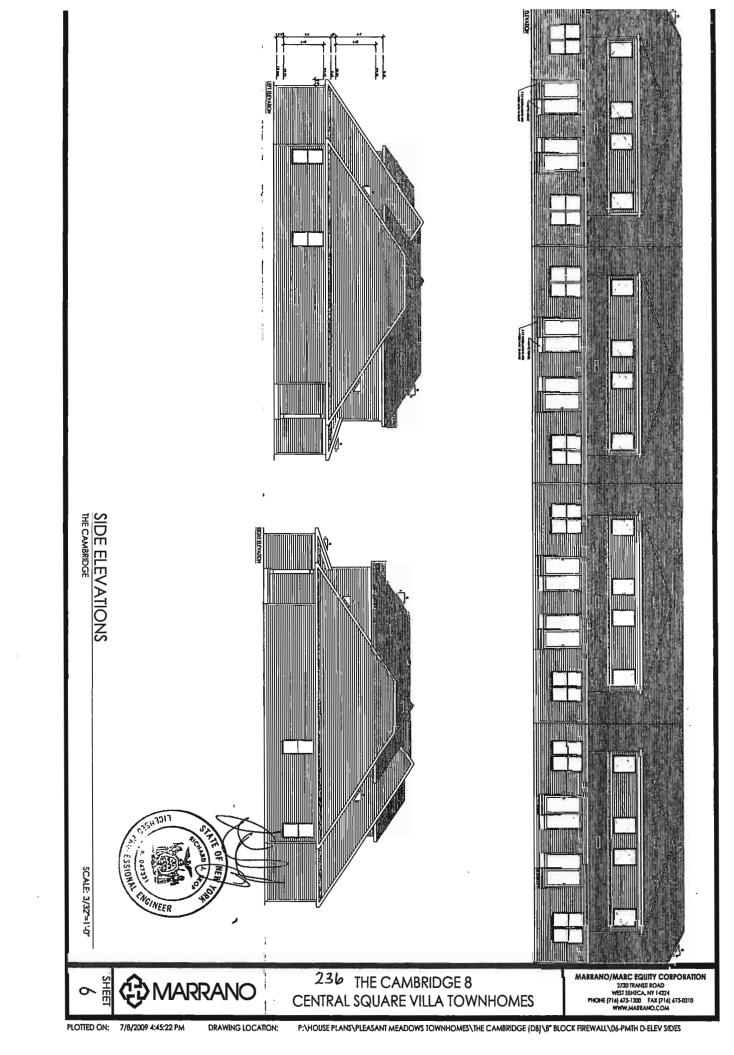
SECOND FLOOR PLAN THE CAMBRIDGE

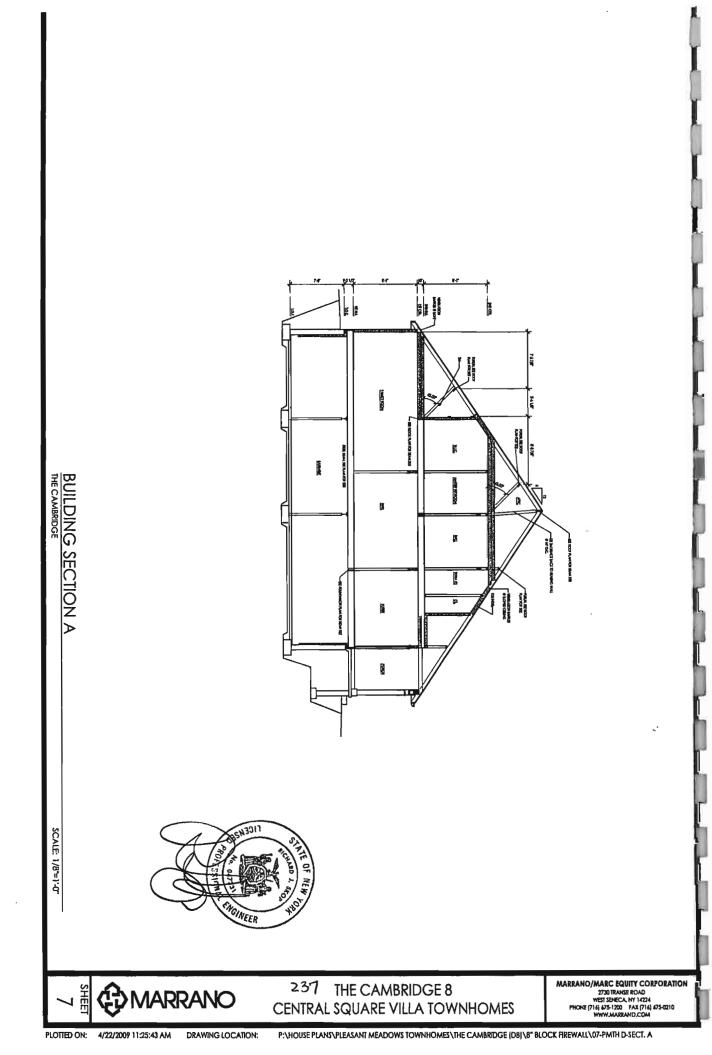
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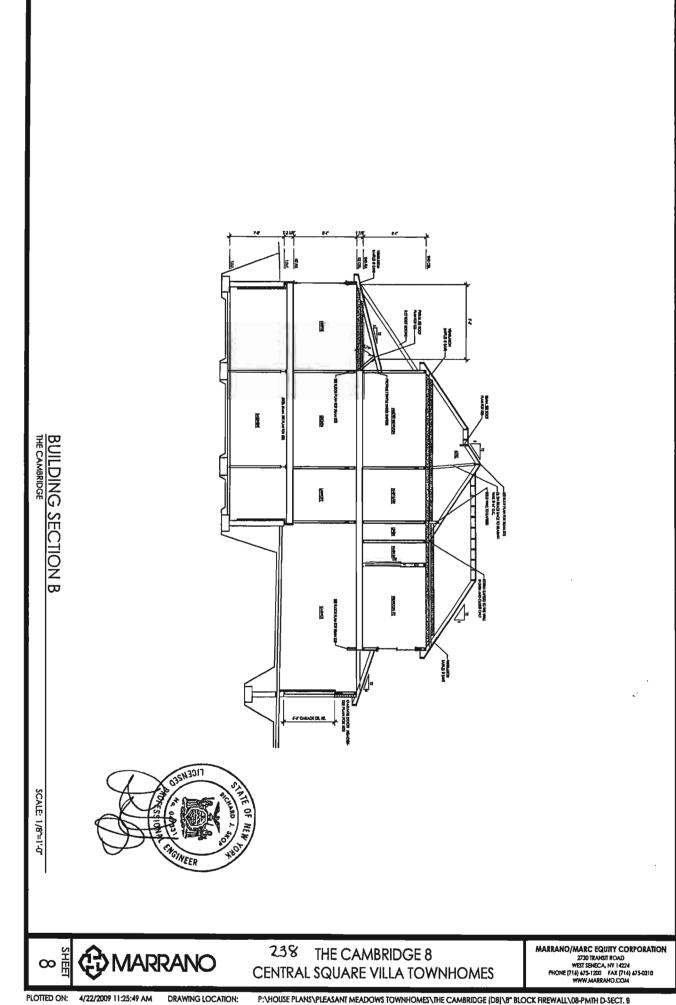


THE CAMBRIDGE 8 **CENTRAL SQUARE VILLA TOWNHOMES** MARRANO/MARC EQUITY CORPORATION 2730 TRANSI ROAD WEST SENECA, NY 14224 PHONE [716] 475-1200 F-82, [716] 475-0210 WWW.MARRANO.COM







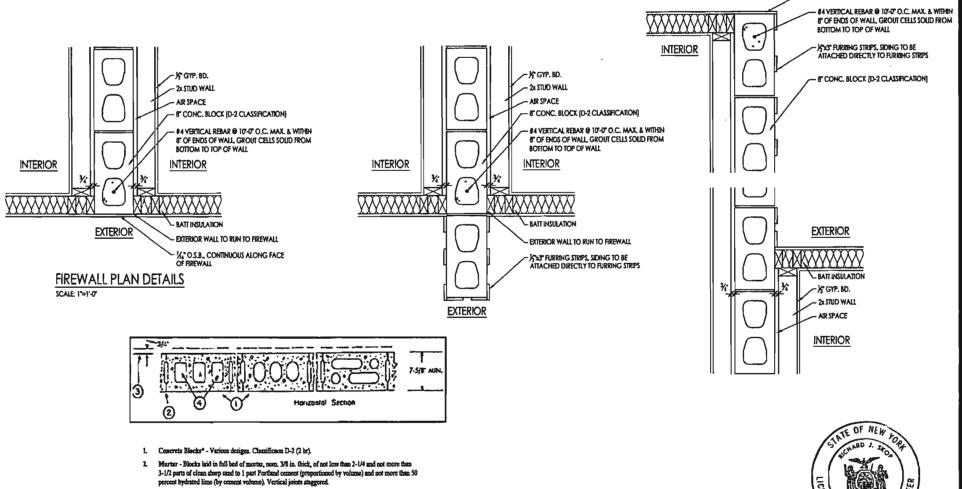




%"O.S.B., CONTINUOUS ALONG FACE OF FREWALL

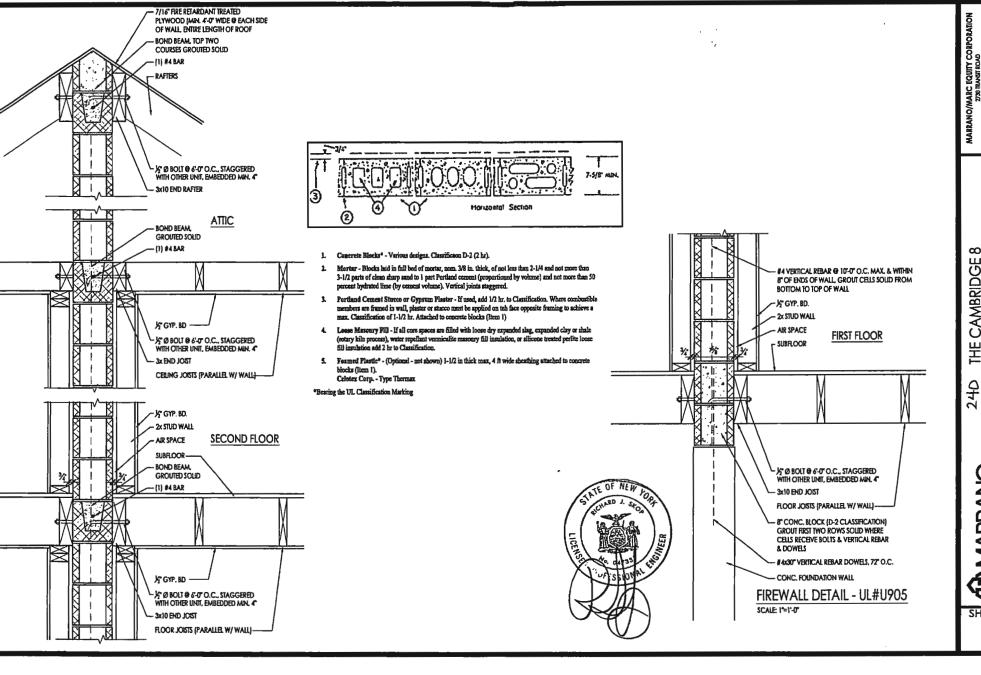
THE CAMBRIDGE 8 SQUARE VILLA ENTRAL

SHEET



- Portland Cement Strees or Gypsum Plaster If used, add 1/2 hr. to Classification. Where combumbles members are framed in wall, plaster or smoot must be applied on teh face opposite framing to achieve a max. Classification of 1-1/2 hr. Attached to concrete blocks (Item 1)
- Loose Massury Fill If all core spaces are filled with loose dry expanded size, expanded cizy or shale (rotary kiln process), water repellant vermiculise massoury fill insulation, or silicone treated per little loose fill insulation add 2 hr to Classification.
- 5. Formed Plastic* (Optional not shown) 1-1/2 in thick max, 4 ft wide sheathing attached to concrete blocks (Item 1). Celatex Corp. - Type Thermax

*Bearing the UL Classification Marking



CENTRAL SQUARE VILLA TOWNHOMES

P-\HOUSE PLANS\PLEASANT MEADOWS TOWNHOMES\THE CAMBRIDGE (DBING" BLOCK FIREWALL\09-PMTH D-DETAIL

THE CAMBRIDGE

(1) MARRANO

SHEET

Revised: 7/02/09

Supercedes: 4/29/09

THE MARRANO/MARC EQUITY CORPORATION SPECIFICATIONS FOR

CENTRAL SQUARE VILLA TOWNHOMES THE CAMBRIDGE 2009 SPECS

PURCHASER:

ADDRESS:

SUBDIVISION:

CONTRACT DATE:

CODE:

COORDINATOR:

DRIVEWAY:

DATE MAILED:

GENERAL DESCRIPTION - ALL TRADES

CODE#

- 1. Two Story with:
 - a. 1,236 / 1,238 / 1,243 / 1,270 Square Feet of Floor Area
 - b. Elevation "1" with 8'-0 x 6'-0 Covered Front Porch with
 - (1) Wood Post and Vinyl Ceiling
 - ~ Therma Tru S726 Smooth Star Fiberglass Front Door
 - Crystal Diamonds Lite with Brass Caming
 - ~ FF-21 6-Panel Steel Fire Door at Garage / Laundry Room
 - c. (1) Car Attached Garage with 9'-0 Overhead Door
 - d. (2) Bedrooms
 - e. 1 1/2 Baths
 - ~ Powder Room: Oval Bevel Mirror
 - ~ Main Bath: 36" x 42" Mirror
 - f. 8'-0 Finished Ceilings 1st and 2nd Floors
 - g. "U" Staircase with Stained Cap at Half Walls at Center of Stairs and Upper Hali
 - h. Family Room
 - i. Kitchen
 - ~ 45" high Half Wall with Stained Cap at Kitchen / Family Room & Kitchen / Dinette

- i. Dinette
- k. Laundry Room
- I. 7'-0 Basement Walls
 - ~ No Window in Basement
 - ~ Delta MS Foundation Water Barrier
- m. 7/16" OSB Sheathing Board Roof and Side Walls
- n. 3/4" OSB Subfloor Throughout
- o. No Fireplace
- p. Prewire for Future Security System
- q. Pella Encompass Vinyl Double Hung & Casement Windows
 - ~ White Exterior and Interior
 - Inserts between the Glass Pre-finished White both Sides at Upper Sash Only at Front Windows

The Cambridge Elevation 1	Page 3	Revised: 7/02/09 Supercedes: 4/29/09				
	Supercedes. 4					
WINDOWS	1. Vinyl Insulated Double Hung & Casement Windows					
12	a. Pella Encompass – White Exter	ior & Interior				
	2. Family Room Rear Wall – (1) Twin Double Hung					
	3. Family Room End Wall – (2) Single D	ouble Hungs – End Units Only				
	4. Bedroom #2 - (1) Twin Double Hung					
	5. Master Bedroom – (2) Single Caseme	ents				
PATIO DOOR	1. Dinette – 6'-0 Sliding Door					
13	a. Pella Encompass – White Exterio	or & Interior				
INSERTS & SCREENS	Pre-Finished White Inserts between the service of the service	ne Glass at Upper Sash Only of				
14	Front Windows Only					
	Full Screens on Double Hung & Casement Windows					
	3. Screen at Dinette Sliding Door					
DOORS	1. Exterior:					
15	a. Front Entry: Therma Tru Smooth Star Fiberglass Door					
	b. Garage / Laundry Room: FF-21 6-Panel Steel Fire Door					
	1. Factory Finished Frame – Door Painted by Big "L" Dist.					
	2. Door Hardware:					
	a. Interior Doors: Schlage Knobs – Antique Brass Finish					
	b. Fire Door: Schlage Key-n-Knob – Antique Brass Finish					
	c. Front Door: Schlage Knob with Single Cylinder Deadbolt -					
	Antique Brass Finish					
GARAGE DOOR	1. 9'-0 x 7'-0 - (4) Section (4) Raised Par	nel Steel - Model #5120				
24	a. Pre-finished - No Painting					
ROOFING	1. 3-in-1 Butt Tab					
25	2. Roof Vents and/or Ridge Vents as per Plan					
	3. Ice Shield at Gutter Areas and at Roof Pitches 4/12 and Under					
	4. Covered Front Porch					

The Cambridge Elevation 1	Page 4	Revised: 7/02/09 Supercedes: 4/29/09			
SIDING	Vinyl Siding - Double 4"				
26	2. Maintenance Free Soffit System				
	3. Vinyl Ceiling at Front Porch	<u> </u>			
HEATING	Gas Forced Air Heat - 80% Efficient Fu	ırnace			
28	2. Honeywell TH-4110 Set-Back Thermos	stat			
	3. Add Ductwork for:				
	a. Kitchen Hood Fan to be NON-DUC	ΓED			
	b. Powder Room – Broan #688 50 CF	M Fan			
	c. Main Bath – Broan #671 70 CFM Fan				
	d. Laundry Room – Broan #688 50 CF	FM Fan & Dryer Vent			
	e. Exhaust Fans Vent to Roof Jacks				
	4. Venting for 40 Gallon Hot Water Heater				
	5. Prep for Future Air Conditioning on Fur	nace – No Coil			
	6. Cold Air Returns Raised near Ceiling in	All Bedrooms for Future			
	Air Conditioning				
PLUMBING	1. Main Bath:				
27	a. Sterling 71090110/20-0 Acclaim 60"	x 30" x 72" Tub & Shower			
	White with Shower Rod				
	~ Kohler K-P304-K-NA/P15601-4S	-CP Chrome Lever Handle Faucet			
	b. (1) Sterling 442044-0 Elliot 20" x 17	" Sink – White			
	~ Kohler K-P15182-LD-CP Chrome	Lever Handle Faucet			
	c. Sterling 404015-0/404515-0 Round	Toilet with Bemis #70 Seat - White			
	2. Powder Room:				
	a. (1) ProFlo PF4600/4604 Pedestal S	ink – White			
	 Kohler K-P15182-LD-CP Chrome Lever Handle Faucet 				

b. Sterling 404015-0/404515-0 Round Toilet with Bemis #70 Seat - White

Elevation 1

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PLUMBING (Cont'd)

- 3. Kitchen:
 - a. Sterling 11402-4 Southhaven Stainless Steel 33" x 22" 4-hole
 Double Bowl Sink
 - ~ Kohler K-P15171-CP Chrome Faucet No Spray Hose
 - ~ Chrome Strainer
 - b. Dishwasher Hook-up
 - c. No Disposal
- 4. Laundry Room Washing Machine Box
- 5. No Laundry Tray
- 6. 40 Gallon Hot Water Heater Gas
- 7. 1750 GPH Submersible Sump Pump in Basement
- 8. (2) Exterior Cold Water Faucets (1) at Front, (1) at Rear
- 9. Gas Lines Only to Range and Dryer Areas

ELECTRICAL

29

- 1. (1) Control Plug in Family Room and All Bedrooms
- Wire for Basic Exhaust Fans in Powder Room, Main Bath and Laundry Room
- 3. GFCI Protected Outlets in Kitchen, Powder Room and Main Bath
- 4. (1) 15 AMP GFCI Protected Outlet in Basement
- 5. (1) 15 AMP GFCI Protected Outlet in Garage
- 6. (2) Exterior GFCI Protected Weatherproof Outlets
 - (1) at Front, (1) at Rear
- 7. 110 Direct Circuit for Basic Non-Ducted 30" Hood Fan or Optional Non-Ducted Microwave/Hood/Fan
- 8. Hook-up Dishwasher
- 9. No Disposal
- 10. Wire for Future Garage Door Opener
- 11. Prewire for Future Security System
- 12. 150 AMP Service
- 13. All Basement Lights on (1) Switch
- 14. No 220 Lines to Range or Dryer Areas

ALL TRADES - SEE GENERAL DESCRIPTION

The Cambridge Elevation 1	Page 6	Revised: 7/02/09 Supercedes: 4/29/09			
ELECTRICAL (Cont'd)					
	15. Recess Lights:				
	a. Lower Hall at Staircase / Powder Room	n: (2) Recess on 3-way Switch			
	b. Kitchen: (1) Recess above Sink				
	16. Fluorescent Fixture:				
	a. Laundry Room: 4'-0 Covered Fixture				
	b. Master Walk-in Closet: Covered Fixture	е			
	17. Pre-selected Exterior Fixtures:				
	a. Front Entry & Garage Front				
	b. Dinette Door				
	18. Interior Fixtures per Package				
AUDIO / VIDEO	1. (2) Phone Outlets				
29	2. (3) Cable TV Outlets				
	3. 2" PVC Chase from Basement to Attic Craw	vl Space for Future Wiring			
INSULATION	1. Firewall per Plan				
35	Living Space Only - With 2 Mil Polywrap:				
	R-13 Walls (3 3/8"); R-38 Ceiling				
	3. White-Faced "Wallfast" R-11 Basement Bla	nket Insulation -			
	Per Town Codes				
	4. Styrofoam Baffles in Rafter Bays at Soffit				
WALLBOARD	Firewall per Plan				
36	2. Board Complete House, Including Garage				
	3. Texture Spray Ceilings Throughout, EXCEPT Garage				
	4. Special:				
	a. (1) Coat Finished Drywall - Garage Walls	s and Ceiling			
	b. All Bi-pass Closet Door Openings - Meta	al Corner Bead Inside			
	Corner Only				
	5. Recess Lights – Lower Hall at Staircase / P	owder Room (2),			
	Kitchen (1)				

6. Main Bath - Tub/Shower Module7. Capped Half Walls at Center of "U"8. Capped Half Wall at Kitchen / Fami	Supercedes: 4/29/09		
7. Capped Half Walls at Center of "U"	Otalina and Albuman III II		
7. Capped Half Walls at Center of "U"	Otaliana and Human I. II		
• •	Otalina and a male through the fit		
8. Capped Half Wall at Kitchen / Fami	Staircase and Upper Hall		
	ily Room & Kitchen / Dinette		
1. 5" Aluminum with 3" Conductors			
Foyer, Guest Closet, Powder Room	n, Kitchen / Dinette, Laundry Room		
and Main Bath			
2. Allowance: Armstrong Initiator			
3. MDF Base and Shoe Molding Throu	ughout		
4. Any Sheet Vinyl to Carpet Transition	n will have Metal Edging		
1. Optional			
1. Dishwasher – Whirlpool DU915PWS			
Kitchen and Main Bath			
2. Allowance: Homecrest Fulton Oak I	Finish Square Recess Panel Door		
a. Handles or Knobs Included			
b. No Roll-out Trays			
c. No Cabinet above Refrigerator			
Pedestal Sink in Powder Room			
TRIM 1. Interior Doors – Textured 6-Panel Hardboard Throughout			
2. MDF Colonial Casing and Base Thro	oughout		
Closet Openings Cased with Side Ja Room Side Only	ambs, Casing Side and Top –		
•	enter of "U" Staircase and		
Upper Hall			
	and Main Bath 2. Allowance: Armstrong Initiator 3. MDF Base and Shoe Molding Throut 4. Any Sheet Vinyl to Carpet Transition 1. Optional 1. Dishwasher – Whirlpool DU915PW3 1. Kitchen and Main Bath 2. Allowance: Homecrest Fulton Oak a. Handles or Knobs Included b. No Roll-out Trays c. No Cabinet above Refrigerator 3. Pedestal Sink in Powder Room 1. Interior Doors – Textured 6-Panel H 2. MDF Colonial Casing and Base Thr 3. Closet Openings Cased with Side Jane Room Side Only 4. Stained 1 x 8 Cap on Half Wall at Casing and Stained 1 x 8 Cap on Half Wall at Casing Stained 1 x 8 Cap on Half Wall		

The Cambridge Elevation 1	Page 8	Revised: 7/02/09 Supercedes: 4/29/09			
TRIM (Cont'd)					
	5. Stained Cap at Half Wall at Kitchen	/ Family Room & Kitchen / Dinette			
	6. Stained White Pine Hand Rails at St	aircase to 2 nd Floor and Basement			
PAINT	1. EXTERIOR:				
37	a. Paint Front Entry Door & Trim				
	2. INTERIOR:				
	a. Stain – (1) Color Throughout				
	1. Hand Rails and Wood Caps at Half Walls at Staircase and				
	Wood Caps at Half Walls at K	itchen / Family Room and			
	Kitchen / Dinette				
	b. Paint				
	1. Interior Walls - (1) Color Throughout				
	a. (2) Coat Flat Finish				
	2. Basement Stairs and Steel - (I) Coat of Gray			
	3. Interior of Steel Doors - (1) Color				
	a. <u>DO NOT PAINT</u> Garage / L	aundry Room Fire Door			
	4. MDF Interior Trim				
	5. Interior Doors – 6-Panel Hardboard Throughout				
	Pre-finished Garage Overhead Door	- <u>DO NOT PAINT</u>			
CERAMIC TILE 42	Towel Bars and Paper Holders				
COUNTERTOPS	Plastic Laminate - Kitchen and Main	Bath			
43	a. Allowance: Formica				
	b. Oval Sink in Main Bath				
	2. Pedestal Sink in Powder Room				
CARPET	Lower Hall from Foyer to Family Roo	om, Family Room, Stairs,			
45	Upper Hall and All Bedrooms				
	Allowance: Mohawk 9420 Matfield with Classic Bonded Pad				
	(1) Color Throughout				

The Cambridge Elevation 1	Page 9	Page 9 Revised: 7/0 Supercedes: 4/2		
GLASS BLOCK 47	1. None			
MIRRORS	Powder Room: Oval Bevel Mirror			
63	2. Main Bath: 36" x 42"		··	
CONCRETE	1. Front Porch Pad – 8'-0 x 6'-0			
53	2. Walk and Step from Porch to Driveway			
	3. Wood Steps Garage to Main House			
	4. Wood Steps to Grade off Dinette	· · · · · · · · · · · · · · · · · · ·		
DRIVEWAY 56	1. Blacktop – No Sealer			
LANDSCAPING	Per Subdivision			
54	2. 4" Topsoil Machine and Hand Raked			
SHELVING	Ventilated Vinyl Coated Wire Shelving in All Cl	osets		
18	(1) Ventilated Vinyl Coated Wire Shelf above V Laundry Room	Vasher / Drye	r Area in	

Hybrid Building

Hybrid Winston
2-Story Unit
2 Bedrooms/2½ Bathrooms
≈1,316 Square Feet
2-Car Garage

Hybrid Livingston
2-Story Unit
2 Bedrooms/1½ Bathrooms
≈1,413 Square Feet
2-Car Garage

Hybrid Cambridge 2-Story Unit 2 Bedrooms/1½ Bathrooms ≈1,243 Square Feet 1-Car Garage

GENERAL NOTES

- MANS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF MARRAND/MARC EQUITY CORPORATION (MAIL). UNAUTHORIZED USE OR REPRODUCTION OF PLANS WITHOUT WRITTEN CONSENT IS PROMISED.
- WRITTEN CONSENT IS PROMINTED.

 M/ME RESERVES THE RIGHT TO MODBY PLANS AS FOUND
 NECESSARY TO CONFORM TO STATE AND/OR LOCAL CODES
- ORAMINGS AND SPECS MUST BE READ AND UNDERSTOOD BY ALL CONTRACTORS PRIOR TO CONSTRUCTION. INCORRECT "GUESSWORK" BY ANY CUNTRACTOR WILL DECORAGE T GUESTMORK: IF ANY CUMBACTOR WILL SERLIN IN ALD CONTRACTOR BRID BLACK CHARGES FOR THE AND MATERIAL DECRETANCES, CONFLICTS AND/OF OMISSIONS ON THE DRAWNESS ARMOUT SPECTATIONS SHALL BE REQUERT TO THE ATTENTION OF MANEY DRAWNES SHALL BE REQUERT TO THE ATTENTION OF MANEY DRAWNESS THE BENCHMENT.
- THER ENCOUNTER.

 DO NOT SCALE DIMENSIONS OFF OF THE DRAWINGS, UTILIZE THE DIMENSIONS GIVEN, MARRANCI/MARC FORET CORPORATION WILL ASSUME NO RESPONSIBILITY FROM EXPORT MADE FROM ASSUMED DIMENSIONS. THE PLANS MEET OR EXCEED THE CURRENT NEW YORK STATE
- ENTRGY CODE AND RESIDENTIAL BUILDING CODE
- ROOF GROUND SHOW LOAD: 40 FM
- SECOND LEVEL 6.3.1. LIVE LOAD: 30 PSF 6.3.2. DEAD LOAD: 10 PSF
- PREST LEVES: 491
- 3. HEST LEVEL
 6.1. LUVE LOAD: 40 PEF
 6.1.1. DEAD LOAD: 10 PEF
 6.1.2. DEAD LOAD: 10 PEF
 CONTRACTOR TO FOLLOW ALL APPLICABLE CODES POUND
 IN THE RESIDENTIAL CODE AND EMERGY CODE OF NEW.

FIRE SEPARATION & OPENING PROTECTION

- DWELLING UNIT SEPARATION TO CONFORM TO THE REEDENTIAL CODE OF NYS SECTION RETY FOR
- TOWNHOUSES.

 2. RRE SEPARATION TO CONFORM TO THE RESIDENTIAL CODE
 OF NYS SECTIONS 8309.2.1 & 8309.2.2.
- (1) LAYER OF % TYPE-X GYPSUM LOARD ON GARAGE
- ITS LAYER OF SC TYPE-X GYPSUM BOARD ON GARAGE RIDE.
- (1) LAYER OF JE TYPE-X GYFSUM BOARD ON HOUSE SIZE WHEXE GARAGE/ROUSE WALLS ARE COMMON PROVIDE FIRE SLOCKING ABOVE STEEL BEAM FOR ANY HARTARIS SPACE AT FRONT END OF FLOOR JOISTS.
- TO RESIST THE PASSAGE OF FLAME AND OTHER PRODUCTS OF COMBUSTION AND TO FORM AN EFFECTIVE FIRE BAIGHER BUTWEEN STORIES AND RETWEEN THE TOP STORY AND THE ROOF SPACE, FREELOCKING WILL BE PROVIDED AT THE POLLOWING LOCATIONS:
- CONCEALED SPACES OF STUD WALLS AND RURRED SPACES AT CEILING AND FLOOR LEVELS AT INTERVALS
- AS SOFFIES AT INTERVALS NOT TO EXCEED 10'-0'. BELOW STATES BETWEEN STEINGERS AND AT TOP &
- BOTTOM OF RUN.
 OFBIRGS ABOUND VENTS, PPES & DUCTS
- A MINIMUM OF 2'-0" PAST EXPEDITING MEMBER EVENG PROTECTION TO CONFORM TO NYS EXPLOING CODE SECTIONS #309.1
- PROVIDE Y, HOUR FIRE RATED DOOR WITH STEEL FRAME &

INSULATION NOTES

- FLAT & SLOTED CEILINGS WITH ATTIC SPACE R38 AS FOLLOWS: (2) LAYELS OF R17 LAID PERFENDICULAR TO EACH OTHER PROVIDE RAFFEES AT EAVES TO DESIRE A MAN. 1 15"
 CLEAR VERTILATION SFACE SETWEN UNDERSOR OF ROOM
 SYLATHING AND BAFFEE. TYPICAL SETWEN ALL RAFFEE.
 2. CANNEDRAL CEUNOS: RES HESILATION.
 2. 245 STUD WALLE: RES INSULATION WITH 2 MILL POLY YAPOR
- BARKER ON WARM SIDE OF WALL
 245 STUD WALLS: R19 INSULATION WITH 2 MIL POLY VAPOR BARRIER ON WARM SIDE OF WALL
- POUNDATION WALLS: R11 FIRE RESIDENT DEGLATION, 6-0"
 LONG, KUNG AT TOP OF POINDARON WALL
- CANTILEVERED PLOCES: RZA INSTRATION ROOMS OVER ENCONDETIONED SPACES (LE. MEDROCAS OVER ATTACHED GARAGES RES DISSILATION

TUB DECK NOTES (IF REQUIRED)

- (2) LAYERS OF %" TEG PLYWOOD, STAGGER SEAMS SQUARE EDGE AT FRONT EDGE OF DECK
- TOP OF DECK TO BE 27 OFF OF SUBFLOOR 224 CLEAT AT PERIMETER TO SUPPORT DECK CHANGE THE AT MATROIN FACE AND TOP GFDECK

FOUNDATION NOTES (7'-0" HIGH WALLS)

- CONCRETE WALLS (SEE WALL DETAIL FOR SIZE & BERAX):
 1.1. BASEMENT WALLS: 3000 PSI (AIR BRITADIED 6-7%) UNO.
- SARAGE AND FORCH WALLS: 3000 PE 6" WIDE x 4-0"
- TALL (AIR ENTRAINED 8-7%) U.N.O.
 CONCRETE FOOTINGS (SEE WALL DETAIL FOR SIZE & REBAN):
- BASEMENT FOOTINGS: 3000 PEL GARAGE AND PORCH FOOTINGS: 3000 PSI 16" WIDE X IF TALL WITH 64624" LONG VERTICAL BARS, PLACED AT 40" O.C. MAJL AROUND PERMITTER OF FOUNDATION
- BARBARN FLOOR TO BE 5000 FEE 235° CONCRETE ELAS OVER 4 MIL VANOS BARBERS OVER 4 CEUSHED STONS, TOP OF BARBARNEN FLOOR SLAS TO PICKEN TO OVER 100° OF FOOTING, GARAGE FLOOR TO BE 3400 FEE 4" FOURSED CONCRETE SLAS (AR ENTEARING 3 75) (OVER 4" CEUSHED STONS, TOP OF
- CARLEGE ELAS TO BE 4" DOWN FROM "DP OF WALL AT OVERHEAD DODE FITCH 4" UP TO MEAF GARAGE FOUNDATION WALL UNLESS CHANGED ET EUPERVISOL IF GABAGE FLOOR BRAIN PURCHASED. ENVERVISOR TO DETERMINE PITCH AND OVERHEAD DOOR HEADER
- S. IS ANCHOR BULTS, MIN. 10" LONG X 6"-0" O.C. EXTENSION 7" DITO CONCRETE.
- EXTERIOR OF FOTO CURRENTS

 1. USE STANGES STEEL OF GALVANIZED ANCHOR BOLTE,
 WASHIZE AND NITE WIRET PRESSURE TREATED LUMBER
 IS USED FOR A SEL FLAT.
 4. (3) 206 SEL PLATES WITH SILL STALER.
- 6.1. EXCEPTION: WHERE GRADE IS WITHOUT OF OF THE TOP OF WALL, USE PRESSURE TREATED LIMITER (GARAGE, ETC...)
 7. FOUNDATION IS DESIGNED IN ACCOMMANCE WITH SOIL
- INFORMATION IT APPLICABLE.
- B. DELTA ME WALL DEALN/DAMPPROOFING ON FOUNDATION WALLS.

 1. MUNIMUM BEARING IN CONCRETE WALL BRAM POCKETS
- FIGUR ALL STEE STAND IS 35".

 10. EEP POUNDATION WALL DEVAN AND FOUNDATION FRAN FOR PPECIFIC REAR AND OTHER REQUIREMENTS.

 11. TOP OF PIER PROTINGS ARE 2" BROW TOP OF FOUNDATION

FLOOR NOTES

- 1)/" LEL BOX JOST SFROM BOX JOST ON ALL SIDES OF HOUSE ILMO.
- MODULUS OF ELATRICITY FOR LANDIATED VEHICLE LUMBER (LV1) IS 1.9 x 1,000,000 OR 1.90 ILH.O.
- MODULUS OF BASTICITY FOR LANDIATED STRAND LUMBER (LSL) IS 1.ES x 1,000,000 OR 1.ES+ U.N.O.
- N° 10x601 & GROOVE OLE OVER DIGINITIES WOOD 1-10151, PRODUCT TO BE STRUCTUREYOOD EDGE GOLD FROM BEVEL OR TOPMOTCH HIGH PEPGEMANCE FROM U-PROVIDE SUPPORT BLOCKING I ETWEN JUILE, 4-0° O.C. MAX. AND SENEATH BLAKING PARTITIONS PARALLEL TO THE
- STAIN OF THE JOIST.

 EXAMS: CENTERINE TO PROVIDE A 6" OVERLAY WITH

 REAMS: CENTERINE TO PROVIDE A 6" OVERLAY WITH
- ADJACENT SPANNING MEMBER 8. (2) PLY LVI. AND LSI. MEMBERS ARE TO BE PASTEMED TOGETHER PER THE POLLOWING METHOD:
- E.1. \$1.900 LAS SCREWS STAGGREED TO FAMO BOTTOM
 16"O.C. AND COUNTESTAIN

 F. [3] OR MORE/TS) OR MORE WITH STEE MATE(S) OF
 DIMERSIONAL LUMBER (I.E. 20), BEGONZEED LUMBER (I.E.
- LVL/LSL) AND/OR STEEL PLATES FOR THE PURPOSE OF A STRUCTURAL BEAM SHALL BE PASTENED TOGETHER IN THE
- POLLOWING MANNER: L SIDE LOADED (MEMBERS HUNG ON BEAM): USE X'ES BOLIS 12" O.C. STAGGERED TOP AND BOTTOM AND PLACED A MOMENUM OF 2" PROM
- ANY FOOT TOP LOADED (MEMBERS BEARING OVER STAM): USE X 9 SOLTS 24" O.C. STAGGERED TOP AND BOTTOM AND PLACED A MIRRAUM OF 2" FROM
- ANY EDGE

 10. ALL CONCENTRATED LOADS SHALL BE TRANSFERRED TO FOUNDATION VIA SEAMS, POSTS, AND/OR SOLID
- 11. NOTCHES IN FLOOR JOISTS, BAFTERS AND BEAMS ARE PER NYS EZSIDENTIAL CODE ESIZE I SAWN LIMARE. NOTCRES IN SOLID LUMBER JOSTE, RAFTERS, AND BEAMS ENALL NOT EXCEED X OF THE DEPTH OF THE MEMBER, SHALL NOT BE LONGER THAN X OF THE DEPTH OF THE MEMBER AND SHALL NOT BE LOCATED IN THE MEDDLE X OF THE SPAN. NOTCHES AT THE BODS OF THE MEMBER SHALL NOT EXCEED % OF THE DEPTH OF THE MEMBER THE TREION KIDS OF MEMBERS 4" OR CHECKED % OF THE MEMBERS AND THE THE SHALL NOT EXCEED % OF THE MEMBERS AND THE CHECKED % OF THE MEMBERS AND THE MEMBERS AND THE CHECKED % OF THE MEMBERS AND THE MEMBERS

WALL NOTES

- DOUBLE PLATE AT TOP OF WALL
- Double Parts at toy of wall, "C syspian wall earen." Deteror walle 2nd fines, 1st q.C. Ling. Edizeror walle 2nd fines, 1st q.C. Ling. 4" Exposure wint; Isding gwe a later of are intertration earens over X." cos steathers Ling. All readers not marked shall set(2) 2nd. All readers not marked shall set(2) 2nd.
- ALL INTERIOR OPENINGS ARE 6-10" HIGH LINO.
 ANGLED WALLS ARE 45" U.N.O. DIMERCROWS FOR DUTTIONS WALLS ARE TO EACH OF STUD
- OWNERSONS FOR EXTEROIS WALLS ARE TO FACE OF SIX CHARLESONS FOR EXTEROIS WALLS ARE TO FACE OF EXTEROR SHEATHONG (OR BECK WHERE APPLICABLE). APPLY EXTERIOR SHEATHONG ON ALL OSURATED WALLS FACING UNCONCRIDED STACES. 11.
- 12. INSTALL BRICK PETETE WHERE APPLICABLE

ROOF NOTES

- ROCF SHEATHING: ¼° OTB ROOF UNDESLAYMENT: 150 FELT FAFER
- ROOF UNDERLAYMENT, 189 FEIT FATEL SIMGE LAYER OF ICE & WATEL BEED INSTALLED AT EDGE OF LAYE TO A POINT AT LEAST 26" UNDER THE EXTREOR WALL LINE OF THE BUILDING (RYDLE 2.7.1) AFFHALT SHRALES AT ELECTED.
- APPHALT SHEATED ANTE SOFT AT ALL HORIZONTAL EAVEL
 ALL BOOP CYCENANGS ARE 1'-0", MIASURED FROM FACE
 OF EXTREOR SHEATHING, BRICK, ETC., UM.O.
 EM COLLAR TEST 45" O.C.
- USE 2010 AT ALL HIPS & VALLEYS U.M.O. PURLINS ARE LOCATED DILECTLY BELOW THE RAPTERS AND ARE TYPICALLY ERACED TO BEARING WALLS OR SEAMS WITH THE STOC UNO
- M ANGLE FROM HORSONIAL PLANS FOR ALL

LUMBER SPECIES

- UP TO 20"-0" IN LENGTH IS SPRUCE OF HEM-FIX OVER 20"-0" IN LENGTH IS DOUGLAS FIX
- NOMINAL WASEE: UP TO 207-07 (H LENGTH IS SPENCE OR KEM-FIR
- 2.1. UP TO 22"-O'N LENGTH IS SPRUCE OR R
 2.2. OVER 22"-O'N LENGTH IS DOUGLAS FIX
 3. 2x10 NOMENAL LIMITER
 3.1. UP TO 22"-O'N LENGTH IS XEM-FIX
 3.2. OVER 22"-O'N LENGTH IS DOUGLAS FIX
 4. 2x12 NOMENAL LIMITER.
- 41. UP TO 20"-O" IN LENGTH IS HEM-FIR OR DOUGLAS FIR 42. OVER 20"-O" IN LENGTH IS DOUGLAS FIR

KEY & ABBREVIATIONS

U.N.O.	UNILESS MOTED OTHERWISE
0.C	ON CENTER
1.0.	TOP OP
T.O.W.	TOP OF WALL
T.O.C.	TOP OF CONCRETE
8.0,	BOTTOM OF
CT.	CDUSS ING
PL.	PLATE
TAG	TONGUE AND GEDOVE
LVL	LAMINATED VEHEER LUMBER
LSL	LAMINATED STRAND LUMBER
OSB	ORIENTED STRAND BOARD
M/ME	MARRANO/MARC EQUITY CORPORATION

AREAS (IN SQUARE FEET)

- REST FLOOR GROSS: \$174 SECOND FLOOR GROSS: \$406
- CLERESTORY SPACE N/A
- GARAGE 144
- PORCH(ES): 457 BASEMENT SLAB: 293 GARAGE SLAB 135

- 1. 256 NOMINAL UMBTE

GENERAL INFORMATION

091

ROFESSIONAL

MARRANO/MARC EQUITY

CORPORATION

2730 TRANSIT ROAD

WEST SENECA, NY 14224 PHONE (716) 675-1200 FAX (716) 675-0210

WWW.MARRANO,COM

LICENSED ENGINEER:

3140 RT 394 P.O. BOX 151

BUFFALO, NY 14785

PHONE (716) 725-5990 FAX (716) 763-6854

PROFESSIONAL SEAL

STATE OF WEN

RICHARD I SKOL

MODEL: ELEVATION: HAND OF HOUSE: . CONTRACT DATE:

JOB CODE: SALES: DRAFTING:

ESTUMATING: COORDINATION: PRODUCTION: SPEC REVISION:

DRAWING INDE

ı	DRAWING INDEX
SHEET	DESCRIPTION
	SPEC. PAGE
1	FRONT ELEVATION
2	FOUNDATION PLAN
	FIRST FLOOR PLAN
4 5	SECOND FLOOR PLAN
5	ROOF PLAN
6	SIDE ELEVATIONS
7	SECTION A
8	SECTION B
9	SECTION C
10	SECTION D
11	SECTION E
12	DETAILS

OVER 2x10	EACH (97%)	EVCH [104]	EACH [III	EACH [ID7]	EACH [119]	BACH (1317)
TEG OSE DECEMO	13 @ 7.45"	14 @ 7.57"	15 0 7.67°	14 0 7.79	15 0 8.07°	17 @ 7.82"
OVER 2x12	EACH (99%)	EACH (1067)	EACH (1187)	EACH (1097)	EACH (1217)	EACH (1337)
NTILG OSS DECKING	13 @ 7.70*	14 @ 7.62*	15 @ 7.91°	14 @ 7.83°	16 0 7.6T	17 @ 7.56"
OVER 11% T.F	EACH (100%)	EACH (106%*)	EACH [118%]	EACH (1099)(7)	EACH (121%(*)	EACH (133%(7)
N TAG OSS DECIMAG	13 0 7.867	14 @ 7.37"	15 @ 8.05"	14 @ 7.96°	14 @ 7,73"	17 @ 7.97"
OVER 14 TA	EACH [102%]	EACH (1053(7)	EACH (120%)	EACH [11132]	EACH (123%7)	EACH (133%)

BACCHEUT

TYPICAL RISER COUNT AND HEIGHT

7-0

TYPICAL CELING HEIGHTS

8"-1" 15T/2ND

14 @ 7.4F

4-1, 121/20(D

10"-1" 151/290

FLOORS

17 0 7.71

FLOOR SYSTEM

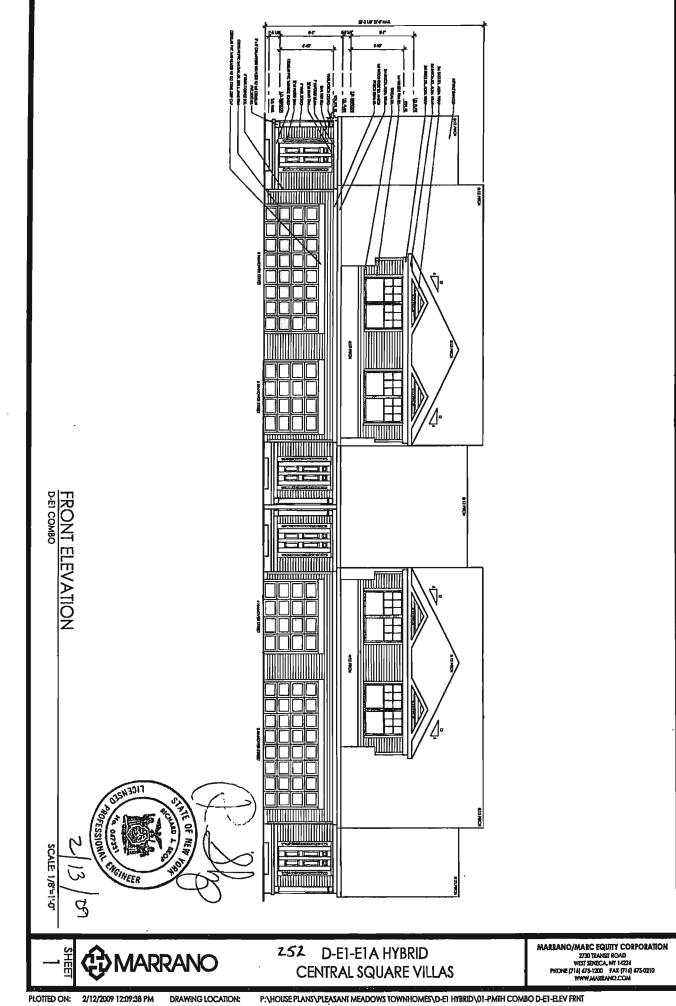
IN THE OSE DECKING

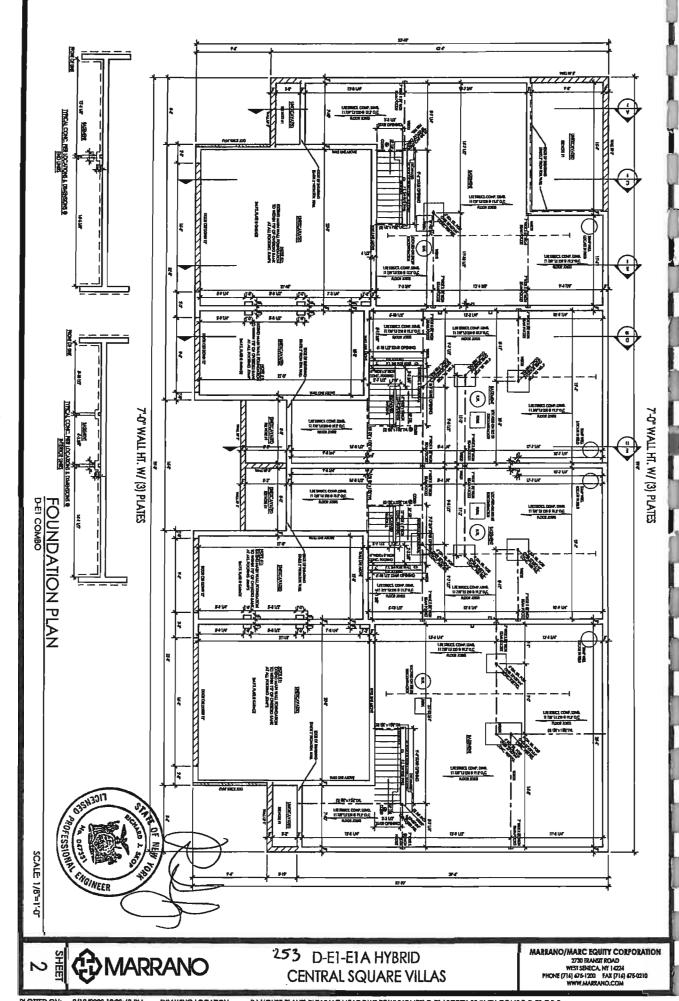
(3) SAL PLATES REQUIRED AT TOP OF CONCRETE WALL

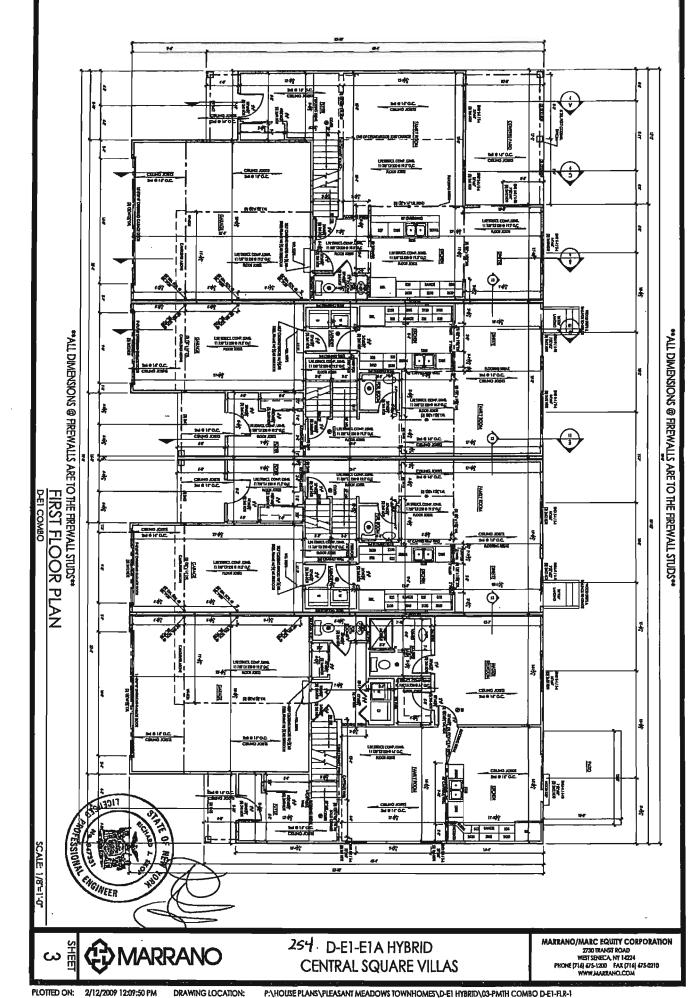
7-0

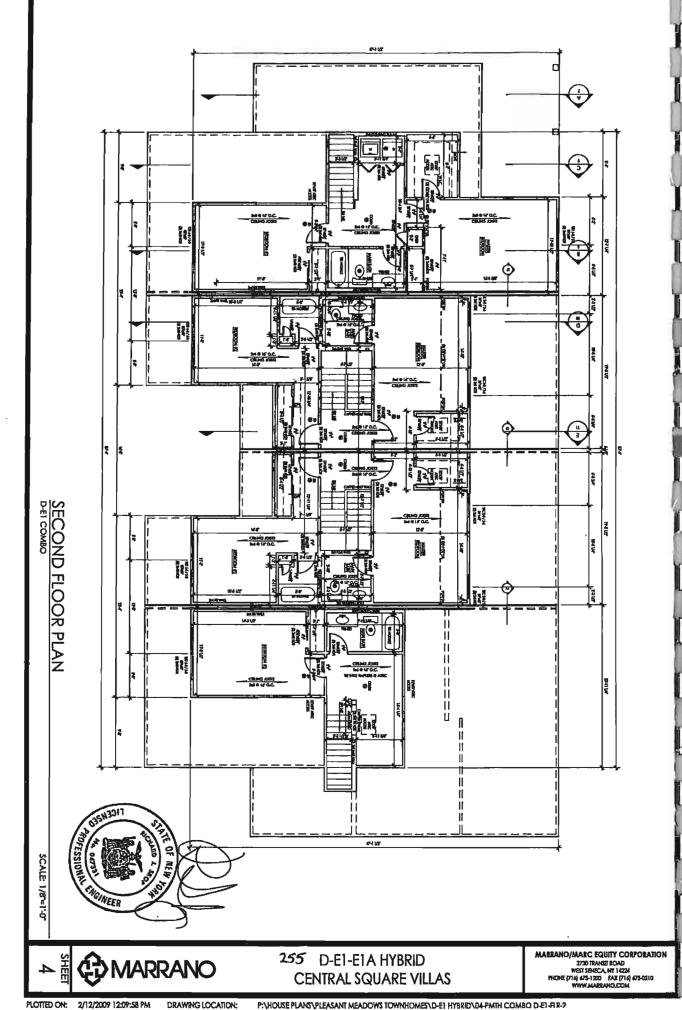
TOP OF BASEMENT SLAB IS 1" ABOVE TOP OF FOOTING

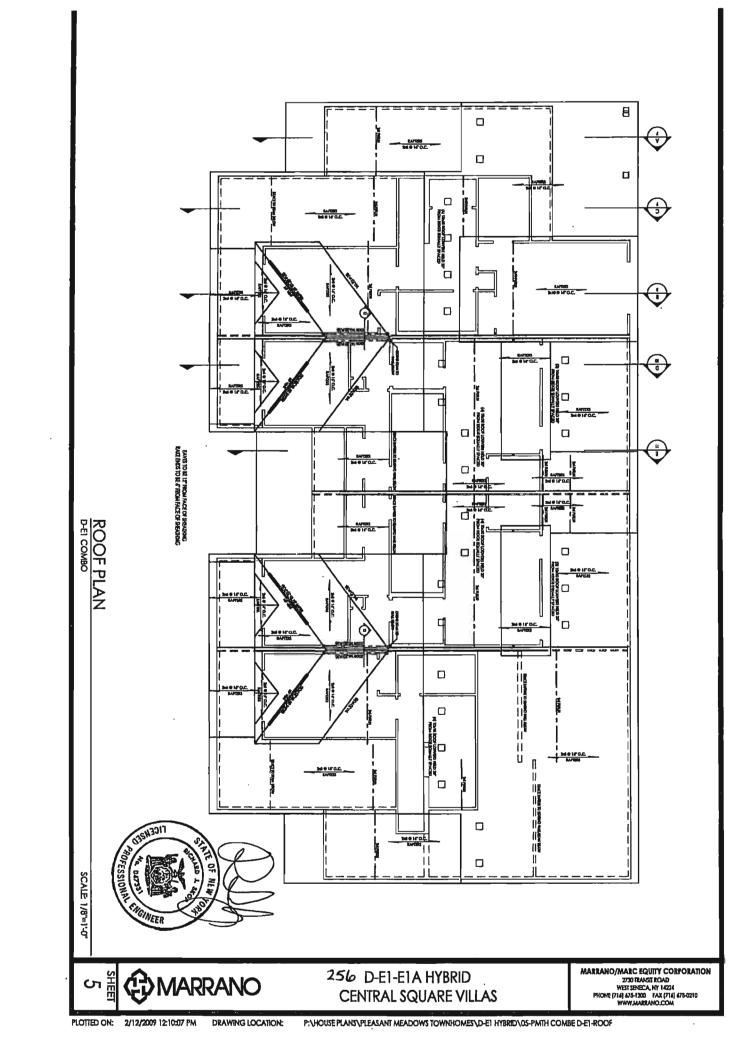
BASEMENT SLARS ARE SÃT THICK, RISERS WILL HEED TO BE RECALCUATED FOR DEFERENT RICCOR SLAR THROUGHSTER MANSES IN PARENTHESE ABOVE REPRESENT THE OVERALL HEIGHT (CONCRETE TO CONCIDE TO CORE, MOTE THAT IF HARDWOOD ROOD OR CERLANG IS PLROUGH. APPROPRIATE ADDITIONS MUST AS MADE AND THE BEST LEGGES BECALCILLARD

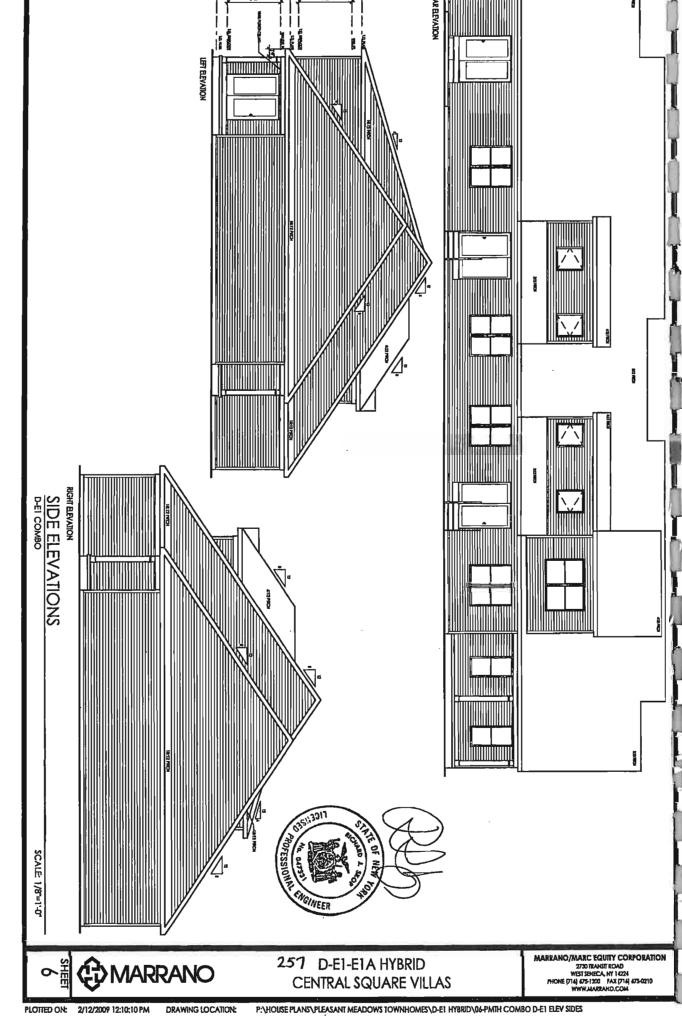


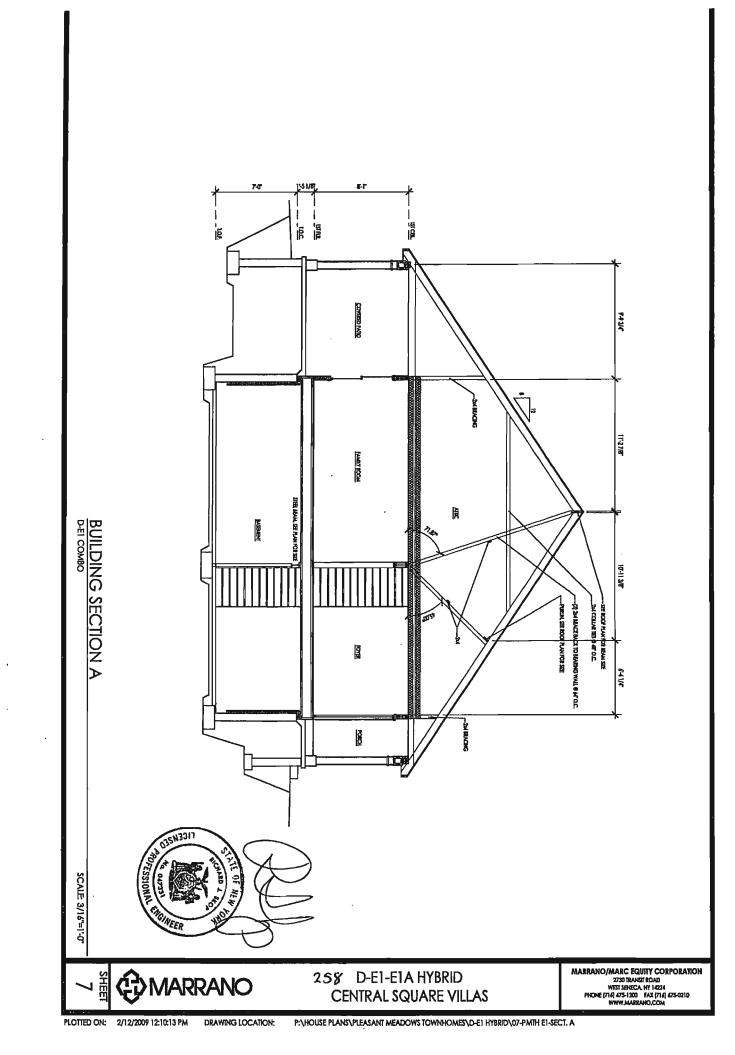


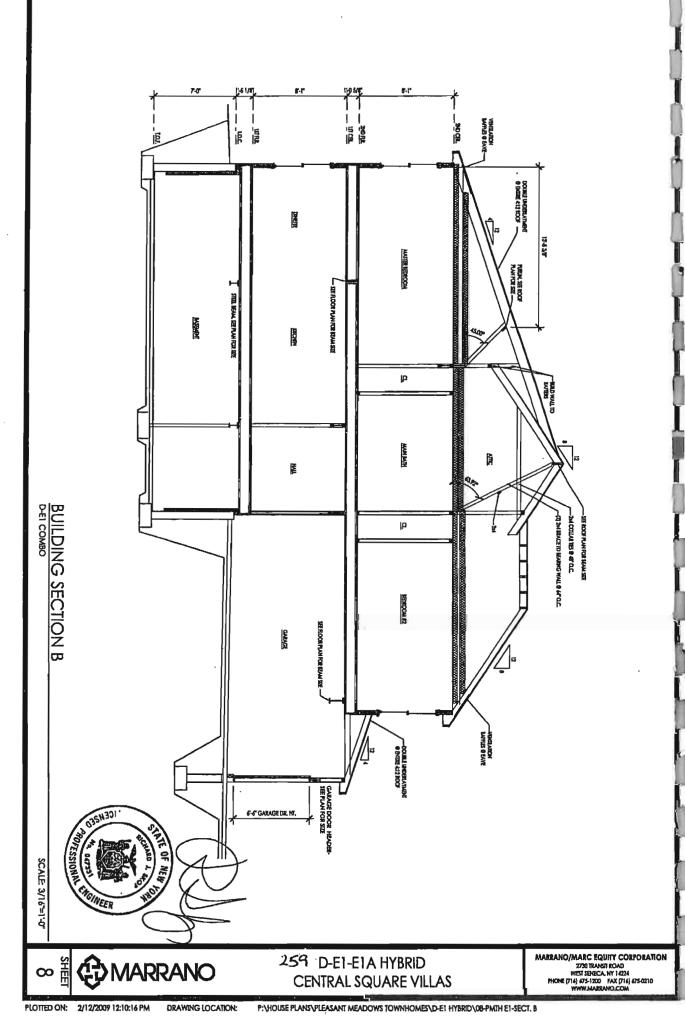


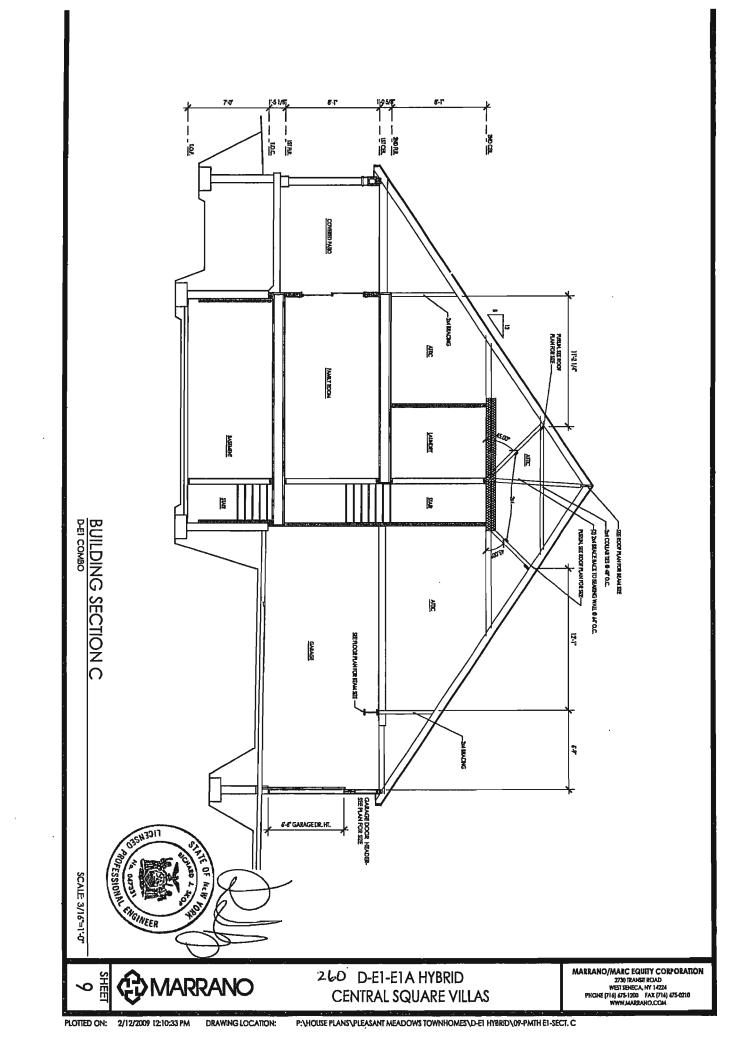


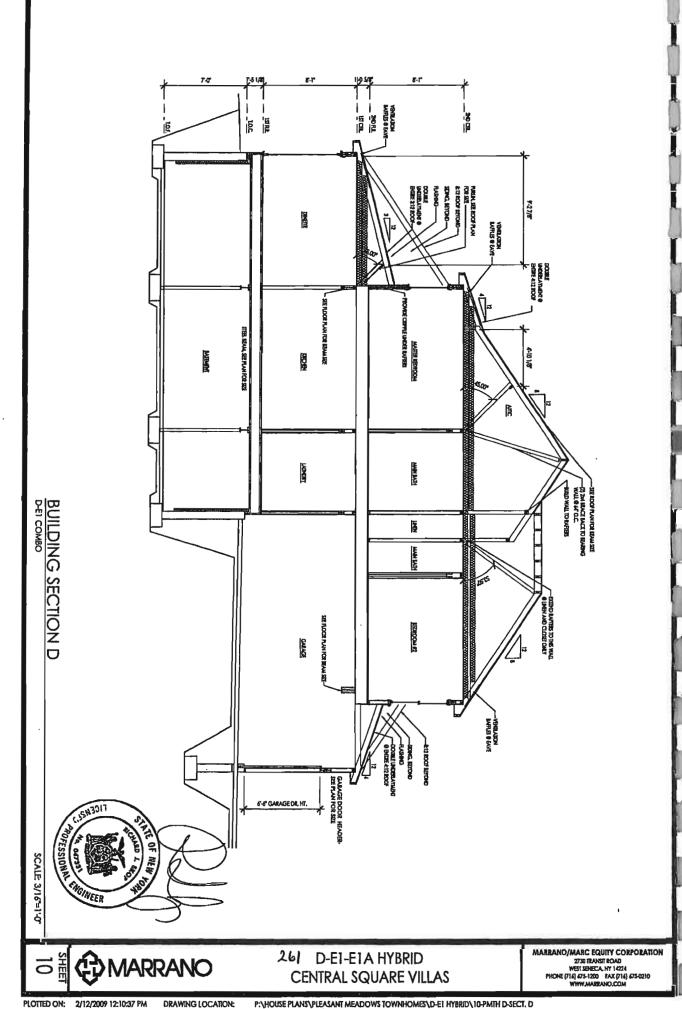


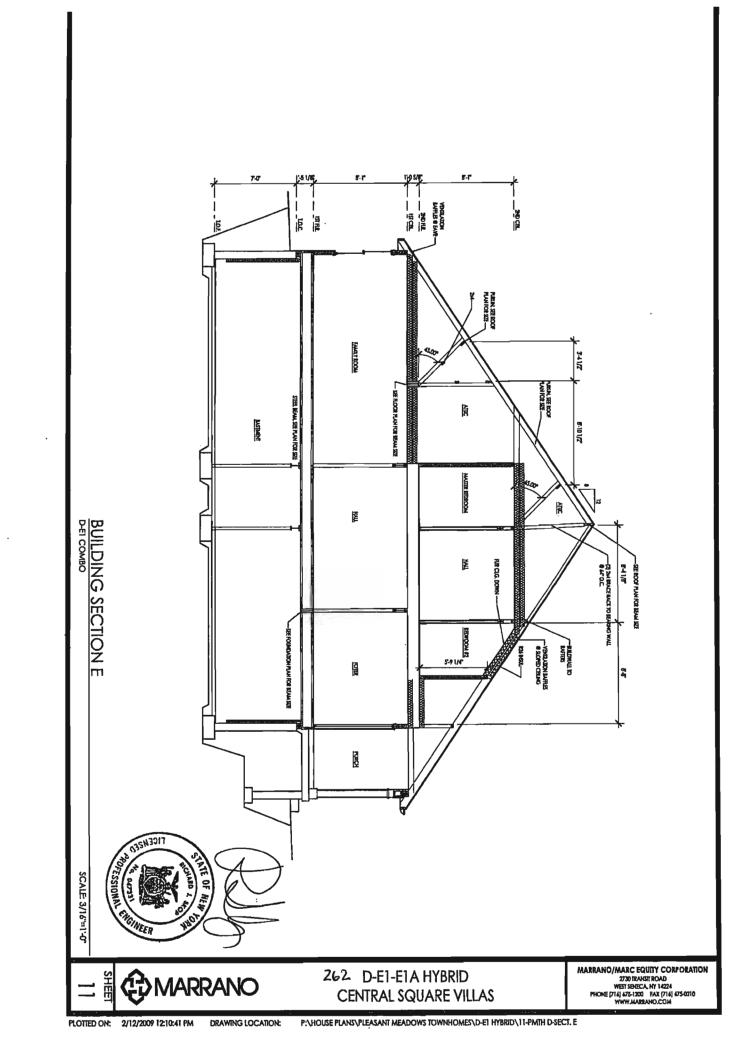


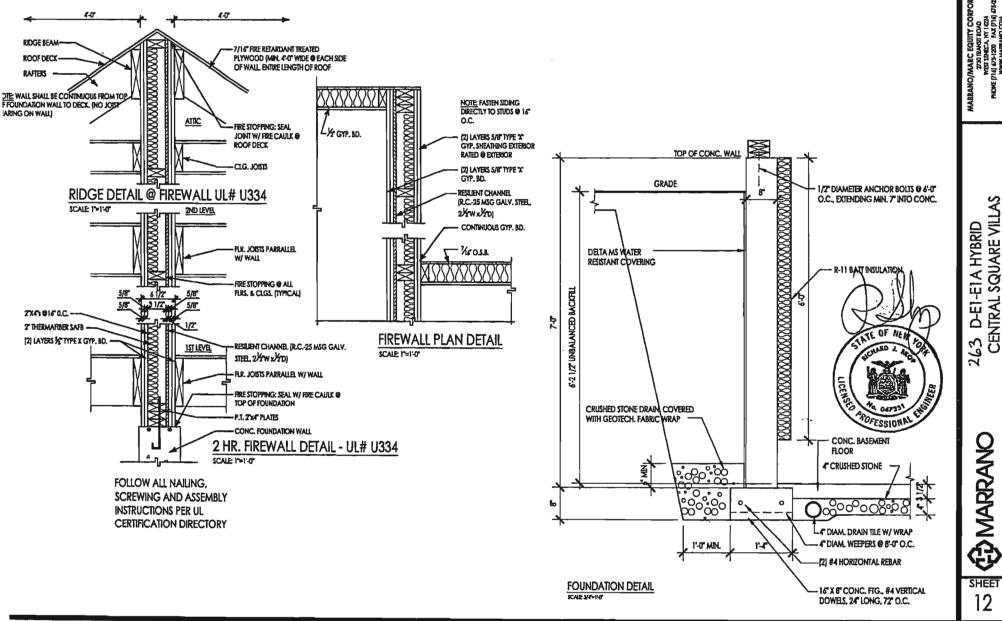












Clubhouse

1,248 Square Feet

PHONE (716) 675-1200 FAX (716) 675-0210

WWW.MARRANO.COM

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MAME RESERVES THE RIGHT TO MODIFY PLANS AS FOUND NECESSARY TO CONFORM TO STATE AND/OR LOCAL CODES.
DRAWINGS AND SPECIFICATIONS MUST BE READ

AND UNDERSTOON BY ALL CONTRACTORS PRIOR TO CONSTRUCTION, INCORRECT "GUESSWORK" BY ANY CONTRACTOR WILL REPULT IN SAID CONTRACTOR BEING BACK CHARGED FOR TRAE AND MATERIALS. DISCREPANCIES, CONFLICTS AND/OR CHISSIONS ON THE DRAWINGS AND/OR THE SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF MANES DRAFTING DEPARTMENT OR PROJECT SUPERVISOR MANEDIATELY UPON

THEIR ENCOUNTER. DO NOT SCALE DIMENSIONS OFF OF THE PRINCES SHOUGH THAT THE PRINCE COMMAND MAME WILL ASSUME NO RESPONSIBILITY FROM ETRORS MADE FROM ASSUMED DIMENSIONS.

THE PLANS MEET OR EXCEED THE CURRENT NEW YORK STATE ENERGY CODE AND RESIDENTIAL

DESIGN LOADS

ROOF GROUND SHOW LOAD: 80 PSF SECOND LEVEL: LIVE LOAD: 30 PSF DBAD LOAD: 10 PSF 421 422

SIRST LEVEL: LIVE LOAD: 40 PSF DBAD LOAD: 10 PSF 432

CONTRACTOR TO FOLLOW ALL APPLICABLE CODES OF THEIR TRADE FOUND IN THE RESIDENTIAL CODE AND ENERGY CODE OF NEW YORK STATE TYPE K COPPER PIPING TO BE USED IN BLMA

ONLY ALL CONVENTIONAL LUMBER HEADERS TO BE PER RESIDENTIAL CODE OF NYS.

ALL ELECTRICAL WORK TO SE INSPECTED BY BOARD OF FIRE UNDERWRITERS ACCORDING TO NEC IN BLMA ONLY.

FIRE SEPARATION

REF SPEAKATION IN HOMES WITH ATTACHED GARAGES TO CONFORM TO THE RESIDENTA CODE OF NEW YORK STATE, SECTION 6309. PECHICALLY #309.21 & #309.3.2

ISLIANCE OF SCHOOL & GYPSINA SOARD ON GARAGE CELING.

(1) LAYER OF M TYPE X GYPSUM BOARD ON GARAGE SIDE OF GARAGE/HOUSE 1.2. COMMON WALLS.

(1) LAYER OF JE TYPE X GYPSUM BOARD ON HOUSE SIDE OF GARAGE/HOUSE COMMON WALLS

PROVIDE FIRE BLOCKING ABOVE STEEL BEAM FOR ANY HABITABLE SPACE AT FRONT END OF

TO RESIST THE PASSAGE OF FLAME AND OTHER PRODUCTS OF COMBUSTION AND TO FORM AN EFFECTIVE PIKE BARRIER BETWEEN STORIES AND BETWEEN THE TOP STORY AND THE ROOK SPACE. WE BLOCKING WILL BE PROVIDED AT THE FOLLOWING LOCATIONS:

CONCEALED SPACES OF STUD WALLS AND FURRED SPACES AT CELING AND FLOOR LEVELS AT INTERVALS NOT TO EXCEED

CONCEALED HORIZONTAL & VERTICAL SPACES SUCH AS SOFHIS AT INTERVALS NO (TO EXCEED 10-0". BELOW STAIRS BETWEEN STRINGERS AND

AT TOP AND BOTTOM OF RUN. OF BUINGS AROUND VENTS, PIPES AND A MENENUM OF Z-CT PAST SUPPORTING

MEMBERS.
OFFMING PROTECTION TO CONFORM TO THE RESIDENTIAL CODE OF NEW YORK STATE,

PROVIDE 35, HOUR FIRE RATED DOOR WITH STEB.

INSULATION NOTES

DITITE HOME TO SE INSULATED TO A MINASHIM OF THE FOLLOWING GUIDBLINES FLAT AND SLOPED CBLNGS WITH ATTIC

SPACES TO BE R38 AS FOLLOWS: (1) LAYER OF RIF LAID IN THE 1.1.1. CITAING JOIST CAVITY. (I) LAYER OF RIP LAD PERPENDICULAR TO FIRST RIPLAYER. PROVIDE BAPTLES AT GAVES TO PISTURE A MINIMUM OF 1 XT CLEAR VEHITLATION SPACE BETWEEN THE

UNDERSIDE OF THE ROOF DEFARRING AND DE BARRIE. YPICAL AT ALL RATTERS. CATHEDRAL CEUNGS: 1.21. RZA (R30 IN CLARENCE) JULIAN DUTZ DOOW ROB

131. 2NE RIS WITH 2 MR POLY VAPOR BARRIER ON WARM SIDE OF WALL 132 2nd: R19 WITH 2 MA POLY VAPOR BARRIER ON WARM SIDE OF WALL

RILL PRICE RESISTANT INSULATION, 6-07

LONG, HUNG AT TOP OF FOUNDATION WALL.
FLOORS OVER UNCONDITIONED (LE. SEDROOMS OVER GARAGES OR OUTSIDE (CANTLEVERED) SPACES 12A (ICO IN CLARISHOS

FLOOR NOTES

RIM BOARD PER FLOOR JOIST SYSTEM USED, START FIRST JOIST 16" FROM RIM BOARD ON ALL SIDE OF HOUSELING

MODULUS OF BLASTICITY FOR LAMINATED VENEER LUMBER (LVL) IS 1.7x1,000,000 OR 1.96 MODULUS OF ELASTICITY FOR LAMINATED

ečě. 1 SO 000,000, Txčč. 1 či (JŽJ) SESMUJ CHASTZ **DNO** 3/ TONGUE & GROOVE OSS OVER

CONVENTIONAL FLOOR JOISTS, PRODUCT TO ME STRUCTURE GOLD FROM LEVEL OR TOPNOTCH HIGH PERFORMANCE FROM LP. BASEMENT LANDINGS ONLY TO HAVE SE PLYWOOD

PROVIDE SUPPORT BLOCKING BEWEEN JOSES. 4-0" O.C. MAX, AND BENEATH BEARING PARTITIONS PARALLES TO THE SPAN OF THE JOST.

EXTEND ALL SPANNING MEMBERS 3" PAST THER SUPPORT BEAMS CENTERLINE TO PROVIDE A 4" OVERLAY WITH ADJACENT SPANNING MEMBER. 12) PLY LVL LAND LSL MEMBERS ARE TO FASTENED TOGETHER FEE THE FOLLOWING

METHOD 10000 LAG SCREWS STAGGERED TOP AND BOTTOM 16" O.C. AND

(3) OR MORE LVLASI, MEMBERS OR (2) OR MORE LVL/LSL/DIMBNSIONAL LUMBER MEMBERS AND STEEL PLATE(S) FOR THE PURPOSE OF A STRUCTURAL REAM SHALL RE PASTEME

TOGETHER IN THE FOLLOWING MANNER SIDE LOADED MISMBERS (MEMBERS HUNG ON SIDE OF BEAMS:

USE STOROLTS, 17 O.C. STAGGERED TOP AND BOTTOM AND PLACED A MINAMUM OF IT FROM

9.1 TOP LOADED MEMBERS OVEMBERS ING OVER BEAMI 9.2.1. USE KYR BOLTS Z/C O.C. STAGGERRD

TOP AND BOTTOM AND PLACED A MINIMUM OF IT FROM ANY EDGE. RASE ALL ZND FLOOR AND RANCH BLND BEAMS X" ABOVE TOP PLATE TO ENSURE A LEVEL CELING.

ALL CONCENTRATED LOADS SHALL BE TRANSPERRED TO THE FOUNDATION WALLS OR PERS VIA BEAMS, POSTS, AND/OR SOLID BLOCKING. ALLOWABLE NOTCHING IN PLOOR JOISTS. RAFTERS AND BEAMS ARE PER THE STEEDS CODE OF NEW YORK STATE SECTION REGILE.

(SAWN LIDABER! AS FOLLOWS: NOTCHES IN SOLID LIMBER JOSTS, RAFTERS, AND BEAMS SHALL NOT EXCÉED X OF THE DEPTH OF THE MEMBER. NOTCHES SHALL NOT BE LONGER THAN X

THE DEPTH OF THE ME NOTCHES SHALL NOT BE LOCATED IN THE MIDDLE IS OF THE SPAN. NOTCHES AT THE BNDS OF THE MEMBER

124 SHALL NOT BE EXCEED IS THE DEPTH OF THE MEMBER.

12.5 THE TENSION SIDE OF MEMBERS & OR GREATER IN NOMINAL THEODIESS SHALL NOT BE NOTCHED EXCEPT AT THE BHOS OF

WALL NOTES

DOUBLE 2s PLATE AT TOP OF WALL

X GYPSUM WALL BOARD. PITERIOR WALLS ARE 244 STUDS, 16" O.C. ILIN.O. EXTERIOR WALLS ARE 254 STUDS, 16" O.C. ILIN.O.

A DOPOSURE VINTE SIDING OVER A LAYER OF AR INFLITATION BARRIER OVER "L" CIS CIKE OMBTABLE

ALL HEADERS NOT MARKED SHALL SE (2) 244 ALL INTERIOR OFFICIAGE ARE 6-TOJS HIGH U.H.O. ANGLED WALLS ARE 4.9 LLNO.

PAGE TO FACE OF STUDILLICA VENSIONS FOR EXTERIOR WALLS ARE TO FACE

OF EXTERIOR SHEATHING (OR BRICK WHERE APPLICABLE VINO. APPLY ENTEROR SHEATHING ON ALL INSULATED

WALLS FACING UNCONDITIONED SPACES. INSTALL BRICK FREZE WHERE APPLICABLE.

ROOF NOTES

SHEATHING AT ROOF TO BE "A" COSE ROOF UNCESTAVAGHT TO BE 150 FELT FAPER SANGLE LAYER OF ICE AND WATER SHELD

LEASE 24" INSIDE THE EXTERIOR WALL LINE OF THE BUILDING (R905.2.7.1)

DOUBLE LAYER OF UNDERLAYMENT REQUIRED ON ROOF SLOPES OF 4:12 & UNDER. ASPRALT SHANGLES AS SELECTED.

VENTLATED VENYL SOFFIT AT ALL HOREONTAL

ALL ROOF OVERHANGS ARE 1'-0", MEASURED FROM PACE OF EXTERIOR SHEATHING, BRICK, FIC... U.N.O.

LAKO.

ON CENTER

TOP OF WALL

CENTER UNE

PLATE

TOP OF CONCINETE

TONGUE AND GROOM

LAMINATED VEHICLE UMARE

LAMINATED STRAND LUMBER

MARRANO/MARC EQUITY CORPORATION

ORIENTED STRAND BOARD

TOP OF

oc.

T.O.W.

LO.C.

ᇿ

PL.

TLG

LVL

EJ.

023

MAKE

īΩ

244 COLLAR TIES 48" O.C.

USE 2x10 AT ALL HOPS U.N.C. PURLING ARE LOCATED DIRECTLY BELOW THE RAFTERS AND ARE TYPICALLY BRACED TO

BEARING WALLS ON BEAMS WITH 2WS 48" O.C.

MINIMUM ANGLE FROM HORZONTAL PLANE

FOP ALL BRACING IS 45°. DIMENSIONS FOR RAFTER SPANS ARE SHOWN AS THE UNSUPPORTED HORSONTAL RUNL SUNLO.

LUMBER SPECIES

ALL LUMBER TO BE A MINIMUM OF #2 GRADE. 216 NOMINAL LUMBER:

UP TO 20-0" LONG TO BE SPRUCE OF OVER 20-0" LONG TO BE DOUGLAS FIEL

216 NOMINAL HUMBE UP TO 207-0" LONG TO BE SPRUCE OR HEALER

OVER 20-0" LONG TO BE DOUGLAS FIEL 2x10 NOMINAL LUMBER

UP TO 20-0" LONG TO BEHOW-FIR OVER 20-0" LONG TO BEDOUGLAS FIEL 2d2 NOMINAL IIIMER

UP TO 20-0" LONG TO BE HEM-PH OR 51. DOUGLAS FIR.

52 OVER 20-0" LONG TO BE DOUGLAS FIR.

JUB DECK NOTES (IF PURCHASED)

(2) LAYERS OF 32" TAG PLYWOOD, STAGGER

SQUARE EDGE AT FROM EDGE OF DECK UNIO. TOP OF DECK TO BE 22" OFF OF SUBFLOOR ILMO

244 CLEAT AT PERIMETER TO SUPPORT DECK CERAMIC THE AT PLATFORM FACE AND TOP OF OBCX U.N.O.

TILE UP WALL TO VANITY BACKSPLASH KIBGHT



CLUBHOUSE

a 04733

ROFESSIONAL

3/5/09

CENTRAL SQUARE VILLAS

LANCASTER

MODEL: CLUBHOUSE **ELEVATION:** HAND OF HOUSE CONTRACT DATE: JOB CODE: SALES: DRAFTING: ESTIMATING: COORDINATION: PRODUCTION: SPEC REVISION:

1ST FLOOR GROSS: 1248 S.F. 2ND FLOOR GROSS: N/A CLERESTORY SPACE: N/A GARAGE: N/A PORCH(FS): 296 S.F. BASEMENT SLAR-124B S.F. GARAGE SLAB: N/A

TYPICAL RISER COUNT AND HEIGHT								
			TYPICAL CEIUNG HEIGHTS		TYPICAL CEIUNG HEIGHTS			
FLOOR SYSTEM	7-0" BASEMENT ^{1 3 8}	6-0. BYZEWBU ₉	F-IT BASEMENT ³	8"-1" 1ST/2HD FLOORS	F-1" 151/2000 (LOOS)	16°-1" 187/2ND FLOORS		
% TAG OSS DECIDIO OVER 2x10	13 @ 7.30 EACH (97次]	13 @ 8.00" EACH (104")	15 @ 7.73" EACH (1147)	14 @ 7.64" EACH (1077)	15 @ 7.93 EACH [119]	17 @ 7.J1"EACH (131")		
%"TAG OSS DECIGNG OVER 2x12	13 @ 7.45" EACH (99)[7]	14 @ 7.57" EACH (106")	15 @ 7.87" EACH (1181)	14 @ 7.79" EACH (109")	15 @ B.D.T EACH (1217)	17 @ 7.82" EACH (1337)		
% IF OR DECKNIC OAN 11% IN	13 @ 7.70" EACH (100)(5)	14 @ 7.62" EACH (106%)	15 @ 7.91"EACH [118%]	14 9 7.83" EACH (109%)	16 @ 7.40" EACH (121%)	17 @ 7.86" EACH (1335)		
AL APO COS DECUMO CASE IL AT	13 @ 7.88" EACH (1025(1)	14 8 7.77" EACH (108 %)	15 @ 8.05" EACH (120%)	14 @ 7.96" EACH (\$111\$C)	16 @ 7.73" EACH [1213/7]	17 @ 7.97 EACH [135](7)		
NOTES:								
The same of the sa								

(2) SEL PLATES REQUIRED AT TOP OF CONCRETE WALL

TOP OF BASEMENT SLAB IS 1" ABOVE TOP OF FOOTING

RASPARAT SLARS ARE SÃO THICK, RISERS WILL NEED TO BE RECALCULATED FOR DIFFERENT FLOOR SLAB DICCINESSES

MUNICIPIES DI PAREMINESE ABOVE REPRÉSENT THE OVERALL HEIGHT (CONCRETE TO COR), DOTE THAT IF HARDWOOD ROOK OR CERANIC IS PURCHASED, APPROPRIATE ADDRICHS MUST BE MADE AND THE EXTENT RECALCUL ATRO

SYMBOLS AND ABBREVIATIONS UNLESS NOTED OTHERWISE

⊚

SMOKE DETECTOR

SMORP/CARRON MONOXOR DETECTOR

SHEET

FRST FLOOR PLAN SECOND RUDOR FLAN ROOF PLAN SION BLEVATIONS SECTION A SECTION 6

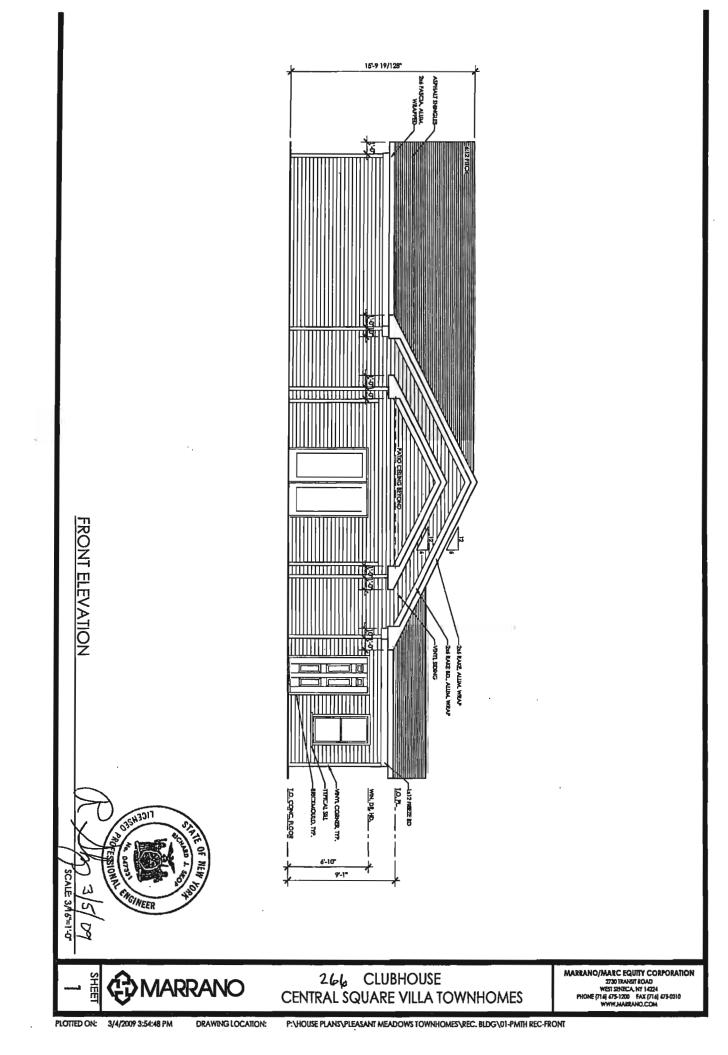
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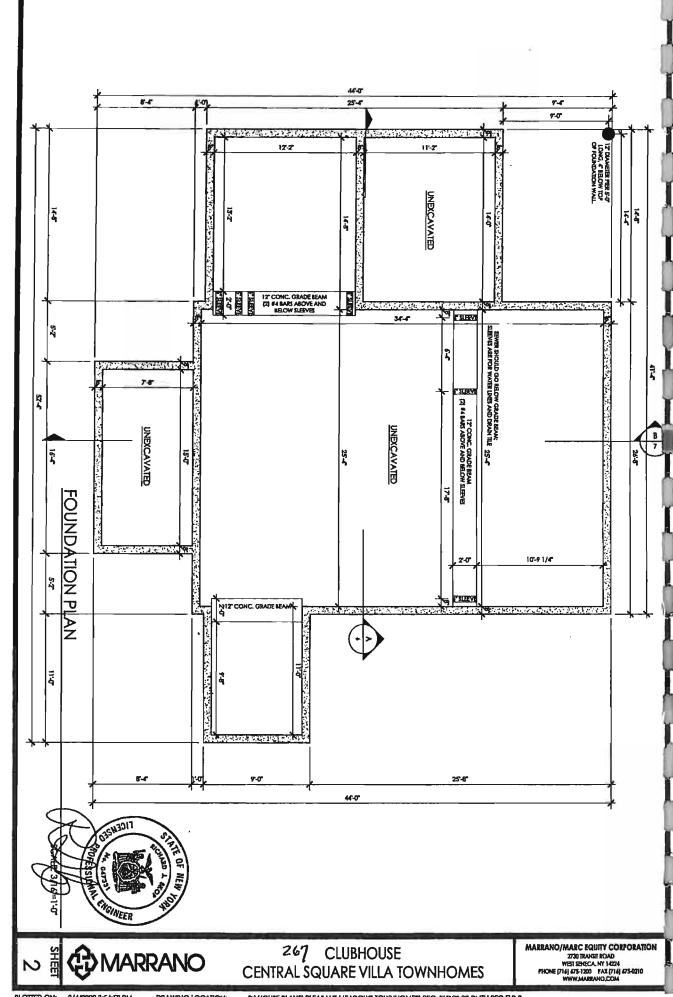
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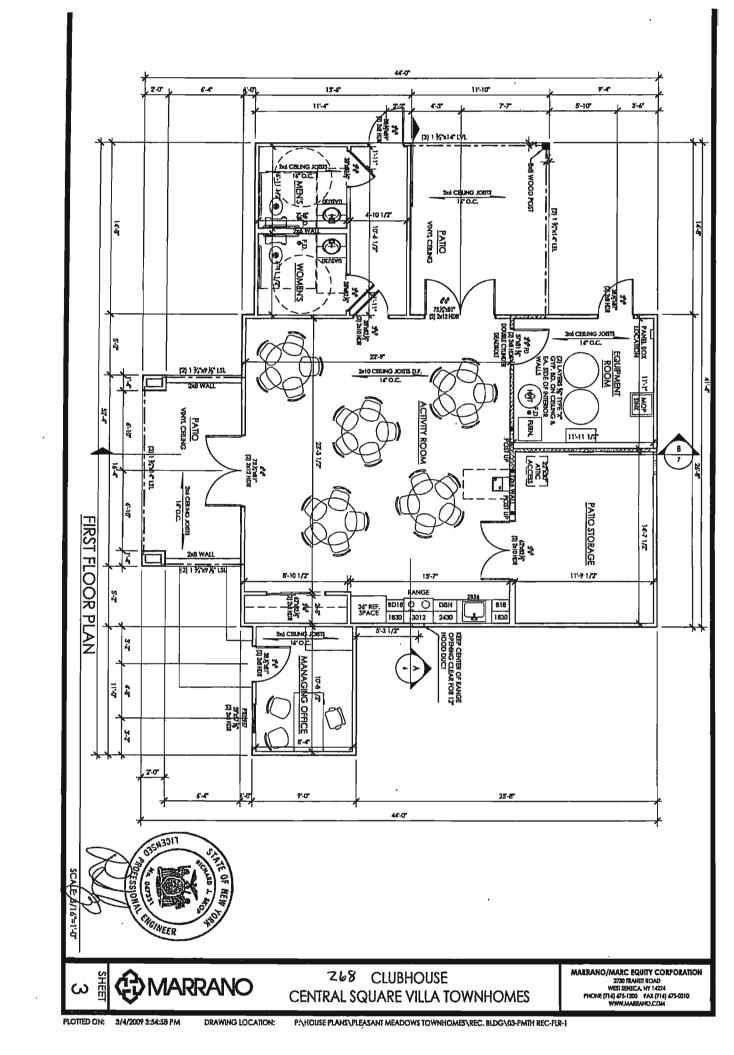
FRONT ELEVATION

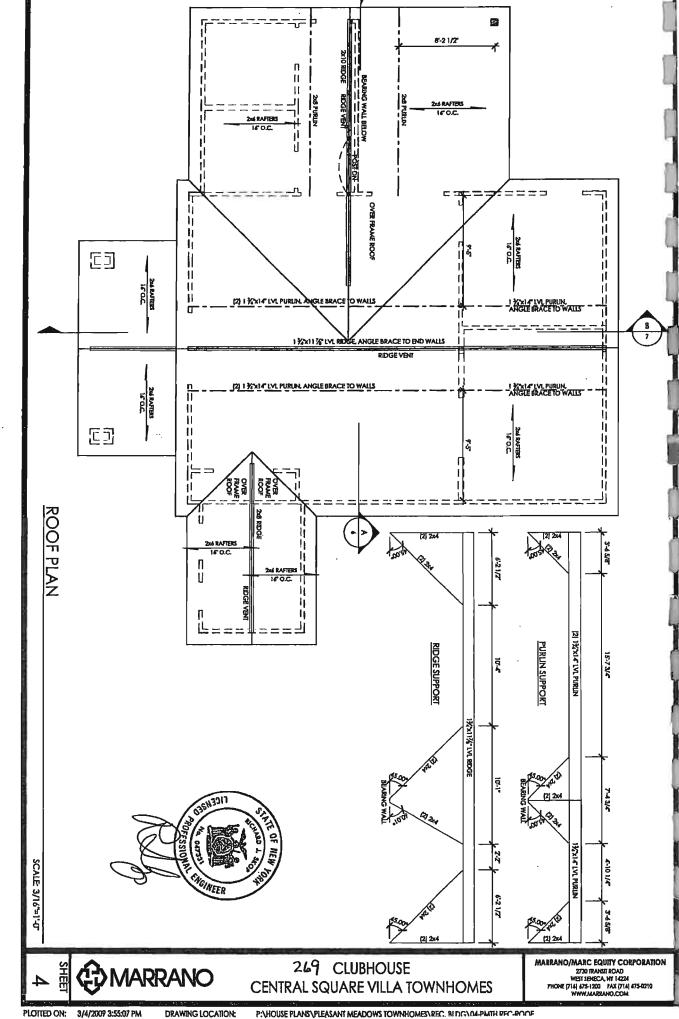
FOUNDATION PLAN

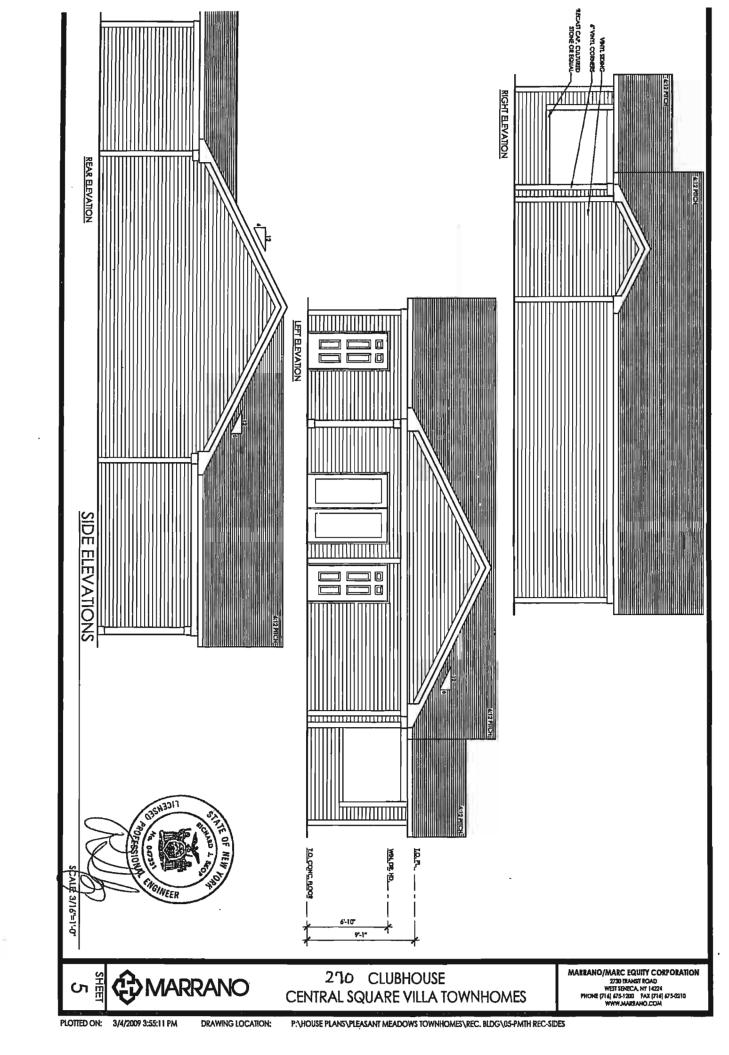
FOUNDATION WALL DETAIL

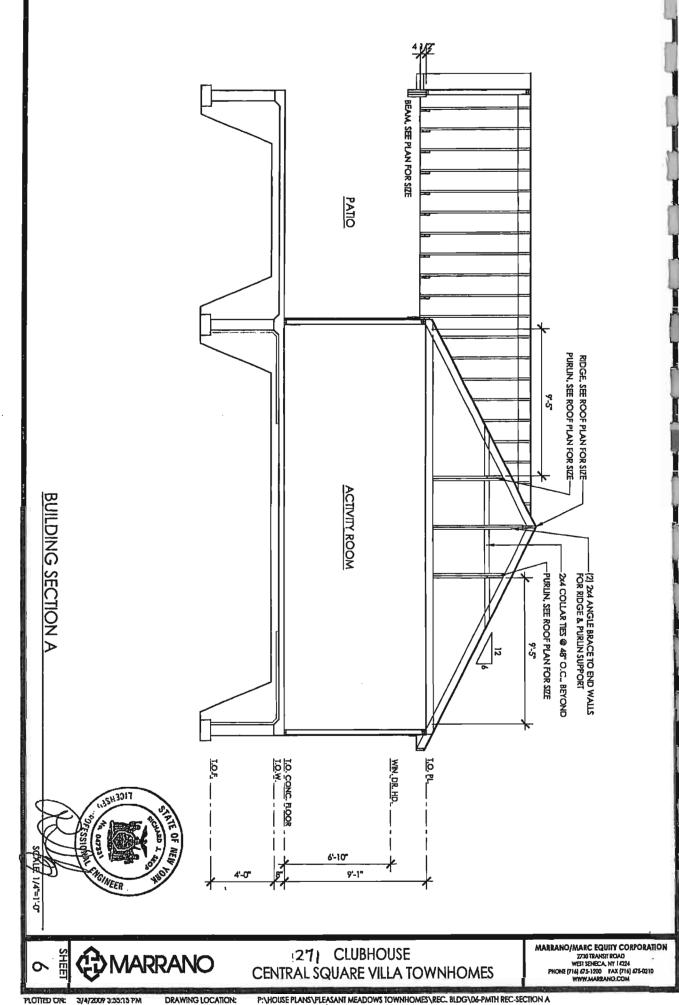


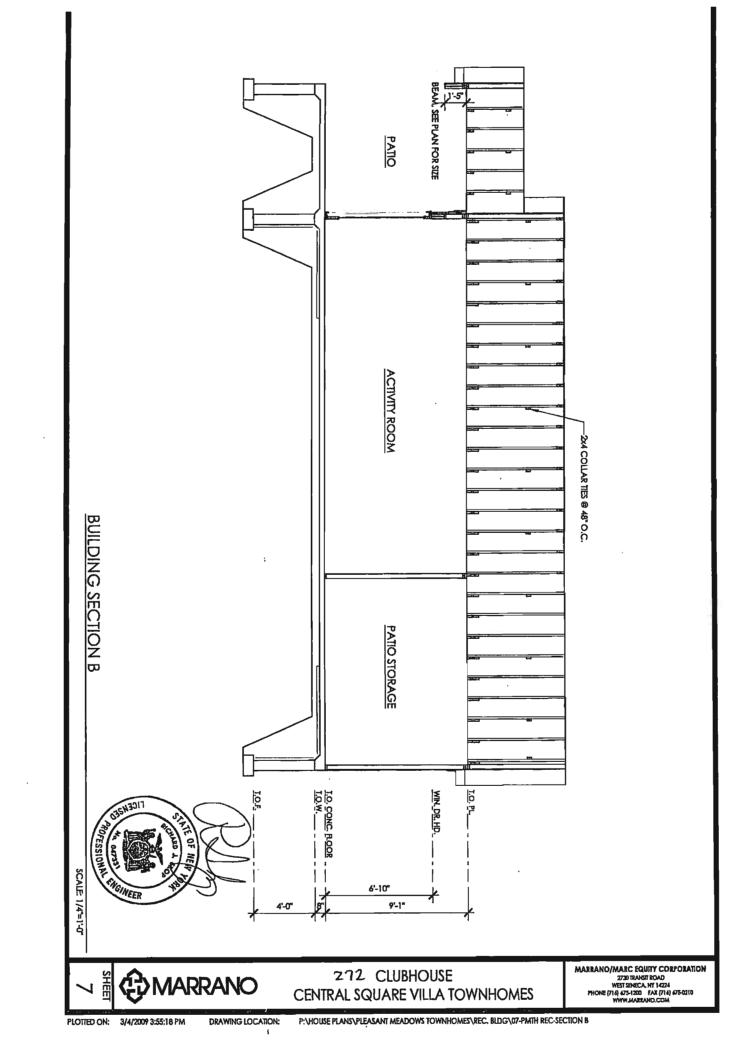






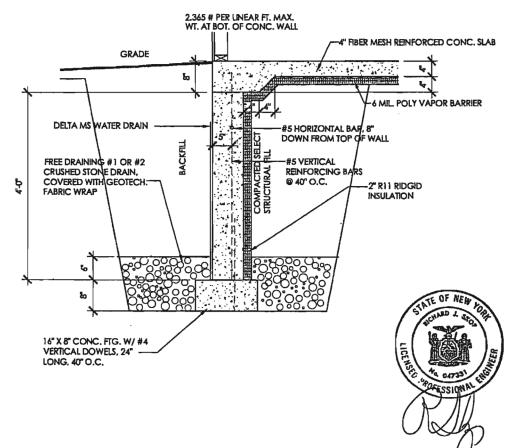






SCALE: 3/4"=1'-0"

REBAR ALSO AROUND CORNERS AND AT JUMPS.



FOUNDATION WALL DETAIL

Issued: 3/5/09

THE MARRANO/MARC EQUITY CORPORATION SPECIFICATIONS FOR

CENTRAL SQUARE VILLAS CLUBHOUSE

PURCHASER:

ADDRESS:

CODE:

COORDINATOR:

DRIVEWAY:

DATE MAILED:

GENERAL DESCRIPTION - ALL TRADES

CODE #

- 1. Building to Include:
 - a. 1,248 Square Feet of Floor Area
 - b. Managing Office
 - ~ 3'-0 Therma Tru Smooth Star S206 Fiberglass Door
 - Dull Brass Hinges & Aluminum Sill
 - c. Activity Room
 - ~ (2) Commercial Grade 6'-0 x 6'-8 Double Outswing Doors
 - ~ Kitchen Area
 - ~ Closet with Bi-pass Doors
 - d. Equipment Room
 - ~ 3'-0 Therma Tru Smooth Star S210 Door
 - Dull Brass Hinges & Aluminum Sill
 - 3'-0 FF-21 6-Panel Steel Fire Door at Equipment Room /
 Activity Room
 - Dull Brass Hinges & Aluminum Sill
 - Fire Rated Taped Drywall No Trim No Painting No Flooring Insulated Exterior Walls – Sound Reduction Insulation at Walls adjoining Activity Room & Patio Storage Room
 - Houses Fumace, Hot Water Tank, Sump, Laundry Tray and Electrical Panel Box

Clubhouse

- e. Patio Storage Room off Activity Room
 - 5'-0 x 6'-8 Double Hardboard Doors with T-astragal &
 Surface Bolt with Privacy Knob on Active Door Only
 - ~ Finished Drywall Painted Walls VCT Flooring
- f. (2) Half Baths
 - 3'-0 Therma Tru Smooth Star S206 Fiberglass Door at Bath Hall to Exterior
 - Dull Brass Hinges & Aluminum Sill
 - ~ Hardboard Door with Privacy Lock at Bath Hall / Activity Room
- g. 9'-0 Finished Ceilings
 - Dropped Ceiling Tiles with Fluorescent Fixtures Throughout,
 Including Equipment Room & Patio Storage Room
- h. 7/16" OSB Sheathing Board Roof and Side Walls
- i. Slab on Grade
- j. Security System
- k. Pella Encompass Vinyl Window in Managing Office
 - ~ White Exterior & Interior
 - ~ No Insert

Central Square Villas Clubhouse	Page 3	Issued: 3/5/09	
WINDOWS	Pella Encompass Vinyl Insulated Double Hung Window		
12	a. Managing Office: (1) Double Hung		
PATIO DOORS 13	(2) 6'-0 Double Outswing Commercial Grade Doors off Activity Room		
INSERTS & SCREENS	1. No Inserts		
14	2. Screen at Double Hung Window in Mana	aging Office	
DOORS	1. (2) Therma Tru Smooth Star S206 Fiber	glass Doors	
15	a. (1) Managing Office & (1) Half Bath I	Hall to Exterior	
	2. (1) Therma Tru Smooth Star S210 Fiber	glass Door	
	a. Equipment Room Entry		
	3. (1) FF21 Steel Fire Door at Equipment F	Room / Activity Room	
a. Factory Finished Frame – Door to be Painted by Big4. Door Hardware:		Painted by Big "L" Dist.	
	a. (3) Exterior Doors & (1) Fire Door:		
	 Schlage Plymouth Key-n-Knobs w Antique Brass Finish 	ith Double Cylinder Deadbolts -	
	b. Interior Doors: Schlage Plymouth Kr	nobs – Antique Brass Finish	
ROOFING	1. 3-in-1 Butt Tab		
25	2. Roof Vents and/or Ridge Vents as per P	lan	
	3. Ice Shield at Gutter Areas Only	•	
	4. (2) Covered Patios off Activity Room		
SIDING	Vinyl Siding - Double 4"		
26	2. Maintenance Free Soffit System		
Vinyl Ceilings at (2) Covered Patios off Activit		activity Room	

ALL TRADES - SEE GENERAL DESCRIPTION

	Issued: 3/5/09	
2. Central Air Conditioning		
 b. Kohler K-4304-0/4645-0 Power Flush White Bemis 170000 Seats 2. Kitchen Area in Activity Room: a. ProFlo PFT252273 25 x 22 Stainless Steel ~ Kohler K-P15171-F-CP Chrome Faucet ~ Chrome Strainer b. Dishwasher Hook-up c. Whirlpool GC1000 Garbage Disposal d. Water Line with Shut Off to Refrigerator e. No Gas Line to Range Area 3. Equipment Room: a. ProFlo PFZ199624 24 x 24 x 10 Mop Basin Chrome Service Faucet b. A.O. Smith AGVCL40 Natural Gas Hot Water c. Liberty 237 1/3hp Sump Pump 	e Toilets with Sink with Cen 897RCF	
	 a. Including Equipment Room & Patio Storag 2. Central Air Conditioning a. Including Equipment Room & Patio Storag 3. Honeywell TH4110 Set-Back Thermostat 4. Add Ductwork for: a. Kitchen Hood Fan b. (2) Half Baths – Broan #671 70 CFM Fans c. Exhaust Fans Vent to Roof Jacks 5. Venting for 40 Gallon Hot Water Heater 1. (2) Half Baths: a. ProFlo 194RWH 19" Round White Sinks ~ Kohler K-P15182-FD-CP Chrome Fauce b. Kohler K-4304-0/4645-0 Power Flush White Bemis 170000 Seats 2. Kitchen Area in Activity Room: a. ProFlo PFT252273 25 x 22 Stainless Steel ~ Kohler K-P15171-F-CP Chrome Faucet ~ Chrome Strainer b. Dishwasher Hook-up c. Whirlpool GC1000 Garbage Disposal d. Water Line with Shut Off to Refrigerator e. No Gas Line to Range Area 3. Equipment Room: a. ProFlo PFZ199624 24 x 24 x 10 Mop Basin Chrome Service Faucet b. A.O. Smith AGVCL40 Natural Gas Hot Water 	 a. Including Equipment Room & Patio Storage Room 2. Central Air Conditioning a. Including Equipment Room & Patio Storage Room 3. Honeywell TH4110 Set-Back Thermostat 4. Add Ductwork for: a. Kitchen Hood Fan b. (2) Half Baths – Broan #671 70 CFM Fans c. Exhaust Fans Vent to Roof Jacks 5. Venting for 40 Gallon Hot Water Heater 1. (2) Half Baths: a. ProFlo 194RWH 19" Round White Sinks ~ Kohler K-P15182-FD-CP Chrome Faucets b. Kohler K-4304-0/4645-0 Power Flush White Toilets with Bemis 170000 Seats 2. Kitchen Area in Activity Room: a. ProFlo PFT252273 25 x 22 Stainless Steel Sink ~ Kohler K-P15171-F-CP Chrome Faucet ~ Chrome Strainer b. Dishwasher Hook-up c. Whirlpool GC1000 Garbage Disposal d. Water Line with Shut Off to Refrigerator e. No Gas Line to Range Area 3. Equipment Room: a. ProFlo PFZ199624 24 x 24 x 10 Mop Basin with Cen 897RCF Chrome Service Faucet b. A.O. Smith AGVCL40 Natural Gas Hot Water Heater c. Liberty 237 1/3hp Sump Pump

with Trap Primers on Floor Drain

6. (3) 3" Floor Drains - (1) in Equipment Room, (1) in Each Half Bath

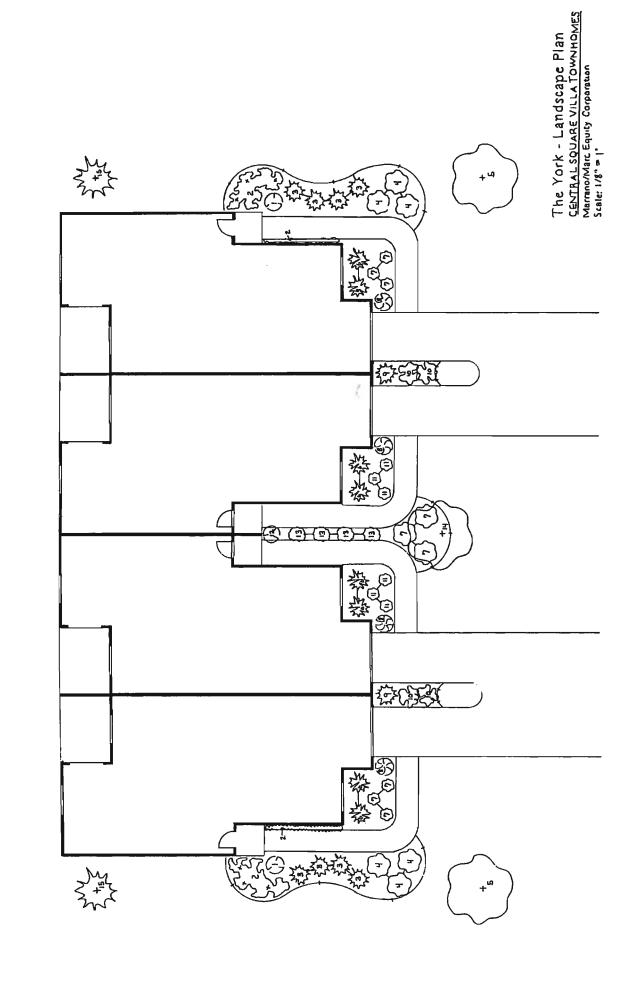
Central Square Villas Clubhouse	Page 5	Issued: 3/5/09			
PLUMBING (Cont'd)					
	7. PVC Wastes and Vents Above / Below Floor, Run Outside				
	8. Type "CPVC" Water Lines above Floor				
	9. 1" K Copper Water Main Run into Equipm	ent Room			
ELECTRICAL	Wire for Basic Exhaust Fans in (2) Half Ba	aths			
29	2. GFCI Protected Outlets in Kitchen & (2) H	lalf Baths			
	3. (2) Exterior GFCI Protected Weatherproof Outlets				
	4. 30" Hood Fan above Range				
	5. Hook-up Dishwasher				
	6. Electrical for Disposal				
	7. Wire for Central Air Conditioning				
	8. 150 AMP Service				
	9. 220 Line to Range Area				
	10. Fluorescent Fixtures in Dropped Ceiling 1	Files Throughout,			
	Including Equipment Room & Patio Storag	ge Room			
	11. Exterior Lights at Managing Office, Patio	Doors, Half Bath Hall Exterior			
	Entry & Equipment Room				
AUDIO / VIDEO	1. (2) Phone Outlets				
29	a. (1) Managing Office, (1) Exterior at Ha	olf Bath Wall for Restricted Use			
	Emergency Phone				
	2. (2) Cable TV Outlets				
	a. (1) Managing Office, (1) Activity Room				
NSULATION	Firewall per Plan				
35	2. Throughout - With 2 Mil Polywrap: R-13 V	Valls (3 3/8"); R-38 Ceiling			
	3. Insulate Equipment Room Exterior Walls				
	4. Sound Reduction Insulation at Equipment	Room Walls adjoining			
	Activity Room and Patio Storage Room				
•	5. Styrofoam Baffles in Rafter Bays at Soffit				

ALL TRADES - SEE GENERAL DESCRIPTION

Central Square Villas Clubhouse	Page 6	Issued: 3/5/09		
WALLBOARD	1. Firewall per Plan			
36	2. Board Complete Building			
	 Fire Rated Taped Drywall in Equipme 	ent Room		
	3. Dropped Ceiling Tiles Throughout, Include	ling Equipment Room &		
	Patio Storage Room			
	4. Activity Room Bi-pass Closet Door Open	ing - Metal Corner Bead Inside		
	Corner Only			
GUTTERS	1. 5" Aluminum with 3" Conductors			
24				
SHEET VINYL	VCT Flooring Throughout, Including Pation	o Storage Room		
42	a. EXCLUDES Equipment Room	-		
	2. MDF Base and Shoe Molding Throughou	t, Including Patio Storage Room		
	a. EXCLUDES Equipment Room			
APPLIANCES	1. Whirlpool Appliances:			
41	a. Dishwasher – DU915PWS			
	b. Microwave/Hood/Fan Combo – MH11	170XS		
	c. Range – Electric - WFE361LV			
	d. Refrigerator – W2RXEMMW			
CABINETS	1. Kitchen & (2) Half Baths			
40	a. Homecrest Fulton Oak Finish Square	Recess Panel Door Cabinets		
	& Vanities with Handles or Knobs			
	b. No Cabinet above Refrigerator			
TRIM	Interior Doors – Safe & Sound Smooth 6-	Panel Hardboard Throughout		
18 - 19	2. MDF Colonial Casing and Base Througho	ut, Including Patio Storage Room		
	a. EXCLUDES Equipment Room			
	3. Activity Room Closet Opening Cased with	Side Jambs, Casing Side		
	and Top – Room Side Only			

Page 7	Issued: 3/5/09
1. EXTERIOR:	
a. Doors at Managing Office, Half Baths	Exterior Entry & Equipment Room
2. INTERIOR:	
a. Paint	
1. Interior Walls Throughout, Includi	ng Patio Storage Room
(1) Color Throughout – (2) Coat F	Flat Finish
a. <u>DO NOT PAINT</u> Equipment Ro	oom Walls
2. MDF Interior Trim	
3. Interior Doors – Safe & Sound 6-F	Panel Hardboard
3. <u>DO NOT PAINT</u> Fire Door at Activity Ro	om / Equipment Room
Towel Bars and Paper Holders in (2) Ha	alf Baths
Plastic Laminate - Kitchen and (2) Half I	Baths
a. Allowance: Formica	
b. Oval Sinks in (2) Half Baths	
1. (2) Half Baths: 30" x 42"	
(2) Patios off Activity Room	
a. (1) 16'-4 wide x 8'-4 deep	
b. (1) 14'-8 wide x 11'-10 deep	
Ventilated Vinyl Coated Wire Shelving in	Activity Room Closet
	1. EXTERIOR: a. Doors at Managing Office, Half Baths 2. INTERIOR: a. Paint 1. Interior Walls Throughout, Includi (1) Color Throughout — (2) Coat F a. DO NOT PAINT Equipment Ro 2. MDF Interior Trim 3. Interior Doors — Safe & Sound 6-F 3. DO NOT PAINT Fire Door at Activity Ro 1. Towel Bars and Paper Holders in (2) Half a. Allowance: Formica b. Oval Sinks in (2) Half Baths 1. (2) Half Baths: 30" x 42" 1. (2) Patios off Activity Room a. (1) 16'-4 wide x 8'-4 deep b. (1) 14'-8 wide x 11'-10 deep

Landscape Plans

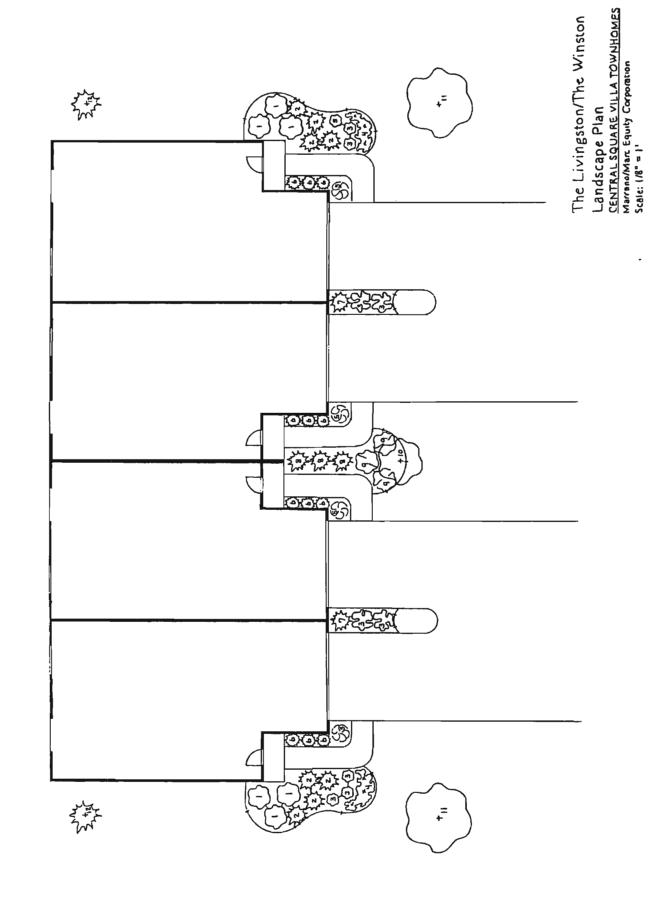


CENTRAL SQUARE VILLAS YORK LANDSCAPE PLANTING LIST

MAP#	QTY	PLANT NAME	SIZE
1	2	PYRAMIDAL BOXWOOD	24-30"
2	16	PERENNIALS	1 GAL.
3	8	DWARF NORWAY SPRUCE / BIRD'S NEST SPRUCE	15-18"
4	6	SPIREA / DWARF LILAC / WEIGELA	15-18"
5	2	LARGE SHADE TREE	2-2½ CAL.
6	8	LARGE EVERGREEN SHRUB	24-30"
7	9	SMALL FLOWERING SHRUB	15-18"
8	4	GRASSES	2 GAL.
9	2	UPRIGHT JUNIPER	4-5'
10	4	SPIREA	15-18"
11	6	SMALL EVERGREEN SHRUB	15-18"
12	1	UPRIGHT EVERGREEN SHRUB	24-30"
13	4	BOXWOOD	15-18"
14	1	RIVER BIRCH / TREE LILAC	7-8'
15	2	EVERGREEN	7-8'
16	1	SMALL FLOWERING TREE	1¾ -2 CAL.

- · TOPSOIL
- · SHREDDED HARDWOOD MULCH
- BLACK POLY EDGING
- HYDRO SEED LAWN AREAS
- · EACH TREE WILL BE STAKED AND WIRED
- · A RING OF MULCH WILL BE SCRIBED AROUND THE BASED OF EACH TREE

^{*}NOTE: Plant substitutions to be made depending on plant availability and variation between units/buildings.

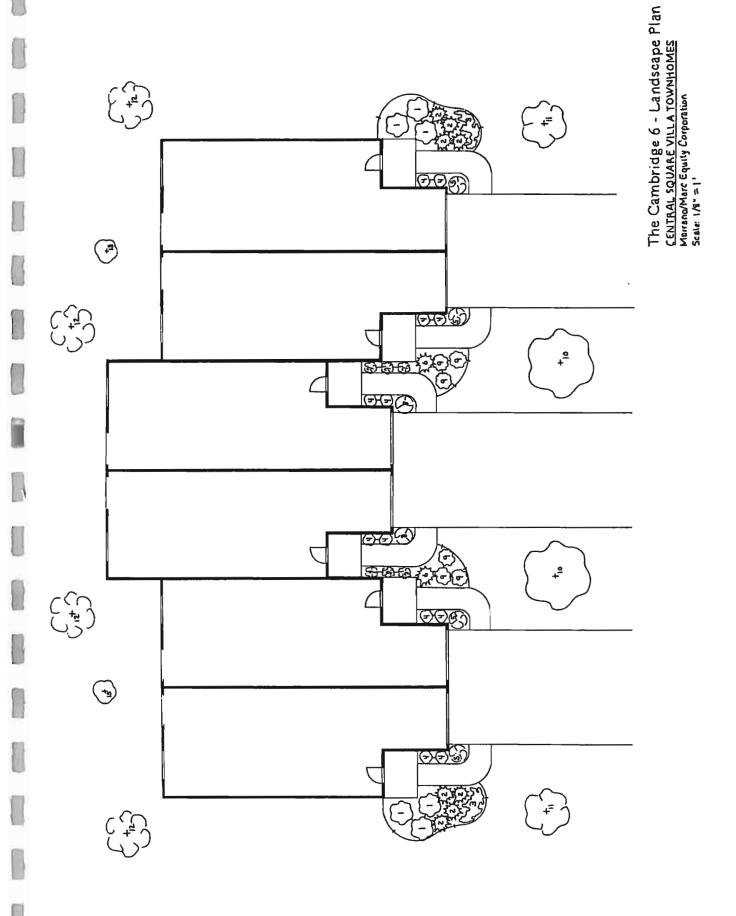


CENTRAL SQUARE VILLAS LIVINGSTON AND WINSTON LANDSCAPE PLANTING LIST

MAP#	QTY	PLANT NAME	SIZE
1	6	ROSE OF SHARON / LILAC / BURNING BUSH	24-30"
2	8	DWARF NORWAY SPRUCE / BIRD'S NEST SPRUCE	15-18"
3	10	SPIREA / DWARF LILAC / WEIGELA	15-18"
4	12	PERENNIALS	1 GAL.
5	4	GRASSES	2 GAL.
6	12	SMALL EVERGREEN SHRUB	15-18"
7	2	UPRIGHT JUNIPER	4-5'
8	3	EVERGREEN SHRUBS	21-24"
9	3	SMALL FLOWERING SHRUB	15-18"
10	1	RIVER BIRCH / TREE LILAC	7-8'
11	2	LARGE SHADE TREE	2-2½ CAL.
12	2	EVERGREEN	7-8'
13	1	SMALL FLOWERING TREE	1½-2 CAL.

- · TOPSOIL
- · SHREDDED HARDWOOD MULCH
- · BLACK POLY EDGING
- · HYDRO SEED LAWN AREAS
- EACH TREE WILL BE STAKED AND WIRED
- · A RING OF MULCH WILL BE SCRIBED AROUND THE BASED OF EACH TREE

^{*}NOTE: Plant substitutions to be made depending on plant availability and variation between units/buildings.

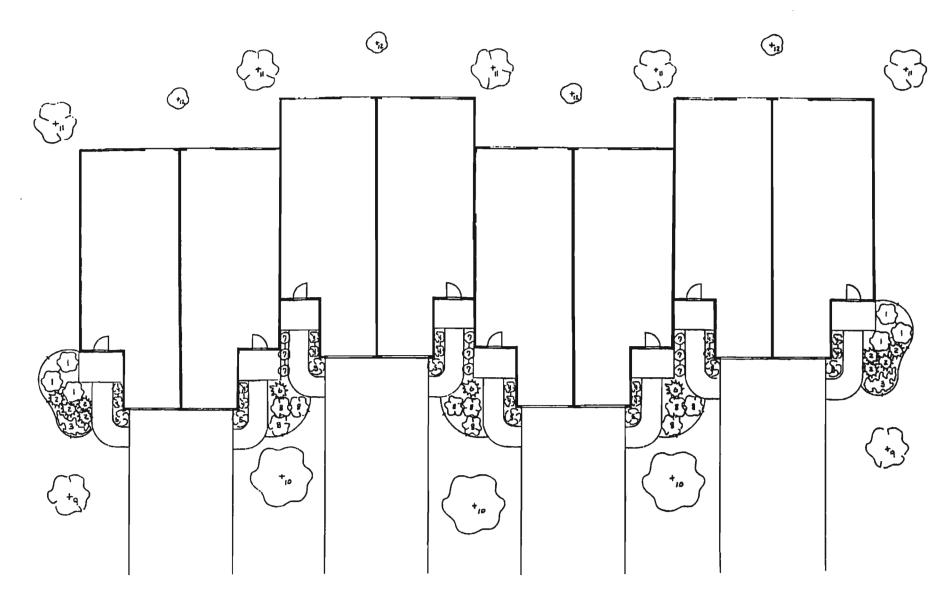


CENTRAL SQUARE VILLAS CAMBRUIDGE – 6 UNIT LANDSCAPE PLANTING LIST

MAP#	QTY	PLANT NAME	SIZE
1	6	ROSE OF SHARON / LILAC / BURNING BUSH	24-30"
2	8	DWARF NORWAY SPRUCE / BIRD'S NEST SPRUCE	15-18"
3	12	PERENNIALS	1 GAL.
4	12	SMALL EVERGREEN SHRUB	15-18"
5	4	GRASSES	2 GAL.
6	2	UPRIGHT JUNIPER	4-5'
7	6	BOXWOOD	15-18"
8	2	PYRAMIDAL BOXWOOD	24-30"
9	6	SPIREA / DWARF LILAC / WEIGELA	15-18"
10	2	LARGE SHADE TREE	2-2½ CAL.
11	2	RIVER BIRCH / TREE LILAC	7-8'
12	4	SMALL FLOWERING TREE	1½ -2 CAL.
13	2	LARGE FLOWERING SHRUB	30-36"

- · TOPSOIL
- · SHREDDED HARDWOOD MULCH
- BLACK POLY EDGING
- · HYDRO SEED LAWN AREAS
- EACH TREE WILL BE STAKED AND WIRED
- · A RING OF MULCH WILL BE SCRIBED AROUND THE BASED OF EACH TREE

^{*}NOTE: Plant substitutions to be made depending on plant availability and variation between units/buildings.



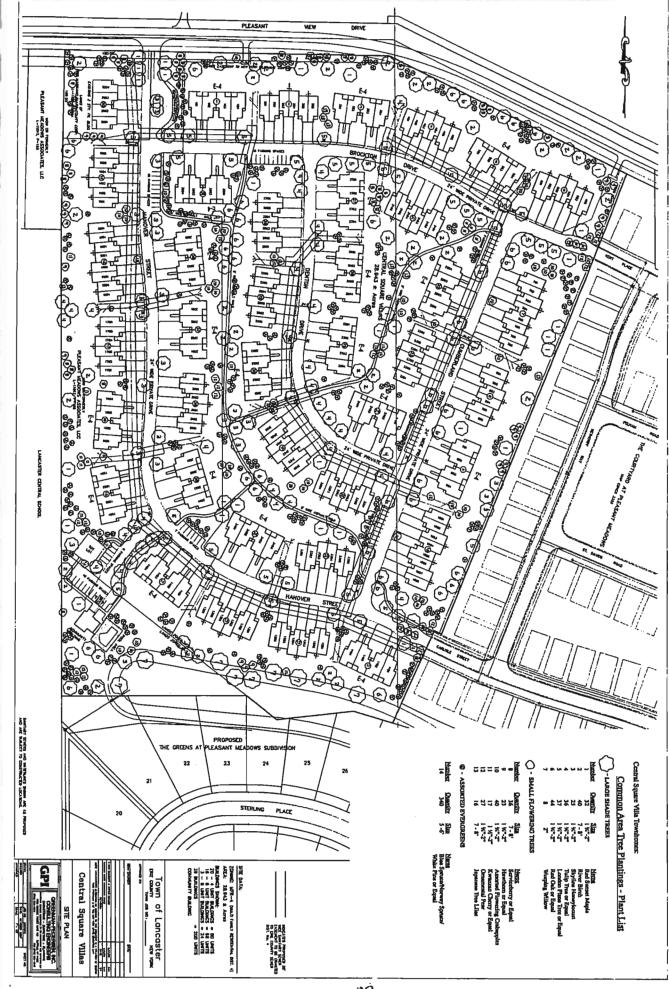
The Cambridge 8 - Landscape Plan CENTRAL SQUARE VILLA TOWNHOMES Marrane/Marc Equity Corporation Scale: 1/8" = 1"

CENTRAL SQUARE VILLAS CAMBRUIDGE – 8 UNIT LANDSCAPE PLANTING LIST

MAP#	QTY	PLANT NAME	SIZE
1	6	ROSE OF SHARON / LILAC / BURNING BUSH	24-30"
2	8	DWARF NORWAY SPRUCE / BIRD'S NEST SPRUCE	15-18"
3	12	PERENNIALS	1 GAL.
4	16	SMALL EVERGREEN SHRUB / BARBERRY	15-18"
5	8	GRASSES	2 GAL.
6	3	UPRIGHT JUNIPER	4-5'
7	9	BOXWOOD	15-18"
8	9	SPIREA / POTENTILLA / WEIGELA	15-18"
9	2	RIVER BIRCH / TREE LILAC	7-8'
10	3	LARGE SHADE TREE	2-2½ CAL.
11	5	SMALL FLOWERING TREE	1½-2 CAL.
12	4	LARGE FLOWERING SHRUB	30-36"

- · TOPSOIL
- · SHREDDED HARDWOOD MULCH
- · BLACK POLY EDGING
- HYDRO SEED LAWN AREAS
- · EACH TREE WILL BE STAKED AND WIRED
- · A RING OF MULCH WILL BE SCRIBED AROUND THE BASED OF EACH TREE

^{*}NOTE: Plant substitutions to be made depending on plant availability and variation between units/buildings.



RE: CENTRAL SQUARE VILLAS
TOWN OF LANCASTER, NEW YORK

This letter shall seek to explain to you the procedures in the Town of Lancaster, New York, for obtaining approval of building plans and by extension thereof, the reasons why the Sponsor of the referenced project cannot obtain such approvals in advance.

As a means of background, this project consists of 200 condominium units to be constructed in 39 separate townhome style buildings to be constructed thereon. The development will contain 20 4-unit buildings, 16 6-unit buildings and 3 8-unit buildings. The proposed development is located in the Town of Lancaster, New York. The Sponsor is offering four (4) model types. Each model is slightly different depending on its location in the building. Therefore, the Sponsor will not know which will be constructed until the purchaser reaches an agreement with the Sponsor for a specific model to be constructed in the building and location in the building of their choice.

In order to obtain approval of building plans in the Town of Lancaster, a builder must submit a complete set of building plans to the Town Building Department, together with an application for building permit, payment of a substantial fee, a plot plan showing the location of the building to be constructed and soil bearing test results from the project engineer. Only after all of these items are submitted will the Town of Lancaster Building Department review and approve the plans and issue a building permit.

In the case of Central Square Villas, it would be impossible to obtain pre-approval of building plans from the Town of Lancaster Building Department until prospective purchasers make their individual selections relative to the model home to be built in the building and location of their choice. This shall confirm that this project has received preliminary concept approval from the Town of Lancaster Planning Board. This shall also confirm that a Site Plan for this project was filed in the Erie County Clerk's Office on _(pending)_.

This shall also confirm that this project is in compliance with all applicable State and local residential zoning laws, and that the plot plan for the models and buildings to be built will evidence compliance with all setback and other legal requirements, together with local and state building codes.

Richard A. Huth. PLS

Subscribed and sworn to before

me this 7th day of April, 2009

CLIFFORD D. KRUMM, JR.
Notary Public, State of New York
Qualified in Erie County #4781751

My Commission Expires August 31, 2029.

DECLARATION OF CONDOMINIUM

AND OF

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

- CENTRAL SQUARE VILLAS -

ESTABLISHING CENTRAL SQUARE VILLAS

TOWN OF LANCASTER, COUNTY OF ERIE, STATE OF NEW YORK

PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK

NAME: Central Square Villas

SPONSOR: The Marrano/Marc Equity Corporation

2730 Transit Road

West Seneca, New York 14224

DATE OF

DECLARATION: ______, 2009

BLOCK, COLUCCI, LONGO, P.C. Attorneys for Sponsor One Niagara Square Buffalo, New York 14202 (716) 854-4080

DECLARATION OF CENTRAL SQUARE VILLAS

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DECLARATION OF CENTRAL SQUARE VILLAS

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DECLARATION ESTABLISHING CENTRAL SQUARE VILLAS

WHEREAS, the Sponsor as hereinafter identified is the owner of real property which the Sponsor desires to develop as a residential condominium known or to be known as "Central Square Villas" (the "Condominium"); and

WHEREAS, the Sponsor desires to provide for the preservation of the values and amenities in said Condominium and for the maintenance of common elements and to protect each Owner of a Unit in the Condominium against depreciation in the value and aesthetic quality of such Units, and to provide generally for the preservation of a residential Condominium of the highest quality and character, all of the foregoing being purposes of this Declaration; and, to this end, desires to subject the real property described in Schedule A annexed hereto to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each present and future owner thereof; and

WHEREAS, the Sponsor has deemed it desirable, for the efficient preservation of the economic and aesthetic values, quality, character and amenities of and in said Condominium, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Condominium Property (defined as all of the property comprising Central Square Villas) and facilities and administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter authorized;

NOW, THEREFORE, for the premises described on Schedule A attached hereto located in the Town of Lancaster, County of Erie and the State of New York, pursuant to Article 9-B of the Real Property Law of the State of New York, The Marrano/Marc Equity Corporation, a Florida corporation, having its office at 2730 Transit Road, West Seneca, New York 14224, hereinafter referred to as "Sponsor", does hereby declare:

ARTICLE I SUBMISSION OF PROPERTY

1.01 <u>Submission</u>. The Sponsor hereby submits the land and buildings described on Schedule A hereto and made a part hereof, together with all the improvements thereon and thereto to the provisions of Article 9-B of the State of New York Real Property Law.

ARTICLE II NAME OF CONDOMINIUM

2.01 Name. This Condominium shall be known as "Central Square Villas".

ARTICLE III DESCRIPTION OF BUILDINGS

3.01 <u>Buildings.</u> The Property described on Schedule A attached hereto ("Property") is comprised of two hundred (200) single family residences in thirty-nine (39) separate Buildings and the private roadways and amenities as shown on a subdivision map filed in the Erie County Clerk's Office. Each individual residence constructed on the Property is hereafter referred to as a "Unit". There are or will be a maximum of two hundred (200) individual townhome style residences situated on the property described in Schedule A. Said Buildings and Units are located at 339 Pleasant View Drive, in the Town of Lancaster, County of Erie and State of New York.

Schedule B to this Declaration contains a description of the Units and Buildings and the construction thereof, and Schedule C contains information on the Units.

ARTICLE IV THE UNITS

4.01 Designation of Units. A "Unit" shall be the specific residential dwelling within a Building, including the garage, and the land underlying the Unit as conveyed to the initial purchaser for occupancy. The Units shall be designated by house number. There are or will be a maximum of two hundred (200) residential Units in thirty-nine (39) separate Buildings, including twenty (20) 4-Unit Buildings, sixteen (16) 6-Unit Buildings and three (3) 8-Unit Buildings.

Attached to this Declaration as Schedule C is a list of all Units, their Unit numbers, tax lot numbers, approximate square footage, brief description of layout and number of rooms, and percentage of interest in the common elements allocated to each such Unit. The location of the Units is shown on a subdivision map of Central Square Villas filed in the Erie County Clerk's Office, and floor plans attached to the Engineers' Report included in the Offering Plan for Central Square Villas and filed in the Erie County Clerk's Office prior to the date of the first Unit closing. The site plan shows the general location of each Unit, however, the actual locations of Units as constructed may vary slightly from the locations shown on the site plan due to site conditions. Each Unit shall be conveyed by the Sponsor to the initial Purchaser thereof by reference to a Unit number on the site plan.

- **4.02** <u>Dimensions of Units</u>. Four (4) model types will constructed in the Buildings, which will contain from 1,035 square feet to 1,383 square feet. The Unit shall include the residence, including exterior brick and/or siding, roof, foundation, walls, doors and windows, and the land underlying the Unit. All pipes, wires and conduits from gas and electric and other utility meters to the Units which service only such Unit are part of that Unit, as are all lateral sewer and water lines and other utility lines.
- 4.03 Ownership of Units. Each Unit will be sold to one or more parties (hereinafter referred to as the "Unit Owner") with each Unit Owner obtaining fee ownership to the Unit and appurtenant Lot acquired and the appurtenant undivided interest in the "common elements", as defined and described in Section 5.01.

- **4.04** <u>Use of Units</u>. Except as permitted pursuant to other provisions contained herein, each Unit shall be used for residential purposes only.
- **4.05** No Partition or Division of Units. No Unit (including the interest in the common expenses appurtenant thereto) shall be subject to partition or division by the Unit Owner; provided, however, that the foregoing shall not be construed as prohibiting any non-structural alterations or changes in the number of rooms in a Unit upon approval of the Board of Managers as provided for in this Declaration or in the Condominium By-Laws.
- **4.06** <u>Lot</u>. "Lot" shall mean and refer to the Subdivision Lot(s) or portions thereof directly under a Unit.

ARTICLE V COMMON ELEMENTS

the Property except the Units and attached garages and the land upon which the Unit is situate, including, but without limitation, (i) any other land within the boundaries of the Condominium Property; (ii) the private water system and sewer connections and lateral pipes from the individual Units to the water and sewer mains; (iii) all other utility pipes, wires, conduits, street lights, and other material which are not part of the Units, i.e., which service two or more Units, and are not owned by the Condominium Board of Managers, public utility companies or independent authorities; (iv) all private roadways within the development; (v) various open green areas throughout the development; (vi) the recreational facilities associated with the Condominium, including the walking trail, clubhouse, swimming pool and tot lot play area; and (vii) all other apparatus and installations on the Property for common use or which may be necessary or convenient to the existence, maintenance or safety of the common elements or two or more of the Units.

The Board of Managers shall be responsible for and shall arrange for (i) maintenance, repair and replacement of the private roadways, driveways and front service walkways throughout Central Square Villas; (ii) maintenance, repair and replacement of the exterior of the Units, including roofs, front porches, siding, trim, masonry, painting, gutters and downspouts (but not including window panes and doors); (iii) maintenance, repair and replacement of the water system and lateral sewer lines to the individual Units within the Condominium Property; (iv) maintenance, repair and replacement of the walking trail, clubhouse, swimming pool and tot lot play area; (v) snow removal from all private roadways, parking areas, driveways and front walkways within Central Square Villas; (vi) lawn cutting and maintenance of all grass and green areas within Central Square Villas; and (vii) maintenance of all landscaping and shrub beds installed by Sponsor at the front and sides of the Buildings containing the Units.

5.02 Limited Common Elements. Subject to the right of the Board of Managers to enter upon any area for maintenance, repair or improvement of a Unit or common elements as set forth herein, the following portions of land are restricted in use to the Unit Owner to which such portions are appurtenant and are deemed "limited common

elements": (i) a parcel of land extending from the front of each Unit to the private roadway and being the same width as such Unit; (ii) a rectangular parcel of land extending 15 feet in back of each Unit and being the same width as such Unit; (iii) the service walkway leading from the driveway to the front door of each Unit; (iv) the driveway appurtenant to each Unit leading from the private roadway to the garage of each Unit; and (v) the area upon which the air conditioning unit servicing each Unit is located if such air conditioning unit is not located on the limited common areas appurtenant to the Unit.

5.03 Interest in Common Elements. Each Unit Owner shall have such percentage interest in the common elements, as is set forth on Schedule C attached hereto, and shall bear such percentage of the common expenses of the Condominium. The percentage of interest of each Unit in the common elements has been determined by the Sponsor in accordance with Real Property Law Section 339-i, 1(iii), with each Unit being assigned substantially equal percentage interests in the common elements as the Units and Lots are all basically of the same or similar square footage.

Except as provided hereafter, the interest in common elements as expressed herein shall have a permanent character and shall not be altered without the consent of all Unit Owners affected, as well as their mortgagees, expressed in a duly recorded amendment to this Declaration.

The undivided interest in the common elements and expenses shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

5.04 Eminent Domain.

- (a) Notwithstanding Section 5.03 above, if a Unit, or any portion thereof, is taken by eminent domain, the award from such proceedings shall be paid to the Owner of such Unit or Lot.
- (b) Action to Contest Condemnation. The Unit Owner affected shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of their Unit or Lot.
- (c) Partial or Total Taking of Units. Subject to the direction of any court as described in (a) above, if an entire Unit is so taken, or if part of a Unit is taken such that the remaining portion may not be practically or lawfully used for any purpose permitted by this Declaration, that Unit's entire interest in the common expenses shall be automatically reallocated to the remaining Units in proportion to the respective common element interests of those Units before the taking. If part of a Unit is so taken, such that the remaining portion may be practically and lawfully used for a purpose permitted by this Declaration, that Unit's interest in the common elements shall be reduced in proportion to the reduction and size of the Unit. in a manner consistent with the manner in which common element interests were originally determined under Section 5.02 above. A Unit Owner's remedies in the event of a partial or total taking by eminent domain or

condemnation which effectively prohibits use of such Unit are determined by State law and enforceable by such Owner.

(d) <u>Condemnation Provisions Subject to Existing Law</u>. All provisions of this Section 5.03 are subject to interpretation in accordance with the law in effect at the time of any condemnation or eminent domain proceeding. Should all or any portion of the provisions of this Section 5.03 be determined, in the opinion of counsel to the Condominium or by a court having jurisdiction, to be unenforceable at such time, the distribution of proceeds, rights with respect to partition, and allocation of percentage interests in the common elements after a partial taking, shall be as a court of law shall determine unless all affected Unit Owners shall otherwise agree.

ARTICLE VI PARTY WALLS

- 6.01 General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Unit and placed on the dividing line between adjoining Units shall constitute a party wall. To the extent not inconsistent with the provisions of these covenants, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. In the event that Sponsor requires that each Owner of the Units which share a party wall enters into a party wall agreement satisfactory to Sponsor which sets out the rights and obligations of the Unit Owners with respect to the party wall, each Owner shall abide by such requirement and agrees to enter into such agreement. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall.
- **6.02** Rights of Unit Owners. The Owners of contiguous Units who share a party wall shall equally have the right to use such wall, provided that such use by one Unit Owner does not interfere with the use and enjoyment of same by the other Unit Owner. Each Owner shall own to the middle point of the party wall and shall have an easement to enter upon the Lot and within the Unit with which the party wall is shared to effect necessary repairs or maintenance of such party wall.
- 6.03 Maintenance, Repair and/or Replacement. The cost of maintenance, repair and/or replacement of a party wall shall be borne equally by the Unit Owners of the two Units which share such party wall. Notwithstanding the foregoing, to the extent the need for maintenance, repair and/or replacement is necessary is caused by or results from negligent or willful acts or omissions of a Unit Owner, or residents or invitees of only one Unit, the Unit Owner of such Unit shall be solely responsible for the cost of such maintenance, repair and/or replacement. The Board of Managers may contract for and supervise the repair of damage caused by a Unit Owner, resident or invitee and assess the Unit Owners for their respective shares of the cost to the extent not covered by insurance. Such cost shall be a personal obligation of the Unit Owners and a lien against the Owner's Unit(s). Disputes regarding the proper proportion of the costs of such maintenance, repair and/or replacement to be borne by each Unit Owner shall be settled by arbitration in accordance with the provisions of these Covenants.

- damaged by fire or other casualty, the party wall shall be repaired or replaced, and the Owners of the two Units which share such party wall share equally the cost of restoration thereof; provided, however, that the cost of restoration due to destruction by fire or other casualty due to the negligent or willful acts or omissions of a Unit Owner shall be the financial responsibility of such Unit Owner, and the Board of Managers may assess the responsible Unit Owner for such Owner's share of the costs, without prejudice, however, to the right of one of the Unit Owners to call for a larger contribution from the other Unit Owner under the terms hereof or any law regarding liability for negligent or willful acts or omissions, or to the right of the party or parties restoring same to reimbursement from insurance.
- **6.05** Right to Contribution Runs With Land. The right of any Unit Owner to contribution from another Unit Owner under this Section shall be appurtenant to the land and shall pass to such Unit Owner's assigns and successors in title.
- **6.06** Arbitration. In the event of any dispute concerning a party wall, and the same is not resolved within thirty (30) days of the event causing the dispute, the matter shall be submitted to binding arbitration upon the written demand of the Board of Managers or any Unit Owner which share the party wall. 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 parties shall share equally the costs of arbitration, but each party shall pay its own attorney's fees or other costs incurred in the arbitration.

ARTICLE VII EASEMENTS AND PROPERTY RIGHTS

- 7.01 <u>Utilities, Pipes and Conduits</u>. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in the right of way and private roadways within the development and servicing the Units in Central Square Villas. Each Unit shall be subject to such easement as may be necessary for such Unit Owner to maintain, repair and replace such Owner's Unit including the pipes, conduits and wires running from the meters servicing such Unit to the Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use in accordance with present use and present available facilities the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving more than one Unit.
- 7.02 Right of Access of Board of Managers. The Board of Managers, its agents, contractors and employees, shall have an easement and right of access to each Unit and limited common area for the purpose of (i) making reasonable inspections; (ii) curing or removing violations of the Declaration or By-Laws or Rules and Regulations of the Condominium therein or therefrom; (iii) correcting any condition originating in a Unit or limited common area and threatening damage, injury or destruction to or of another Unit or limited common area; (iv) making any maintenance or repair which pursuant to the By-Laws an Owner is required to make and which such Owner has failed to make after ten (10) days written notice; or (v) complying with any laws, orders, rules or

regulations of any governmental body having jurisdiction thereof; (vi) maintaining, repairing or replacing any water or sewer line; and (vii) maintaining, repairing or replacing any other pipe, wire, duct, cable, conduit or utility line located in any Unit or on a limited common area servicing two or more Units. The cost of such maintenance, repairs, improvements or replacements shall be a common expense unless otherwise provided in this Declaration or the By-Laws. The Board of Managers shall have a right of access to all Units and limited common area to cure or remove violations and for inspection, maintenance, repair or improvement. The rights of access are to be exercised (unless in an emergency) at reasonable hours and upon reasonable notice to the Unit Owner involved. In the case of an emergency, the right of access shall be immediate, regardless of the presence of the Unit Owner involved.

- **7.03** Rights of Sponsor. The Sponsor shall have the right, until the completion of the construction, marketing and sale of all Units, to:
- (a) grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes and conduits, including, but not necessarily limited to, water, gas, electric, telephone, sewer and cable television to service other Units to be constructed;
- (b) use the Property for ingress and egress for itself, its employees, subcontractors and others necessary to complete construction, and for prospective purchasers and contract purchasers of Units in the Condominium;
- (c) use any of the Units to which title has not been transferred or with respect to which the Sponsor has permission from the Owner, (i) as a model or as a sales or rental center and to have prospective purchasers and lessees of Units visit such sales center, or (ii) for the storage of supplies and equipment until all Units have been sold, or earlier at the option of the Sponsor; and
- (d) grant to itself or to others such other easements and rights of way as may be reasonably needed for the orderly development of the Condominium.

With respect to its exercise of the above rights, the Sponsor agrees (i) to repair, within a reasonable time after the completion of development of the Condominium or the termination of such rights, whichever first occurs, any damage resulting, and (ii) to hold the Condominium harmless from all resulting liabilities. Until the Sponsor has completed the construction, marketing and sale of all Units in the Condominium, this Section shall not be rescinded or amended to adversely affect the interest of the Sponsor, without the Sponsor's written consent.

7.04 <u>Easement of Necessity</u>. Each Unit shall have and each Unit shall be subject to all easements of necessity in favor of such Unit or in favor of other Units.

ARTICLE VIII VOTING RIGHTS

8.01 Voting Rights. Each Unit Owner shall be entitled to vote on all matters put to a vote at all meetings of Unit Owners in accordance with the percentage interest of the Unit owned in the common elements of the Condominium, unless otherwise provided herein.

ARTICLE IX COMMON CHARGES

- 9.01 Imposition, Personal Obligation, Lien. Each Unit Owner, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Board of Managers the "common charges" when due. The common charges shall be fixed, established and collected from time to time as hereinafter provided. Each common charge (or installment payment thereof) together with such late charges, interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Unit against which the common charge is made and shall also be the personal obligation of the Owner of the Unit at the time the common charge falls due.
- **9.02** Allocation of Common Charges. Except as otherwise provided herein or in the By-Laws, the common charges shall be allocated by the Board of Managers to the Unit Owners according to their respective common interests in the common elements.
- 9.03 <u>Unpaid Common Charges Personal Obligation of Unit Owner and Lien on Unit</u>. The common charges shall be paid when due. All sums assessed as common charges by the Board of Managers of the Condominium, but unpaid, together with any accelerated installments, late charges and interest thereon as may be deemed appropriate by the Board of Managers, and reasonable attorneys' fees and other costs and expenses incurred in efforts to collect such past due charges, shall be the personal obligation of the Unit Owner and shall, to the extent allowed by law, constitute a lien upon the Unit prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing authority of any governmental authority, including but not limited to State, County, Town and School District taxing agencies and (b) the lien of any prior mortgage of record encumbering any Unit. The Board of Managers is obligated to enforce this lien for the payment of common charges.

Upon the sale, transfer or conveyance of a Unit such unpaid common charges shall be paid out of the sale proceeds or by the grantee.

Except as provided above, upon any conveyance of a Unit either by voluntary instrument, operation of law or judicial proceeding, the grantee of the Unit shall become jointly and severally liable with the predecessor Unit Owner for any unpaid common charges against the latter assessed and due up to the time of the grant, transfer, sale or conveyance without prejudice to the grantee's right to recover from the predecessor Unit Owner the amounts paid by the grantee therefor. No Unit Owner shall be liable for the

payment of any common charges accruing subsequent to a sale, transfer, or other conveyance of such Unit made in accordance with applicable laws or the provisions of this Declaration and the By-Laws.

No Unit Owner shall be exempt from liability for payment of common charges assessed against such Owner's Unit by waiver of the services provided by the Condominium or the abandonment of such Unit. Dissatisfaction with the quantity or quality of maintenance furnished to the Property shall not be grounds for the withholding or failure to pay any common charge or special assessment.

9.04 <u>Date of Commencement and Notice of Assessments</u>. The annual common charges and special assessments, if any, provided for herein shall commence on the day on which the first Unit is conveyed or on such date thereafter as determined by the Sponsor. The first assessments of common charges shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Managers and annual common charges shall thereafter be on a full year basis. The Board of Managers shall fix the amount of the annual common charges against each Unit at least thirty (30) days in advance of each annual period. The annual common charges shall be due and payable monthly unless the Board of Managers establishes other periods for payment. Written notice of the common charges shall be sent to every Unit Owner subject thereto.

Once common charges have commenced pursuant to this Section, the Owner of each Unit subject to this Declaration shall be liable for the payment of full annual common charges and special assessments. Sponsor shall pay all annual common charges and special assessments on unsold Units.

ARTICLE X BOARD OF MANAGERS

- 10.01 The affairs of the Condominium shall be Board of Managers. governed and controlled pursuant to the Condominium By-Laws (attached hereto as Schedule D and made a part hereof) by a Board of Managers who shall have the duties and powers as provided in the By-Laws. The Board of Managers shall have the responsibility for maintenance, repair and replacement of the common elements within Central Square Villas including, but not limited to, the exterior of the Units and the attached garages (roofs, front porches, siding, trim, masonry, painting, gutters and downspouts); driveways, front walkways and steps; private roadways; the water system and lateral sewer lines within the Condominium Property; the recreational facilities (walking trail, clubhouse, swimming pool and tot lot); snow removal from the roadways and all driveways and front service walkways within Central Square Villas; maintenance, lawn cutting and care of all grass and green areas within Central Square Villas; and maintenance of the landscaping and shrub beds installed by Sponsor, and shall have the right to delegate its duties to a manager or agent.
- **10.02** Administration. The administration of the Condominium described herein shall be in accordance with the provisions of this Declaration and with the provisions of the Condominium By-Laws.

by Board of Managers. Notwithstanding anything to the contrary contained in this Declaration, until the closing of title to all of the Units within Central Square Villas, the Board of Managers may not, without the Sponsor's written consent, (i) except for necessary repairs or repairs, alterations, additions or improvements required by law, authorize any addition, alteration or improvement to the exterior of the Units or the limited common areas appurtenant thereto, or (ii) borrow money on behalf of the Condominium, or (iii) reduce the quantity or quality of services or maintenance of the Property. This section shall not be amended without the Sponsor's consent so long as the Sponsor owns any Unit.

ARTICLE XI OBLIGATIONS, RESPONSIBILITIES, COVENANTS, AND RESTRICTIONS

- Documents Which Run With the Land. All present or future Unit Owners, tenants, occupants or any other person that might use the Units or the facilities of the Property in any manner, are subject to the provisions of the Declaration, the By-Laws, and the Rules and Regulations of the Condominium, to the extent enforceable at law or in equity as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into of occupancy of any Unit shall signify that the provisions of this Declaration and the By-Laws and Rules and Regulations of the Condominium are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Units, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.
- 11.02 <u>Units to be Properly Maintained</u>. Unit Owners shall maintain their Unit and the limited common areas appurtenant thereto in good repair and overall appearance.
- 11.03 Mortgages on Units. Any Unit Owner who mortgages his Unit shall promptly provide the Board of Managers with the name and address of the mortgagee.
- Rules and Regulations. Rules and regulations promulgated by the Board of Managers concerning the use of the Units and the limited common areas shall be observed by the Unit Owners; provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the said rules and regulations become effective or are sought to be enforced.
- 11.05 Additions, Alterations and Improvements. No Unit Owner may make any structural or decorative (non-structural) addition, alteration or improvement in or to the exterior of his Unit or to the limited common area appurtenant to his Unit (including, without limitation, any change in the appearance of the Unit or color of brick, siding or roof so as to ensure continuity of appearance of all Units), or make any changes in or to his Unit and limited common area appurtenant thereto without the prior written approval of (i) the Sponsor, so long as Sponsor shall own at least one Unit or Lot, and (ii)

the Board of Managers, neither of which shall be required to give its approval with respect to any proposal which, in the judgment of the Sponsor or the Board, may impair the aesthetic character or quality, structural integrity or value of the Buildings or any Units. No application shall be filed with any governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit unless approved in writing by the Board of Managers. Except for those provisions relative to the structural integrity of the Building, the provisions of this paragraph shall not apply to a Unit owned by the Sponsor or its designee until a deed to such Unit has been delivered to a purchaser thereof.

- 11.06 Restrictions on Use of Units, Common Areas and Limited Common Areas. In order to provide for protection of the value, character, quality and structural integrity of the Units and the Condominium Property, the use of the Units and the Condominium Property, including the limited common areas, shall be restricted to and be in accordance with the following provisions:
 - (a) Advertising and Signs. Except for signs erected by or with the permission of the Sponsor in connection with the initial development or sale of Units, no additional sign or other advertising device of any nature shall be placed for display to the public view on any Unit or limited common area or other portion of the Property including rights-of-way (including temporary signs advertising property for sale or rent).
 - (b) Animals, Birds and Insects. Except for one (1) dog, one (1) house cat, fish, or birds in a cage, no animals shall be kept or maintained in any Unit or on any limited common area or other portion of the Property except with the written consent of the Board of Managers which may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, birds and insects, and (ii) prohibit certain types of animals, birds or insects entirely. No animal shall be permitted to run loose or be chained on Condominium Property, including limited common areas. Owners and/or occupants must accompany their pets and have their pets leashed at all times when on Condominium Property.
 - (c) Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste materials (all of which are referred to herein as "trash") shall be kept, stored or allowed to accumulate outdoors on any portion of the Condominium Property, including limited common areas, except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours of a scheduled pickup to provide access to persons making such pickup. The Board of Managers may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property.
 - (d) Noxious or Offensive Activities. No noxious or offensive activities shall be carried out on the Condominium Property, including the limited common

areas, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the Owners or occupants thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort or welfare, (ii) be injurious to property, vegetation or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulations or other governmental law, ordinance or code.

- (e) Television and Radio Antennas. No outside television antenna shall be erected on any Unit or other portion of the Condominium Property, including limited common areas, except with the consent of the Board of Managers.
- (f) Residential Use Only. The Units shall be used for residential purposes and purposes incidental and accessory thereto, except the Sponsor may use or more Units or other portions of the Property for model homes and/or real estate office.
- (g) Commercial and Professional Activity on Property. No wholesale, retail, or any other business of any kind whatsoever, including a salon, studio, laboratory, home industry or medical or dental office, shall be conducted in or on any Unit, limited common area or other portion of the Property without the written consent of the Board of Managers or any Architectural Committee thereof, except (i) by the Sponsor in conjunction with the initial construction, development and sale of the Units, and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of any in-home office for purposes other than those set forth above.
- (h) Outside Storage. Outside storage or parking of commercial or recreational vehicles, camper bodies, boats and trailers shall not be allowed except as may be otherwise permitted by the Board of Managers (unless prohibited by the applicable zoning requirements).
- (i) Outdoor Repair Work. With respect to a Unit or limited common area appurtenant thereto, no extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on any such limited common areas.
- (j) Oversized, Commercial and Unlicensed Vehicles. Unless used in connection with the construction or sale of Units by the Sponsor, or the maintenance of the Property, or unless otherwise consented to by the Board of Managers, the following shall not be permitted to remain overnight on the Property: (i) commercial vehicles of a weight of two (2) tons or more; and (ii) unlicensed motor vehicles of any type.
- (k) Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted within the Property unless authorized by the Board of Managers.

- (l) Lease of Entire Unit Only. An Owner shall not lease any portion of a Unit (other than the entire Unit).
- (m) Snowmobiles. No snowmobiles, motor bikes or similar motor vehicles shall be operated on any portion of the Property except with the consent of the Board of Managers.
- (n) Oil and Mining Operation. No portion of the Property shall be used for the purpose of boring, drilling, refining, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth (except soil borings taken by the developer in connection with the improvement of said portion of the Property), and no derrick or other structure designed for use in boring for oil or natural gas or any other mineral shall be erected, maintained or permitted on any portion of the Property.
- (o) No fences, walls, swimming pools, storage sheds, playground apparatus or swing sets, satellite dishes (except as otherwise permitted by law), outbuildings or other structures of any kind whatsoever shall be placed or erected on any Unit or limited common area within Central Square Villas.
- (p) No changes, alterations, additions or modifications shall be made to the exterior of the Units or the limited common areas appurtenant thereto without the written consent of both the Sponsor, so long as the Sponsor shall retain title to any Units or Lots within Central Square Villas, and the Board of Managers of the Condominium or any Architectural Committee thereof.

ARTICLE XII AMENDMENT AND TERMINATION OF DECLARATION

- **12.01** Amendment. This Declaration may be modified, altered or amended at any duly called meeting of Unit Owners, provided that:
- (a) A notice of the meeting containing a full statement of the proposed modification, alteration or amendment has been sent to all Unit Owners and Eligible Mortgage Holders as listed on the books and records of the Condominium at least thirty (30) and not more than fifty (50) days prior to the date set for such meeting; for purposes of this Declaration, the term "Eligible Mortgage Holder" shall mean and refer to the holder of a first mortgage on a Unit who has requested the Board of Managers to notify them of any proposed action or any proposed modification, alteration, amendment or addition to the legal documents of the Condominium which requires the consent of mortgagees or mortgage holders; and
- (b) 51% or more in number and in common interest of all Unit Owners approve the change; and
- (c) The Board of Managers does not, prior to the date established for voting on the proposed change, receive written notification of opposition to the change from Eligible

Mortgage Holders of 51% or more of the number of Units subject to mortgages held by Eligible Mortgage Holders; and

- (d) An instrument evidencing the change is duly recorded in the Office of the Erie County Clerk. Such instrument need not contain the written consent of the required number of Unit Owners, but shall contain a certification by the Board of Managers of the Condominium that the consents required by this Section for such change have been received and filed with the Board of Managers; and
- (e) So long as the Sponsor shall continue to own at least one Unit, the Board of Managers obtains the Sponsor's written consent to the change.
- **12.02** <u>Termination</u>. The Condominium shall not be terminated or abandoned except as provided for by law.

ARTICLE XIII GENERAL

- 13.01 <u>Service of Process</u>. Service of process on the Unit Owners in any action relating to the common elements shall be made upon: Secretary of State, Albany, New York.
- 13.02 <u>Captions</u>. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.
- 13.03 <u>Floor Plans</u>. Simultaneously with the recording of this Declaration, there shall also be filed a copy of the as built plans for the common areas, if available, and sample floor plans of the Units as may be available to purchasers.
- 13.04 <u>Waiver</u>. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 13.05 <u>Invalidity</u>. The invalidity of any provisions of this Declaration should not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.
- Arbitration. Any controversy, claim, lawsuit or other dispute which might arise between Sponsor and the Condominium Board of Managers or the members (Unit Owners) of the Condominium, relating to construction or other matters pertinent to the Condominium shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. Commencement of any such action shall be approved by at least 66-2/3% in common interest ownership percentage of the Unit Owners.

IN WITNESS WHEREOF, t	he Sponsor has caused this Declaration to be executed
this day of	, 2009.
	THE MARRANO/MARC EQUITY CORPORATION
	By:
	David A. DePaolo Executive Vice President
STATE OF NEW YORK) COUNTY OF ERIE) ss.:	
a Notary Public in and for the Sta known to me or proved to me on whose name is subscribed to the executed the same in his capaci	in the year 2009, before me, the undersigned, ate, personally appeared David A. DePaolo, personally the basis of satisfactory evidence to be the individual within instrument and acknowledged to me that he ty, and that by his signature on the instrument, the behalf of which the individual acted, executed the
	Notary Public

SCHEDULE A LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lancaster, County of Erie and State of New York being part of Lots 10 and 12, Section 8, Township 11, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at a point in the centerline of Pleasant View Drive (66.0 feet wide) at the northwest corner of lands conveyed to Pleasant Meadows Associates, LLC by Deed recorded in the Erie County Clerk's Office in Liber 11012 of Deeds at page 165;

THENCE: S-00°-22'-59"-E along the west line of said Pleasant Meadows Associates, LLC lands a distance of 33.01 feet to the south line of Pleasant View Drive;

THENCE: S-89°-05'-37"-E along the south line of Pleasant View Drive a distance of 532.79 feet to the point of beginning of the parcel hereinafter described;

THENCE continuing S-89°-05'-37"-E along the south line of Pleasant View Drive a distance of 677.04 feet;

THENCE: S-64°-22'-14"-E along the south line of Pleasant View Drive a distance of 552.64 feet;

THENCE through said Pleasant Meadows Associates, LLC lands the following seven (7) courses and distances:

- 1.) S-22°-13'-04"-W a distance of 1,015.95 feet;
- 2.) N-64°-20'-43"-W a distance of 16.20 feet;
- 3.) S-24°-48'-33"-W a distance of 208.16 feet;
- 4.) N-73°-59'-54"-W a distance of 85.22 feet;
- 5.) S-83°-33'-55"-W a distance of 161.60 feet;
- 6.) N-52°-15'-44"-W a distance of 79.73 feet;
- 7.) S-89°-37'-01"-W a distance of 383.00 feet to the east line of lands conveyed to Lancaster Central School by deed recorded in Liber 10392 of Deeds at page 385;

THENCE: N-00°-22'-59"-W along said easterly line of Lancaster Central School Lands a distance of 953.76 feet;

THENCE: N-00°-54'-23"-E a distance of 366.90 feet to the POINT OF BEGINNING containing 28.943 acres be the same more or less.

SCHEDULE B DESCRIPTION OF THE BUILDINGS

There are or will be 200 attached single family residential Units in 39 separate Buildings. Each Unit will have an attached garage containing either one or two parking spaces per Unit, depending on the Unit type. Each Building will contain either four, six or eight Units and will have a common wall with the adjoining Unit or Units. Each Unit will have its own entrance and separated driveway. All Units will be either one- or two-story single-family townhome style private residences of wood frame construction, with the exteriors being vinyl siding with a brick facade. The foundations have poured concrete walls. The roofs have asphalt shingles. Garages are unfinished with concrete floors and drywall on the walls and ceilings. Basements are unfinished with concrete floors and walls.

The following Unit types are available within Central Square Villas:

- (1) The York will be designated a one-story ranch style Unit with 2 bedrooms and 2 bathrooms and a one-car attached garage, consisting of approximately 1,038 square feet (middle Unit) or 1,046 square feet (end Unit).
- (2) The Winston will be designated a two-story Unit with 2 bedrooms and 2½ bathrooms and a two-car attached garage, consisting of approximately 1,266 square feet (middle Unit or 1,285 square feet (end Unit).
- (3) The Livingston will be designated at two-story Unit with 2 bedrooms and 1½ bathrooms and a two-car attached garage, consisting of approximately 1,366 square feet (middle Unit) or 1,381 square feet (end Unit).
- (4) The Cambridge will be designated a two-story Unit with 2 bedrooms and 1½ bathrooms and a one-car attached garage, consisting of approximately 1,237 square feet (middle Unit/8-Unit Building), 1,270 square feet (end Unit/8-Unit Building), 1,237 square feet (end Unit/6-Unit Building, and 1,270 square feet (end Unit/6-Unit Building.

In addition, three (3) Hybrid Unit types will be offered to Purchasers within one (1) Hybrid Building, which will contain one (1) Winston, one (1) Livingston and two (2) Cambridge models.

- (5) The Hybrid Winston will be designated a two-story Unit with 2 bedrooms and 2½ bathrooms and a two-car attached garage, consisting of approximately 1,316 square feet.
- (6) The Hybrid Livingston will be designated a two-story Unit with 2 bedrooms and 1½ bathrooms and a two-car attached garage, consisting of approximately 1,413 square feet.
- (7) The Hybrid Cambridge will be designated a two-story Unit with 2 bedrooms and 1½ bathrooms and a one-car attached garage, consisting of approximately 1,243 square feet.

Schedule C to this Declaration contains a copy of the Subdivision Site Plan.

SCHEDULE C

Unit Designations/Tax Lot Numbers/ Interests in Common Elements/Approximate Square Footage/Access to Common Elements

Unit Designation* 101A 101B 101C	Tax Lot <u>Number</u>	Interest in Common Elements 1/200 1/200 1/200	Approx. Square Footage 1,046 1,285 1,381
102A 102B 102C		1/200 1/200 1/200	1,038 1,266 1,371
103A 103B 103C		1/200 1/200 1/200	1,038 1,266 1,371
104A 104B 104C		1/200 1/200 1/200	1,046 1,285 1,381
201D		1/200	1,270
202D		1/200	1,238
203D		1/200	1,236
204D		1/200	1,236
205D		1/200	1,238
206D		1/200	1,270
301A 301B 301C		1/200 1/200 1/200	1,046 1,285 1,381
302A 302B 302C		1/200 1/200 1/200	1,038 1,266 1,371
303A 303B 303C		1/200 1/200 1/200	1,038 1,266 1,371

Unit Designation* 304A 304B 304C	Tax Lot <u>Number</u>	Interest in Common Elements 1/200 1/200 1/200	Approx. Square Footage 1,046 1,285 1,381
401D		1/200	1,270
402D		1/200	1,238
403D		1/200	1,236
404D		1/200	1,236
405D		1/200	1,238
406D		1/200	1,270
501A 501B 501C		1/200 1/200 1/200	1,046 1,285 1,381
502A 502B 502C		1/200 1/200 1/200	1,038 1,266 1,371
503A 503B 503C		1/200 1/200 1/200	1,038 1,266 1,371
504A 504B 504C		1/200 1/200 1/200	1,046 1,285 1,381
601D		1/200	1,270
602D		1/200	1,238
603D		1/200	1,236
604D		1/200	1,236
605D		1/200	1,238
606D		1/200	1,270

Unit Designation * 701D	Tax Lot <u>Number</u>	Interest in Common Elements 1/200	Approx. Square <u>Footage</u> 1,270
702D		1/200	1,238
703D		1/200	1,236
704D		1/200	1,236
705D		1/200	1,238
706D		1/200	1,238
707D		1/200	1,236
708D		1/200	1,270
801D		1/200	1,270
802D		1/200	1,238
803D		1/200	1,236
804D		1/200	1,236
805D		1/200	1,238
806D		1/200	1,270
901A 901B 901C		1/200 1/200 1/200	1,046 1,285 1,381
902A 902B 902C		1/200 1/200 1/200	1,038 1,266 1,371
903A 903B 903C		1/200 1/200 1/200	1,038 1,266 1,371
904A 904B 904C		1/200 1/200 1/200	1,046 1,285 1,381

Unit <pre>Designation* 1001D</pre>	Tax Lot <u>Number</u>	Interest in Common Elements 1/200	Approx. Square Footage 1,270
1002D		1/200	1,238
1003D		1/200	1,236
1004D		1/200	1,236
1005D		1/200	1,238
1006D		1/200	1,238
1007D		1/200	1,236
1008D		1/200	1,270
1101A 1101B 1101C		1/200 1/200 1/200	1,046 1,285 1,381
1102A 1102B 1102C		1/200 1/200 1/200	1,038 1,266 1,371
1103A 1103B 1103C		1/200 1/200 1/200	1,038 1,266 1,371
1104A 1104B 1104C		1/200 1/200 1/200	1,046 1,285 1,381
1201D		1/200	1,270
1202D		1/200	1,238
1203D		1/200	1,236
1204D		1/200	1,236
1205D		1/200	1,238
1206D		1/200	1,270

Unit Designation* 1301D	Tax Lot <u>Number</u>	Interest in Common <u>Elements</u> 1/200	Approx. Square Footage 1,270
1302D		1/200	1,238
1303D		1/200	1,236
1304D		1/200	1,236
1305D		1/200	1,238
1306D		1/200	1,270
1401A		1/200	1,046
1401B		1/200	1,285
1401C		1/200	1,381
1402A		1/200	1,038
1402B		1/200	1,266
1402C		1/200	1,371
1403A		1/200	1,038
1403B		1/200	1,266
1403C		1/200	1,371
1404A		1/200	1,046
1404B		1/200	1,285
1404C		1/200	1,381
1501A		1/200	1,046
1501B		1/200	1,285
1501C		1/200	1,381
1502A		1/200	1,038
1502B		1/200	1,266
1502C		1/200	1,371
1503A		1/200	1,038
1503B		1/200	1,266
1503C		1/200	1,371
1504A		1/200	1,046
1504B		1/200	1,285
1504C		1/200	1,381

Unit	Tax Lot	Interest in Common	Арргох. Square
Designation*	Number	Elements	<u>Footage</u>
1601A		1/200	1,046
1601B		1/200	1,285
1601C		1/200	1,381
1602A		1/200	1,038
1602B		1/200	1,266
1602C		1/200	1,371
1603A		1/200	1,038
1603B		1/200	1,266
1603C		1/200	1,371
1604A		1/200	1,046
1604B		1/200	1,285
1604C		1/200	1,381
1701D		1/200	1,270
1702D		1/200	1,238
1703D		1/200	1,236
1704D		1/200	1,236
1705D		1/200	1,238
1706D		1/200	1,270
1801D		1/200	1,270
1802D		1/200	1,238
1803D		1/200	1,236
1804D		1/200	1,236
1805D		1/200	1,238
1806D		1/200	1,238
1807D		1/200	1,236
1808D		1/200	1,270

Unit Designation* 1901D	Tax Lot Number	Interest in Common Elements 1/200	Approx. Square Footage 1,270
1902D		1/200	1,238
1903D		1/200	1,236
1904D		1/200	1,236
1905D		1/200	1,238
1906D		1/200	1,270
2001HC		1/200	1,413
2002HD		1/200	1,243
2003HD		1/200	1,243
2004HB		1/200	1,316
2101D		1/200	1,270
2102D		1/200	1,238
2103D		1/200	1,236
2104D		1/200	1,236
2105D		1/200	1,238
2106D		1/200	1,270
2201A 2201B 2201C		1/200 1/200 1/200	1,046 1,285 1,381
2202A 2202B 2202C		1/200 1/200 1/200	1,038 1,266 1,371
2203A 2203B 2203C		1/200 1/200 1/200	1,038 1,266 1,371
2204A 2204B 2204C		1/200 1/200 1/200	1,046 1,285 1,381

Unit Designation* 2301D	Tax Lot <u>Number</u>	Interest in Common Elements 1/200	Approx. Square Footage 1,270
2302D		1/200	1,238
2303D		1/200	1,236
2304D		1/200	1,236
2305D		1/200	1,238
2306D		1/200	1,270
2401A		1/200	1,046
2401B		1/200	1,285
2401C		1/200	1,381
2402A		1/200	1,038
2402B		1/200	1,266
2402C		1/200	1,371
2403A		1/200	1,038
2403B		1/200	1,266
2403C		1/200	1,371
2404A		1/200	1,046
2404B		1/200	1,285
2404C		1/200	1,381
2501A		1/200	1,046
2501B		1/200	1,285
2501C		1/200	1,381
2502A		1/200	1,038
2502B		1/200	1,266
2502C		1/200	1,371
2503A		1/200	1,038
2503B		1/200	1,266
2503C		1/200	1,371
2504A		1/200	1,046
2504B		1/200	1,285
2504C		1/200	1,381

		Interest	Approx.
Unit	Tax Lot	in Common	Square
Designation *	Number	<u>Elements</u>	<u>Footage</u>
2601A		1/200	1,046
2601B		1/200	1,285
2601C		1/200	1,381
2602A		1/200	1,038
2602B		1/200	1,266
			1,371
2602C		1/200	1,571
2603A		1/200	1,038
2603B		1/200	1,266
2603C		1/200	1,371
2604A		1/200	1,046
2604B		1/200	1,285
2604C		1/200	1,381
2701A		1/200	1,046
2701R 2701B		1/200	1,285
		1/200	1,381
2701C		1/200	1,381
2702A		1/200	1,038
2702B		1/200	1,266
2702C		1/200	1,371
2703A		1/200	1,038
2703B		1/200	1,266
2703C		1/200	1,371
2704A		1/200	1,046
2704A 2704B		1/200	1,285
			1,381
2704C		1/200	1,361
2801D		1/200	1,270
2802D		1/200	1,238
2803D		1/200	1,236
2804D		1/200	1,236
2805D		1/200	1,238
2806D		1/200	1,270
20001		1/200	1,210

Unit Designation* 2901D	Tax Lot Number	Interest in Common Elements 1/200	Approx. Square Footage 1,270
2902D		1/200	1,238
2903D		1/200	1,236
2904D		1/200	1,236
2905D		1/200	1,238
2906D		1/200	1,270
3001A 3001B 3001C		1/200 1/200 1/200	1,046 1,285 1,381
3002A 3002B 3002C		1/200 1/200 1/200	1,038 1,266 1,371
3003A 3003B 3003C		1/200 1/200 1/200	1,038 1,266 1,371
3004A 3004B 3004C		1/200 1/200 1/200	1,046 1,285 1,381
3101D		1/200	1,270
3102D		1/200	1,238
3103D		1/200	1,236
3104D		1/200	1,236
3105D		1/200	1,238
3106D		1/200	1,270

Unit <pre>Designation*</pre> 3201D	Tax Lot <u>Number</u>	Interest in Common Elements 1/200	Approx. Square Footage 1,270
3202D		1/200	1,238
3203D		1/200	1,236
3204D		1/200	1,236
3205D		1/200	1,238
3206D		1/200	1,270
3301D		1/200	1,270
3302D		1/200	1,238
3303D		1/200	1,236
3304D		1/200	1,236
3305D		1/200	1,238
3306D		1/200	1,270
3401A 3401B 3401C		1/200 1/200 1/200	1,046 1,285 1,381
3402A 3402B 3402C		1/200 1/200 1/200	1,038 1,266 1,371
3403A 3403B 3403C		1/200 1/200 1/200	1,038 1,266 1,371
3404A 3404B 3404C		1/200 1/200 1/200	1,046 1,285 1,381

Unit Designation* 3501A 3501B 3501C	Tax Lot <u>Number</u>	Interest in Common Elements 1/200 1/200 1/200	Approx. Square Footage 1,046 1,285 1,381
3502A		1/200	1,038
3502B		1/200	1,266
3502C		1/200	1,371
3503A		1/200	1,038
3503B		1/200	1,266
3503C		1/200	1,371
3504A		1/200	1,046
3504B		1/200	1,285
3504C		1/200	1,381
3601D		1/200	1,270
3602D 3603D		1/200	1,238
3604D		1/200 1/200	1,236 1,236
3605D		1/200	1,238
3606D		1/200	1,270
3701A		1/200	1,046
3701B		1/200	1,285
3701C		1/200	1,381
3702A		1/200	1,038
3702B		1/200	1,266
3702C		1/200	1,371
3703A		1/200	1,038
3703B		1/200	1,266
3703C		1/200	1,371
3704A		1/200	1,046
3704B		1/200	1,285
3704C		1/200	1,381

		Interest	Approx.
Unit	Tax Lot	in Common	Square
Designation*	Number	<u>Elements</u>	<u>Footage</u>
3801A		1/200	1,046
3801B		1/200	1,285
3801C		1/200	1,381
3802A		1/200	1,038
3802B		1/200	1,266
3802C		1/200	1,371
3803A		1/200	1,038
3803B		1/200	1,266
3803C		1/200	1,371
3804A		1/200	1,046
3804B		1/200	1,285
3804C		1/200	1,381
3901A		1/200	1,046
3901B		1/200	1,285
3901C		1/200	1,381
3902A		1/200	1,038
3902B		1/200	1,266
3902C		1/200	1,371
3903A		1/200	1,038
3903B		1/200	1,266
3903C		1/200	1,371
3904A		1/200	1,046
3904B		1/200	1,285
3904C		1/200	1,381

<u>Unit Designation</u>*

- A York Ranch Style Unit (2 bedrooms, 2 bathrooms)
- B Winston Two-story Unit (2 bedrooms, 2½ bathrooms)
- C Livingston Two-story Unit (2 bedrooms, 1½ bathrooms)
- D Cambridge Two-story Unit (2 bedrooms, 11/2 bathrooms)
- HB Hybrid Winston Two-story Unit (2 bedrooms, 2½ bathrooms)
- HC Hybrid Livingston Two-story Unit (2 bedrooms, 1½ bathrooms)
- HD Hybrid Cambridge Two-story Unit (2 bedrooms, 1½ bathrooms)

Each Unit has access to either Brockton Drive, Cumberland Street, Denton Drive or Hanover Street

See Schedule B for a description of the Buildings.

