

PINE ISLAND FARM

Property Owner's Association Disclosure

Stormwater Pollution Prevention Plan Guidelines and other

Vital Information

August 1, 2005

Prepared by: New York Land & Lakes, Inc. (Sponsor)
839 State Highway 7
Unadilla, NY 13849
607-563-8870

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

Re: **Pine Island Farm Property Owners' Association, Inc.**
 Blackberry Street
 Town of Gilboa
 County of Schoahrie
 State of New York

Robert E. Lesperence, Gary P. Sumner, Roderick D. MacAlpine and William A. MacAlpine, being duly sworn depose and say:

1. That Robert E. Lesperence is the president of New York Land & Lakes, Inc., a New York Corporation with offices at 839 State Highway 7, Unadilla, NY 13849, which corporation is the offeror of this CPS-7 submission.

2. That the principals of the corporation are Robert E. Lesperence, President, residing at 1490 Charlotte Creek Road, West Davenport, NY 13860, Gary P. Sumner, Vice President residing at 1570 Plaza West Drive, Prescott, AZ 86303, Roderick D. MacAlpine, Vice President, residing at 15 Victoria Road, Hampton Falls, NH 03849 and William A. MacAlpine, Secretary and Treasurer, residing at 26 Red Mill Lane, Rye Beach, NH 03871. That these principals are all of the officers, directors and principals of the sponsoring corporation.

3. The offeror is the owner of the property which is the subject of the offering.

4. Annexed hereto as Schedules "A-1", "A-2" and "A-3" are descriptions of the property designated as a 1.730 acre parcel of land known as Mayham Pond Drive; a 1.003 acre parcel of land known as Wild Berry Drive and a 1.024 acre parcel of land known as Field Stone Drive which property is to be owned and maintained by the Homeowners' Association ("HOA") for the benefit of the 18 lots fronting on the 3 parcels designated as Lots 10 through 16, 18 through 24 and 30 through 33 on the Pine Island Farm Subdivision Map filed in the Schoharie County Clerk's Office on June 15, 2005, as Map #4076.

5. The offeror intends to convey the property described in Schedule "A-1", "A-2" and "A-3" to the Homeowners' Association so that the same will be owned and maintained by the HOA for the benefit of the 18 lots in the Pine Island Farm Subdivision, designated as Lots 10 through 16, 18 through 24 and 30 through 33, which lots front on said property.

6. The Schedule "A-1", "A-2" and "A-3" HOA property will be used as a means of ingress and egress and to provide for the installation and maintenance of public utilities to the 18 lots owned by HOA members, designated as lots 10 through 16, 18 through 24 and 30 through 33, on the Pine Island Farm subdivision map. The Schedule "A-1" HOA property consists of a roadway approximately 800 feet in length called Wild Berry Drive which will provide access to lots 30 through 33; The Schedule "A-2" HOA property consists of a roadway approximately 850 feet in length called Field Stone Drive which will provide access to Lots 18 through 24; and the Schedule "A-3" HOA property consists of a roadway of approximately 1150 feet in length called Mayham Pond Drive which will provide access for Lots 10 through 16. Each road will terminate at a cul-de-sac turnaround capable of accommodating construction and snow plowing vehicles. Each road will have a 20 foot wide driving surface with two foot shoulders, adequate drainage measures and ditching. Road construction to consist of crusher-run gravel compacted to a

depth of 12 inches throughout its entire length. Grade shall not exceed ten percent at any point. Storm water control measures will be put in place where necessary in accordance with a Storm Water Pollution Prevention Plan prepared by Keystone Associates dated September 3, 2004 and approved by the New York City Department of Environmental Protection on May 24, 2005. No title to any lot will be closed unless such lot fronts on a completed road.

7. Annexed hereto as Schedule "B" is a description of a 49.8 acre parcel of land known as Mayham Pond and common area which includes Mayham Pond and a common land area located between Mayham Pond and the Catskill Rail Committee which provides access to Mayham Pond. Said property is to be owned and maintained by the Homeowners' Association ("HOA") for the benefit of the 38 lots designated as Lots 1 through 38, those being all of the lots in the aforesaid Pine Island Farm Subdivision. Also contained in Schedule "B" is a 50 foot wide right-of-way for ingress and egress from South Gilboa Road to the aforementioned 49.8 acre parcel of land. Said property is to be maintained by the Homeowners' Association ("HOA") for the benefit of the 38 lots designated as Lots 1 through 38, those being all of the lots in the aforesaid Pine Island Farm Subdivision.

8. The Offeror intends to convey the property described in Schedule "B" to the Homeowners' Association ("HOA") so that the same will be owned and/or maintained by the Homeowners' Association ("HOA") for the benefit of all 38 lots in the Pine Island Farm Subdivision.

9. The Schedule "B" Homeowners' Association ("HOA") property is a 48.9 acre parcel consisting of Mayham Pond and a common area which comprises an entrance way, dam, parking and picnic common area. Ingress and egress to and from Mayham Pond from South Gilboa Road will be over the common area and the common area 50 foot wide easement. The common area will include Mayham Pond, a Lake impoundment of approximately 30 acres in size and will include a picnic area with picnic tables and barbecue grills being made available to members of the Association. A gravel road over the 50 foot wide easement will be improved which leads from South Gilboa Road (County Route 14) to the picnic area and a small parking area will be provided. The road will consist of bank run gravel placed over the existing base compacted to a depth of approximately 6 inches. The surface will consist of crushed gravel compacted to a depth of approximately 3 inches. The driving surface will be approximately 10 to 12 feet in width. The access road is located within the "buffer zone" of a freshwater wetland as designated by Article 24 of the Environmental Conservation Law of the State of New York. The New York State Department of Environmental Conservation has issued a permit for the reconstruction of the road which accesses the common area. The Schedule "B" area also contains a dam. Mayham Pond is an impoundment formed by the creation of an earthen, gravel and concrete dam in the early 1800's and extensively reconstructed in 1912. A concrete spillway is in place which maintains lake water levels. The spillway portion below the dam consists of large rock rip rap and cobbles. The dam is a moderate hazard dam (New York State Department of Environmental Conservation Dam Safety Unit Classification) which means that in the event of a complete failure, there is potential for the loss of homes, roads, railroads and public utilities in downstream areas. The dam has been inspected by New York Land & Lakes, Inc.'s engineer and a maintenance program will be set up for the Association to insure that regular repairs and maintenance will take place.

10. The purpose of the HOA is to maintain the three private roadways, the Mayham Pond, the dam, the 50 foot right-of-way and the other common areas. The owners of Lots 1 through 38 will become members of the Homeowners' Association ("HOA") and the annual estimated cost as shown on the projected budget of the Pine Island Farm Property Owners' Association, Inc., enclosed with this submission, is \$212.08 for lots 1 through 9, 17, 25 through 29 and 34 through 38 and the monthly estimated cost is \$17.67; and \$657.49 for lots 10 through

16, 18 through 24 and 30 through 33 and the monthly estimated cost is \$54.79. All 38 lot owners are projected to pay \$212.08 annually for the use of the Mayham Pond and common area adjacent thereto and in addition thereto the owners of Lots 10 through 16, 18 through 24 and 30 through 33 are projected to pay an additional \$445.41 for the rights of ingress and egress and the right to install and maintain public utilities from Blackberry Street over Wild Berry Drive, Field Stone Drive or Mayham Pond Drive.

11. That the offeror will comply with the escrow and trust fund provisions of General Business Law section 352-e (2-b) and section 352-h and the regulations adopted by the Attorney General pursuant thereto, and hold down payments for the purchase of the property in trust for the benefit of the purchasers and that such funds will not be commingled with the moneys of the offeror until actually employed in connection with the consummation of the transaction.

12. That the offeror will provide to each offeree the following information:

- (a) a statement that the purchase price of the lot includes the cost of membership in the HOA;
- (b) if applicable, a copy of any mortgage or ground lease that will remain on HOA property after transfer to the association;
- (c) if applicable, a copy of any contract between the sponsor and the HOA;
- (d) a copy of the proposed deed of HOA property from sponsor to the HOA;
- (e) a copy of the recorded deed to the HOA property by which sponsor derived title or a copy of the contract of sale between the owner and sponsor if sponsor is the contract vendee;
- (f) a copy of the most recent financial statement of income and expenses for the operation of the property, if applicable;
- (g) if applicable, information known to the offeror which may result in extraordinary expenses for members or for the HOA including but not limited to, assessments, liabilities, dangerous or hazardous conditions, pending litigation and administrative proceedings;
- (h) if applicable, evidence of compliance with local zoning laws and regulations, e.g., construction permits, zoning resolutions, use permits, a certificate of occupancy if HOA property includes any buildings;
- (i) disclosure of escrow account as required by section 22.3 (k) (2) of this part including the form for dispute resolution by the Attorney General, and;
- (j) such other information as the Department of Law may require to be presented to each offeree.

13. That the offeror agrees to furnish a complete copy of the application for a no-action letter and a copy of the no-action letter to each offeree prior to accepting any down payment.

14. That the offeror agrees to furnish, within five days after a request by the Department of Law, copies of executed offeree affidavits required by the Department of Law.

15. That the use for which the unit(s) and property being offered will comply with the property's certificate of occupancy, zoning, building and housing laws, rules and regulations.

16. The offeror and/or its principals have within the preceding five years participated in other no application letters as follows:

(1) Neversink River Hideaways Property Owner's Association, Inc., Town of Fallsburg, Sullivan County, New York (August 2002-File #HO-02-0062).

(2) Wild River Forest Property Owners' Association, Inc., Town of Remsen, Oneida County, New York (November 2002-File #NA02-HO169).

(3) Secret Pond Subdivision, Town of Pinckney, Lewis County, New York (January, 2003-file #NA02-0183).

(4) Riverside Estates Property Owners' Association, Inc., Town of Fowler, St. Lawrence County, New York (July 21, 2003 NA-03-101).

(5) Evergreen Farm Property Owners' Association, Inc., Town of Diana, Lewis County and Town of Pitcairn, St. Lawrence County, New York (June 2003 NA-03-0106).

(6) Solitude Forest Property Owners' Association, Inc., Towns of German and Pitcher, County of Chenango, State of New York (Sept. 2003-NA-03-0175).

(7) Blanchard Creek Property Owners' Association, Inc., Town of Redfield, Oswego County, New York (October 2003-NA-03-0187).

(8) Stony Brook Property Owners' Association, Inc., Town of Redfield, Oswego County, New York (December 2003, NA-03-0235).

(9) Lake in the Sky Property Owners' Association, Inc., Town of Gilboa, Schoharie County, New York (September 2003, NA-03-0165).

(10) Deer Haven Property Owners' Association, Inc., Town of Schuyler and Town of Herkimer, Herkimer County, New York (October 2004, HO-04-0092).

(11) Itaska Acres II Subdivision, Town of Barker, Broome County, New York (January 2005, HO-04-0113).

(12) Ridge View Property Owners' Association, Inc., Towns of Schuyler and Herkimer, Herkimer County, New York (March, 2005, HO-05-0024)


(13) Wood Haven Property Owner's Association, Inc., Town of Jefferson, Schoharie County, New York (May, 2005, HO-05-0042)

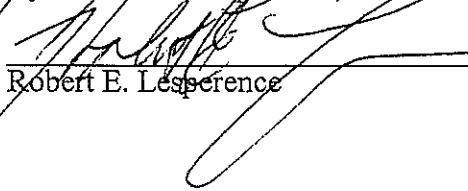
(14) Island Branch Property Owners' Association, Inc., Town of Fowler, St. Lawrence County, New York (June, 2005, HO-05-0046)

17. That an affidavit will be obtained from each proposed offeree prior to the closing on a lot that is subject to this application which will contain the following representations:

- (a) the offeree's name, residence and business address and legal status (corporation, partnership, individual; etc.);
- (b) that the offeree has read the affidavit of the offeror submitted as part of the application for a no-action letter;
- (c) that the offeree understands that no offering literature other than as required by the no-action letter will be provided;
- (d) that the offeree has inspected the subject property.

NEW YORK LAND & LAKES, INC.



By: Robert E. Lesperence, President

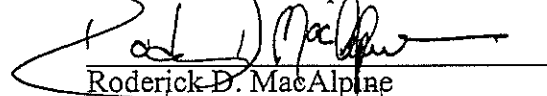

Robert E. Lesperence

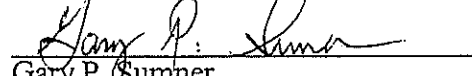
Sworn to before me this 27th
day of June, 2005


NOTARY PUBLIC

DONNA VANDERMARK
Notary Public, State of New York
01VA5081798
Qualified in Delaware County
Commission Expires 7/14/07


William A. MacAlpine


Roderick D. MacAlpine


Gary P. Sumner

Sworn to before me this 28th
day of June, 2005


NOTARY PUBLIC

MARCIA GARDNER, Notary Public
My Commission Expires March 28, 2006

SCHEDULE "A-1"

Paul B. Koerts

Professional Land Surveyor • GIS Consultant

Mail: P.O. Box 432, Greene, New York 13778-0432

Location: 517 Hotchkiss Road, Chenango Forks, New York 13746

Phone: 607-656-9578

Fax: 607-656-9133

Email: PKOERTS@stny.rr.com

DESCRIPTION OF PROPERTY FOR A PROPOSED ROAD
NEW YORK LAND & LAKES, INC.
PINE ISLAND FARM
(PROPOSED ROAD C)
(MAYHAM POND DRIVE)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, being designated as Proposed Road C, bounded and described as follows:

BEGINNING at a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set (hereafter referred to as pin set) in southerly highway boundary of Blackberry Street at the northwest corner of lands owned by Philip A. Denure, Jr. as recorded in the Schoharie County Clerk's Office in Liber 467 of deeds, at page a 255 and at the northeast corner of said Proposed Road C herein described, being S 84°49'39"E, a distance of 2543.33 feet from a pin set at the intersection of the westerly highway boundary of Kemper Mountain Road and the northerly highway boundary of said Blackberry Street;

THENCE southerly along the easterly highway boundary of said Proposed Road C the following five courses:

- 1) S 28°42'30" W along the westerly boundary of lands owned by said Denure a distance of 619.07 feet, to a 3/4 inch iron pipe found at the southwesterly corner of lands owned by said Denure;
- 2) N 61°14'39" W a distance of 25.00 feet, to a pin set;
- 3) Along a tangent curve to the right with a radius of 450.00 feet, an arc distance of 258.85 feet, subtended by a chord bearing S 45°11'15" W, a distance of 255.30 feet, to a point of tangency;
- 4) S 61°40'00" W a distance of 189.68 feet, to a point of curvature;
- 5) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.4515 feet, subtended by a chord bearing S 36°40'09" W, a distance of 16.90 feet, to a point of reverse curvature at the beginning of a cul-de-sac;

THENCE along said cul-de-sac a tangent curve to the right with a radius of 50.00 feet, an arc distance of 244.34 feet, subtended by a chord bearing N 28°20'00" W, a distance of 64.29 feet, to a point of reverse curvature at the end of a cul-de-sac;

THENCE northerly along the westerly boundary of said Proposed Road C the following five courses:

- 1) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing N 86°39'51" E, a distance of 16.90 feet, to a point of tangency;
- 2) N 61°40'00" E a distance of 189.68 feet, to a point of curvature;
- 3) Along a tangent curve to the left with a radius of 400.00 feet, an arc distance of 230.09 feet, subtended by a chord bearing N 45°11'15" E, a distance of 226.93 feet, to a point of tangency;
- 4) N 28°42'30" E a distance of 593.89 feet, to a pin set in said southerly highway boundary of Blackberry Street;

THENCE S 79°50'02" E along said Blackberry Street a distance of 79.11 feet, to the point of beginning.

CONTAINING 1.730 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004. All bearings are referenced to True Grid North NAD 27.

Paul B. Koerts

Professional Land Surveyor • GIS Consultant

Mail: P.O. Box 432, Greene, New York 13778-0432

Location: 517 Hotchkiss Road, Chenango Forks, New York 13746

Phone: 607-656-9578

Fax: 607-656-9133

Email: PKOERTS@stny.rr.com

DESCRIPTION OF PROPERTY FOR A PROPOSED ROAD
NEW YORK LAND & LAKES, INC.
PINE ISLAND FARM
(PROPOSED ROAD A)
(WILD BERRY DRIVE)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, being a roadway 50 feet in width designated as Proposed Road A, bounded and described as follows:

BEGINNING at a 5/8 inch rebar found in the northwesterly highway boundary of Blackberry Street at the easterly corner of lands owned by Diana Lynn Loucks & Patricia Denison as recorded in the Schoharie County Clerk's Office in Liber 698 of deeds, at page 197 and at the south corner of said Proposed Road A herein described, being S 63° 09'25" W, a distance of 1021.89 feet from a pin set at the intersection of the westerly highway boundary of Kemper Mountain Road and said northwesterly highway boundary of Blackberry Street;

THENCE northwesterly along the southwesterly boundary of said Proposed Road A the following three courses:

- 1) N 43°14'00" W along the northeasterly boundary of lands owned by said Loucks and Denison a distance of 343.83 feet, to a 5/8 inch rebar capped "Snyder" found at the northerly corner of said lands owned by Loucks and Denison;
- 2) N 46°02'52" W a distance of 365.50 feet, to a point of curvature;
- 3) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing N 71°02'42" W, a distance of 16.90 feet, to a point of reverse curvature at the beginning of a cul-de-sac;

THENCE along said cul-de-sac a tangent curve to the right with a radius of 50.00 feet, an arc distance of 244.34 feet, subtended by a chord bearing N 43°57'08" E, a distance of 64.29 feet, to a point of reverse curvature at the end of said cul-de-sac;

THENCE southeasterly along the northeasterly boundary of said Proposed Road A the following three courses:

- 1) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing S 21°03'01" E, a distance of 16.90 feet, to a point of tangency;
- 2) S 46°02'52" E a distance of 366.73 feet, to an angle point;
- 3) S 43°14'00" E a distance of 344.42 feet, to a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set in said northwesterly highway boundary of Blackberry Street;

THENCE along said northerly highway boundary of Blackberry Street a tangent curve to the left with a radius of 1522.72 feet, an arc distance of 50.01 feet, subtended by a chord bearing S 46°01'47" W, a distance of 50.00 feet, to the point of beginning.

CONTAINING 1.003 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004. All bearings are referenced to True Grid North NAD 27.

SCHEDULE "A-3"

Paul B. Koerts

Professional Land Surveyor • GIS Consultant

Mail: P.O. Box 432, Greene, New York 13778-0432

Location: 517 Hotchkiss Road, Chenango Forks, New York 13746

Phone: 607-656-9578

Fax: 607-656-9133

Email: PKOERTS@stny.rr.com

DESCRIPTION OF PROPERTY FOR A PROPOSED ROAD
NEW YORK LAND & LAKES, INC.
PINE ISLAND FARM
(PROPOSED ROAD B)
(FIELD STONE DRIVE)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, being a roadway 50 feet in width designated as Proposed Road B, bounded and described as follows:

BEGINNING at a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set (hereafter referred to as pin set) in the southerly highway boundary of Blackberry Street at the northeast corner of said Proposed Road B herein described, being S 77°02'09" E, a distance of 116.65 feet from a pin set at the intersection of the westerly highway boundary of Kemper Mountain Road and the northerly highway boundary of said Blackberry Street;

THENCE southerly along the easterly highway boundary of said Proposed Road B the following four courses:

- 1) S 12°08'43" E distance of 238.84 feet, to a point of curvature;
- 2) Along a tangent curve to the right with a radius of 1050.00 feet, an arc distance of 476.09 feet, subtended by a chord bearing S 0°50'38" W, a distance of 472.02 feet, to a point of tangency;
- 3) S 13°50'00" W a distance of 24.94 feet, to a point of curvature;
- 4) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing S 11°09'51" E, a distance of 16.90 feet, to a point of reverse curvature at the beginning of a cul-de-sac;

THENCE along said cul-de-sac a tangent curve to the right with a radius of 50.00 feet, an arc distance of 244.34 feet, subtended by a chord bearing N 76°10'00" W, a distance of 64.29 feet, to a point of reverse curvature at the end of a cul-de-sac;

THENCE northerly along the westerly boundary of said Proposed Road B the following four courses:

- 1) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing N 38°49'51" E, a distance of 16.90 feet, to a point of tangency;
- 2) N 13°50'00" E a distance of 24.94 feet, to a point of curvature;
- 3) Along a tangent curve to the left with a radius of 1000.00 feet, an arc distance of 453.41 feet, subtended by a chord bearing N 0°50'38" E, a distance of 449.54 feet, to a point of tangency;
- 4) N 12°08'43" W a distance of 238.84 feet, to a pin set in said southerly highway boundary of Blackberry Street;

THENCE N 77°51'17" E along said southerly highway boundary a distance of 50.00 feet, to the point of beginning.

CONTAINING 1.024 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004. All bearings are referenced to True Grid North NAD 27.

SCHEDULE "B"

Paul B. Koerts

Professional Land Surveyor • GIS Consultant

Mail: P.O. Box 432, Greene, New York 13778-0432

Location: 517 Hotchkiss Road, Chenango Forks, New York 13746

Phone: 607-656-9578

Fax: 607-656-9133

Email: PKOERTS@stny.rr.com

DESCRIPTION OF PROPERTY FOR LAKE ASSOCIATION
NEW YORK LAND & LAKES, INC.
PINE ISLAND FARM
(MAYHAM POND & COMMON AREA)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, being the bounds of Mayham Pond as the waterline was located on July 13, 2004, and a common area, more particularly bounded and described as follows:

BEGINNING at a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set (hereafter referred to as pin set) in the northerly highway boundary of South Gilboa Road (County Road 14) and at the southeast corner of premises herein described, being S 71°45'14" W, a distance of 1224.57 feet from a pin set at the intersection of southwesterly highway boundary of Blackberry Street and said northerly highway boundary of South Gilboa Road (County Road 14);

THENCE N 45°50'00" W a distance of 70.00 feet, to a pin set

THENCE continuing N 45°50'00" W a distance of 12.27 feet, to a point at the water line of Mayham Pond;

THENCE along the water line of Mayham Pond, as it winds and turns, the following eleven chord bearings and distances:

- 1) S 66°35'55" W a distance of 10.80 feet, to a point;
- 2) S 89°16'58" W a distance of 75.90 feet, to a point;
- 3) S 79°27'27" W a distance of 67.30 feet, to a point;
- 4) S 78°54'31" W a distance of 141.02 feet, to a point;
- 5) N 78°48'40" W a distance of 132.00 feet, to a point;
- 6) N 53°20'53" W a distance of 103.68 feet, to a point;
- 7) N 24°27'53" W a distance of 91.48 feet, to a point;
- 8) N 35°00'16" W a distance of 62.59 feet, to a point;
- 9) N 67°41'30" W a distance of 81.14 feet, to a point;
- 10) N 84°01'07" W a distance of 143.66 feet, to a point;
- 11) N 61°24'53" W a distance of 86.86 feet, to a point;

THENCE S 10°34'29" E a distance of 58.97 feet, to a pin set;

THENCE continuing S 10°34'29" E a distance of 200.00 feet, to a pin set in the northerly railroad boundary of Catskill Rail Committee;

THENCE said northerly railroad boundary the following two courses:

- 1) Along a tangent curve to the left with a radius of 2897.48 feet, an arc distance of 740.54 feet, subtended by a chord bearing N 70°22'52" W, a distance of 738.53 feet, to a point of compound curvature;
- 2) Along a tangent curve to the left with a radius of 11318.53 feet, an arc distance of 383.40 feet, subtended by a chord bearing N 78°40'24" W, a distance of 383.38 feet, to a pin set;

THENCE N 10°30'00" E a distance of 215.00 feet, to a pin set;

THENCE continuing N 10°30'00" E a distance of 22.93 feet, to a point at the water line of Mayham Pond;

THENCE along the water line of Mayham Pond, as it winds and turns, the following forty chord bearings and distances:

- 1) N 52°42'40" W a distance of 55.91 feet, to a point;
- 2) N 13°01'15" W a distance of 56.24 feet, to a point;
- 3) N 16°24'21" E a distance of 96.64 feet, to a point;
- 4) N 26°38'05" E a distance of 143.57 feet, to a point;
- 5) N 39°26'28" E a distance of 168.49 feet, to a point;
- 6) N 3°50'32" W a distance of 122.54 feet, to a point;
- 7) N 7°30'31" E a distance of 92.54 feet, to a point;
- 8) N 37°06'59" E a distance of 95.11 feet, to a point;
- 9) N 58°36'07" E a distance of 64.31 feet, to a point;
- 10) N 73°58'28" E a distance of 109.22 feet, to a point;
- 11) N 73°51'32" E a distance of 135.28 feet, to a point;
- 12) N 77°29'18" E a distance of 101.38 feet, to a point;
- 13) N 77°07'40" E a distance of 105.97 feet, to a point;
- 14) N 88°05'59" E a distance of 155.96 feet, to a point;
- 15) N 74°18'37" E a distance of 136.59 feet, to a point;
- 16) S 75°00'54" E a distance of 44.19 feet, to a point;
- 17) S 42°09'59" E a distance of 43.07 feet, to a point;
- 18) S 48°54'08" E a distance of 102.56 feet, to a point;
- 19) S 53°28'53" E a distance of 46.28 feet, to a point;
- 20) S 61°40'18" E a distance of 69.31 feet, to a point;
- 21) S 83°13'46" E a distance of 23.02 feet, to a point;
- 22) N 64°17'52" E a distance of 46.28 feet, to a point;
- 23) N 75°09'59" E a distance of 29.43 feet, to a point;
- 24) S 78°05'12" E a distance of 32.96 feet, to a point;
- 25) S 17°20'53" E a distance of 90.74 feet, to a point;
- 26) S 75°56'44" E a distance of 60.76 feet, to a point;
- 27) S 72°27'36" E a distance of 106.04 feet, to a point;
- 28) S 14°33'54" E a distance of 45.88 feet, to a point;
- 29) S 42°51'07" E a distance of 123.34 feet, to a point;
- 30) S 47°48'41" E a distance of 118.94 feet, to a point;
- 31) S 48°01'48" E a distance of 139.50 feet, to a point;
- 32) S 9°53'17" E a distance of 51.21 feet, to a point;
- 33) S 9°31'53" E a distance of 102.75 feet, to a point;
- 34) S 20°12'46" E a distance of 86.20 feet, to a point;
- 35) S 10°05'46" E a distance of 210.86 feet, to a point;
- 36) S 5°46'04" E a distance of 48.63 feet, to a point;
- 37) S 7°59'06" W a distance of 69.33 feet, to a point;
- 38) S 1°43'20" E a distance of 52.84 feet, to a point;
- 39) S 8°38'59" E a distance of 111.32 feet, to a point;
- 40) S 1°08'13" W a distance of 46.18 feet, to a point;

THENCE S 20°02'00" E a distance of 43.31 feet, to a pin set;

THENCE continuing S 20°02'00" E a distance of 100.00 feet, to a pin set in said northerly highway boundary of South Gilboa Road (County Road 14);

THENCE S 56°37'17" W along said northerly highway boundary of Gilboa Road (County Road 14) a distance of 86.96 feet, to the point of beginning.

CONTAINING 49.8 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004. All bearings are referenced to True Grid North NAD 27.

TOGETHER WITH a right of way, 50 feet in width, for ingress and egress from the parcel described above, to South Gilboa Road (County Road 14) more particularly bounded and described as follows:

BEGINNING at a point in the northerly highway boundary of South Gilboa Road (County Road 14) at the easterly corner of said right of way herein described, being the following three courses from an iron pin set at the point of beginning as stated in the parcel described above:

- 1) S 56°13'51" W, a distance of 109.84 feet;
- 2) S 60°25'28" W, a distance of 15.76 feet;
- 3) S 79°14'55" W, a distance of 73.13 feet to said point of beginning;

THENCE along said northerly boundary of South Gilboa Road the following two courses totaling 82.15 feet:

- 1) S 79°14'55" W a distance of 25.36 feet, to an angle point;
- 2) S 69°33'20" W a distance of 56.79 feet, to a point at the southeast corner of the right of way herein described;

THENCE westerly along the southerly boundary of the right of way herein described the following two courses:

- 1) N 69°50'00" W a distance of 531.77 feet, to an angle point;
- 2) N 88°20'00" W a distance of 130.76 feet, to a point in an easterly boundary of said parcel described above at the southwest corner of the right of way herein described, being N 10 34'29" W along said easterly boundary a distance of 12.88 from a pin set in the northerly railroad boundary of Catskill Rail Committee;

THENCE N 10°34'29" W a distance of 51.16 feet, to a point at the northwest corner of the right of way herein described;

THENCE easterly along the northerly boundary of the right of way herein described the following two courses:

- 1) S 88°20'00" E a distance of 149.75 feet, to an angle point;
- 2) S 69°50'00" E a distance of 604.79 feet, to the point of beginning.

CONTAINING 0.811 acres (35306 square feet) of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004.

PINE ISLAND FARM PROTECTIVE COVENANTS

- 1) Upon the acceptance and filing of a deed to any Grantee in the Pine Island Farm Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Pine Island Farm Property Owners' Association, Inc. b) have the right to use the property of the Pine Island Farm Property Owners' Association, Inc. for ingress and egress to and from Blackberry Street to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; c) have the right to use the property of the Pine Island Farm Property Owners' Association, Inc. designated as the "Common Area" and Mayham Pond; and d) pay the Pine Island Farm Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Pine Island Farm Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Pine Island Farm Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Pine Island Farm Property Owners' Association, Inc. Said charge may be increased or decreased by the Pine Island Farm Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Pine Island Farm Property Owners' Association, Inc., its successors and assigns. The charge for such use shall constitute a debt which may be collected in any Court of competent jurisdiction and upon the conveyance of any of the land described therein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay the Pine Island Farm Property Owners' Association, Inc., its successors and assigns all charges past, present or future as provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.
- 2) Grantee agrees to keep the premises in good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.
- 3) The premises conveyed shall only be used for single family homes. No commercial use of the property, except in home offices for the practice of a profession, shall be allowed. Only one dwelling shall be allowed on each parcel. Said dwelling shall consist of at least 1,000 square feet of enclosed living space. All uses to be in compliance with the Town of Gilboa local laws in effect.
- 4) Single wide and double wide mobile homes are not allowed. Modular homes are allowed.
- 5) No camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed 30 days per calendar year. Such camping trailers or other recreational vehicles must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary

living quarters allowed under this section must be removed from the premises at the end of the 30 day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.

6) No parcel may be further subdivided.

7) Individual lot owners are responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.

8) All driveway crossings and culvert sizes along municipal highways shall be approved by the appropriate Highway Superintendent prior to beginning construction of a driveway.

9) No water craft powered by any internal combustion engine shall be operated, maintained or launched on Mayham Pond. Electric powered boats shall be allowed.

10) For lake front parcels only: No live trees over six (6) inches in diameter may be cut or removed within one hundred (100) feet of Mayham Pond.

11) For as long as any portion of the property described in this deed is subject to regulation under Article 24 (the Freshwater Wetlands Act) of the Environmental Conservation Law of the State of New York (ECL), there shall be no construction, grading, filling, excavating, clearing or other related activity as defined by Article 24 of the Environmental Conservation Law on this property within the freshwater wetland area or 100 foot adjacent area as shown on the Final Subdivision Plat at anytime without having first having secured the necessary permission and permit required pursuant to the above noted Article 24. This restriction shall bind the Grantee's, their successors and assigns and shall be expressly set forth in all subsequent deeds to this property.

12) If any portion of the property described in this deed is subject to regulation under Federal Wetland Laws or Federal Laws pertaining to Waters of the United States, any construction, grading, filling, excavating, clearing or other regulated activity undertaken within these wetlands or waters which exceeds the minimum threshold requirements as defined by these laws, may require a permit from the Department of the Army, New York District, Corps of Engineers, Albany Field Office, 1 Bond Street, Troy, New York 12180. (518) 270-0588. This restriction shall bind the Grantee's, their successors and assigns and shall be expressly set forth in all subsequent deeds to this property.

13) No construction, grading, filling, excavating or similar activity is allowed within 100 feet of any water course without first having secured the necessary permission or permit from the NY State Department of Environmental Conservation or NY City Department of Environmental Protection if such permission or permit is required.

14) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.

15) These protective covenants are to run with the land and shall be binding upon New York Land & Lakes, Inc. and all persons claiming under it. The invalidation of any one of the Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The Protective Covenants may be enforced by New York Land & Lakes, Inc., the Pine Island Farm Property Owners' Association Inc., the Town of Gilboa, or the owner of any parcel within the subdivision. If New York Land & Lakes, Inc. brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

A. The new owner hereby acknowledges covenants, warrants, and represents that he/she shall install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the SPPP, such SPPP being attached hereto.

B. The installation and maintenance of the erosion control and stormwater management facilities shall be for the benefit of the owners of the Pine Island Subdivision, consumers of the New York City drinking water supply system as well as for all consumers of the New York City drinking water supply system.

C. The new owner's obligation to install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the attached SPPP shall be perpetual, shall run with the land, and shall be binding on the new owner's heirs, successors, and assigns.

D. The new owner hereby covenants, warrants and represents that any lease, mortgage, subdivision, or other transfer of the Pine Island Subdivision, or any interest therein, shall be subject to the restrictive covenants contained herein pertaining to the installation and maintenance of erosion control and stormwater management facilities, and any deed, mortgage, or other instrument of conveyance shall specifically refer to the attached SPPP and shall specifically state that the interest thereby conveyed is subject to covenants and restrictions contained herein.

E. Prior to conveying title to the Pine Island Subdivision, the applicant shall submit to the New York City Department of Environmental Protection a proposed deed containing the aforementioned real covenants and restrictions. An appropriate sample form is available from the Department upon request.

WARRANTY DEED

THIS INDENTURE

Made the day of , 2005

BETWEEN: NEW YORK LAND & LAKES, INC., a corporation organized and existing under the laws of the State of New York, having a principal place of business at 839 State Highway 7, Unadilla, New York 13849,

Party of the first part, and

Party of the second part

WITNESSETH, that the party of the first part, in consideration of ONE AND 00/100 Dollars (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

All that piece or parcel of land situate, lying and being in the Town of Gilboa, County of Schoharie and State of New York, known and designated as Lot # on a map and survey prepared by Paul B. Koerts, Professional Land Surveyor #49580 dated July 13, 2004, "Final Plat Subdivision of Pine Island Farm Section 1 Bklackberry St, So. Gilboa Rod & Kemper Mountain Rd Tax Map No. - 198-1-16.4, 189-2-1.11 & 2.11", and filed in the Schoharie County Clerk's Office on June 29, 2005 as Map #4685.

EXCEPTING AND RESERVING to the grantor herein the right to grant a standard easement for utility purposes not to exceed 50 feet in width.

Subject to all covenants, conditions, restrictions, agreements, easements and rights-of-way of record and/or as shown on abovementioned filed subdivision map.

Subject to the following covenants and restrictions:

1) Upon the acceptance and filing of a deed to any Grantee in the Pine Island Farm Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Pine Island Farm Property Owners' Association, Inc. b) have the right to use the property of the Pine Island Farm Property Owners' Association, Inc. for ingress and egress to and from Blackberry Street to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; c) have the right to use the property of the Pine Island Farm Property Owners' Association, Inc. designated as the "Common Area" and Mayham Pond; and d) pay the Pine Island Farm Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Pine Island Farm Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Pine Island Farm Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Pine Island Farm Property Owners' Association, Inc. Said charge may be increased or decreased by the Pine Island Farm Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Pine Island Farm Property Owners' Association, Inc., its successors and assigns. The charge for such use shall constitute a debt which may be collected in any Court of competent jurisdiction and upon the conveyance of any of the land described therein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay the Pine Island Farm Property Owners' Association, Inc., its successors and assigns all charges past, present or future as

provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.

2) Grantee agrees to keep the premises in good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.

3) The premises conveyed shall only be used for single family homes. No commercial use of the property, except in home offices for the practice of a profession, shall be allowed. Only one dwelling shall be allowed on each parcel. Said dwelling shall consist of at least 1,000 square feet of enclosed living space. All uses to be in compliance with the Town of Gilboa local laws in effect.

4) Single wide and double wide mobile homes are not allowed. Modular homes are allowed.

5) No camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed 30 days per calendar year. Such camping trailers or other recreational vehicles must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the 30 day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.

6) No parcel may be further subdivided.

7) Individual lot owners are responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.

8) All driveway crossings and culvert sizes along municipal highways shall be approved by the appropriate Highway Superintendent prior to beginning construction of a driveway.

9) No water craft powered by any internal combustion engine shall be operated, maintained or launched on Mayham Pond. Electric powered boats shall be allowed.

10) For lake front parcels only: No live trees over six (6) inches in diameter may be cut or removed within one hundred (100) feet of Mayham Pond.

11) For as long as any portion of the property described in this deed is subject to regulation under Article 24 (the Freshwater Wetlands Act) of the Environmental Conservation Law of the State of New York (ECL), there shall be no construction, grading, filling, excavating, clearing or other related activity as defined by Article 24 of the Environmental Conservation Law on this property within the freshwater wetland area or 100 foot adjacent area as shown on the Final Subdivision Plat at anytime without having first having secured the necessary permission and permit required pursuant to the above noted Article 24. This restriction shall bind the Grantee's, their successors and assigns and shall be expressly set forth in all subsequent deeds to this property.

12) If any portion of the property described in this deed is subject to regulation under Federal Wetland Laws or Federal Laws pertaining to Waters of the United States, any construction, grading, filling, excavating, clearing or other regulated activity undertaken within these wetlands or waters which exceeds the minimum threshold requirements as defined by these laws, may require a permit from the Department of the Army, New York District, Corps of Engineers, Albany Field Office, 1 Bond Street,

Troy, New York 12180. (518) 270-0588. This restriction shall bind the Grantee's, their successors and assigns and shall be expressly set forth in all subsequent deeds to this property.

13) No construction, grading, filling, excavating or similar activity is allowed within 100 feet of any water course without first having secured the necessary permission or permit from the NY State Department of Environmental Conservation or NY City Department of Environmental Protection if such permission or permit is required.

14) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.

15) These protective covenants are to run with the land and shall be binding upon New York Land & Lakes, Inc. and all persons claiming under it. The invalidation of any one of the Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The Protective Covenants may be enforced by New York Land & Lakes, Inc., the Pine Island Farm Property Owners' Association Inc., the Town of Gilboa, or the owner of any parcel within the subdivision. If New York Land & Lakes, Inc. brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

Also subject to the following additional covenants and restrictions:

(A) The new owner herein hereby acknowledges, covenants, warrants and represents that grantee shall install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the Stormwater Pollution Prevention Plan, which Stormwater Pollution Prevention Plan is hereby incorporated by reference herein.

(B) The installation and maintenance of the erosion controls and stormwater management facilities shall be for the benefit of the owners of the Pine Island Subdivision, Consumers of the New York City drinking water supply system.

(C) The new owner's obligation to install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the above referenced Stormwater Pollution Prevention Plan shall be perpetual, shall run with the land and shall be binding on the new owner's heirs, successors and assigns.

(D) The new owner hereby covenants, warrants and represents that any lease, mortgage, subdivision or other transfer of the Pine Island Subdivision, or any interest therein, shall be subject to the restrictive covenants contained herein pertaining to the installation and maintenance of erosion control and stormwater management facilities and any deed, mortgage or other instrument of conveyance shall specifically refer to the aforementioned Stormwater Pollution Prevention Plan and shall specifically state that the interest thereby conveyed is subject to the covenants and restrictions contained herein.

(E) Prior to conveying title to the pine Island Subdivision, the applicant shall submit to the New York City Department of Environmental Protection a proposed Deed containing the aforementioned real covenants and restrictions. An appropriate sample form is available from the Department upon request.

The grantee herein hereby executes this Deed to acknowledge receipt of a copy of the aforementioned Stormwater Pollution Prevention Plan as well as a copy of the six (6) page Stormwater

Pollution Prevention Plan Determination dated May 24, 2005 from The New York City Department of Environmental Protection to New York Land and Lakes and the certification by contractor form attached thereto.

The Grantee herein also executes this Deed to acknowledge acceptance of the terms of this Indenture.

WARRANTY DEED

THIS INDENTURE

Made the day of , 2005

BETWEEN: NEW YORK LAND & LAKES, INC., a corporation organized and existing under the laws of the State of New York, having a principal place of business at 839 State Highway 7, Unadilla, New York 13849,

Party of the first part, and

Party of the second part

WITNESSETH, that the party of the first part, in consideration of ONE AND 00/100 Dollars (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

All that piece or parcel of land situate, lying and being in the Town of Gilboa, County of Schoharie and State of New York, known and designated as Lot # on a map and survey prepared by Paul B. Koerts, Professional Land Surveyor #49580 dated July 13, 2004, "Final Plat Subdivision of Pine Island Farm Section 2 Bklackberry St, So. Gilboa Rod & Kemper Mountain Rd Tax Map No. - 198-1-16.4, 189-2-1.11 & 2.11", and filed in the Schoharie County Clerk's Office on June 29, 2005 as Map #4685.

EXCEPTING AND RESERVING to the grantor herein the right to grant a standard easement for utility purposes not to exceed 50 feet in width.

Subject to all covenants, conditions, restrictions, agreements, easements and rights-of-way of record and/or as shown on abovementioned filed subdivision map.

Subject to the following covenants and restrictions:

1) Upon the acceptance and filing of a deed to any Grantee in the Pine Island Farm Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Pine Island Farm Property Owners' Association, Inc. b) have the right to use the property of the Pine Island Farm Property Owners' Association, Inc. for ingress and egress to and from Blackberry Street to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; c) have the right to use the property of the Pine Island Farm Property Owners' Association, Inc. designated as the "Common Area" and Mayham Pond; and d) pay the Pine Island Farm Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Pine Island Farm Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Pine Island Farm Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Pine Island Farm Property Owners' Association, Inc. Said charge may be increased or decreased by the Pine Island Farm Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Pine Island Farm Property Owners' Association, Inc., its successors and assigns. The charge for such use shall constitute a debt which may be collected in any Court of competent jurisdiction and upon the conveyance of any of the land described therein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay the Pine Island Farm Property Owners' Association, Inc., its successors and assigns all charges past, present or future as

provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.

2) Grantee agrees to keep the premises in good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.

3) The premises conveyed shall only be used for single family homes. No commercial use of the property, except in home offices for the practice of a profession, shall be allowed. Only one dwelling shall be allowed on each parcel. Said dwelling shall consist of at least 1,000 square feet of enclosed living space. All uses to be in compliance with the Town of Gilboa local laws in effect.

4) Single wide and double wide mobile homes are not allowed. Modular homes are allowed.

5) No camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed 30 days per calendar year. Such camping trailers or other recreational vehicles must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the 30 day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.

6) No parcel may be further subdivided.

7) Individual lot owners are responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.

8) All driveway crossings and culvert sizes along municipal highways shall be approved by the appropriate Highway Superintendent prior to beginning construction of a driveway.

9) No water craft powered by any internal combustion engine shall be operated, maintained or launched on Mayham Pond. Electric powered boats shall be allowed.

10) For lake front parcels only: No live trees over six (6) inches in diameter may be cut or removed within one hundred (100) feet of Mayham Pond.

11) For as long as any portion of the property described in this deed is subject to regulation under Article 24 (the Freshwater Wetlands Act) of the Environmental Conservation Law of the State of New York (ECL), there shall be no construction, grading, filling, excavating, clearing or other related activity as defined by Article 24 of the Environmental Conservation Law on this property within the freshwater wetland area or 100 foot adjacent area as shown on the Final Subdivision Plat at anytime without having first having secured the necessary permission and permit required pursuant to the above noted Article 24. This restriction shall bind the Grantee's, their successors and assigns and shall be expressly set forth in all subsequent deeds to this property.

12) If any portion of the property described in this deed is subject to regulation under Federal Wetland Laws or Federal Laws pertaining to Waters of the United States, any construction, grading, filling, excavating, clearing or other regulated activity undertaken within these wetlands or waters which exceeds the minimum threshold requirements as defined by these laws, may require a permit from the Department of the Army, New York District, Corps of Engineers, Albany Field Office, 1 Bond Street,

Troy, New York 12180. (518) 270-0588. This restriction shall bind the Grantee's, their successors and assigns and shall be expressly set forth in all subsequent deeds to this property.

13) No construction, grading, filling, excavating or similar activity is allowed within 100 feet of any water course without first having secured the necessary permission or permit from the NY State Department of Environmental Conservation or NY City Department of Environmental Protection if such permission or permit is required.

14) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.

15) These protective covenants are to run with the land and shall be binding upon New York Land & Lakes, Inc. and all persons claiming under it. The invalidation of any one of the Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The Protective Covenants may be enforced by New York Land & Lakes, Inc., the Pine Island Farm Property Owners' Association Inc., the Town of Gilboa, or the owner of any parcel within the subdivision. If New York Land & Lakes, Inc. brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

Also subject to the following additional covenants and restrictions:

(A) The new owner herein hereby acknowledges, covenants, warrants and represents that grantee shall install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the Stormwater Pollution Prevention Plan, which Stormwater Pollution Prevention Plan is hereby incorporated by reference herein.

(B) The installation and maintenance of the erosion controls and stormwater management facilities shall be for the benefit of the owners of the Pine Island Subdivision, Consumers of the New York City drinking water supply system.

(C) The new owner's obligation to install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the above referenced Stormwater Pollution Prevention Plan shall be perpetual, shall run with the land and shall be binding on the new owner's heirs, successors and assigns.

(D) The new owner hereby covenants, warrants and represents that any lease, mortgage, subdivision or other transfer of the Pine Island Subdivision, or any interest therein, shall be subject to the restrictive covenants contained herein pertaining to the installation and maintenance of erosion control and stormwater management facilities and any deed, mortgage or other instrument of conveyance shall specifically refer to the aforementioned Stormwater Pollution Prevention Plan and shall specifically state that the interest thereby conveyed is subject to the covenants and restrictions contained herein.

(E) Prior to conveying title to the pine Island Subdivision, the applicant shall submit to the New York City Department of Environmental Protection a proposed Deed containing the aforementioned real covenants and restrictions. An appropriate sample form is available from the Department upon request.

The grantee herein hereby executes this Deed to acknowledge receipt of a copy of the aforementioned Stormwater Pollution Prevention Plan as well as a copy of the six (6) page Stormwater

Pollution Prevention Plan Determination dated May 24, 2005 from The New York City Department of Environmental Protection to New York Land and Lakes and the certification by contractor form attached thereto.

The Grantee herein also executes this Deed to acknowledge acceptance of the terms of this Indenture.

TOGETHER with the appurtenances and all the estate and right of the party of the first part in and to said premises.

TO have and to hold the premises herein granted unto the party of the second part, the heirs and assigns forever.

AND the party of the first part covenants as follows:

FIRST, That the party of the first part is seized of said premises in fee simple, and has good right to convey the same;

SECOND, That the party of the second part shall quietly enjoy the said premises;

THIRD, That the said premises are free from encumbrances;

FOURTH, That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH, That the party of the first part will forever WARRANT the title to said premises;

SIXTH, That in compliance with Section 13 of the Lien Law, 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 purposes of paying the cost of the improvement before using any part of the total of the same for any purpose.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this _____ day of _____, Two Thousand Five.

NEW YORK LAND & LAKES, INC.

BY: _____
Robert Lesperence, President

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

On the _____ day of _____ in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT LESPERENCE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of _____ in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

This Indenture made July 27, 2005

Between: NEW YORK LAND & LAKES, INC., a corporation organized and existing under the laws of the State of New York, having a principal place of business at 839 State Highway 7, Unadilla, NY 13849.

party of the first part, and
PINE ISLAND FARM PROPERTY OWNERS' ASSOCIATION, INC., with an address of 839 State Highway 7, Unadilla, NY 13849.

party of the second part,
Witnesseth that the party of the first part, in consideration of Ten and 00/100 (\$10.00) lawful money of the United States and other good and valuable ~~XXXXXXXX~~ consideration lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, all

SEE SCHEDULE "A" ATTACHED HERETO.

TOGETHER with the appurtenances and all the estate and right of the party of the first part in and to said premises.

TO have and to hold the premises herein granted unto the party of the second part, the heirs and assigns forever.

AND the party of the first part covenants as follows:

FIRST, That the party of the first part is seized of said premises in fee simple, and has good right to convey the same;

SECOND, That the party of the second part shall quietly enjoy the said premises;

THIRD, That the said premises are free from encumbrances;

FOURTH, That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH, That the party of the first part will forever WARRANT the title to said premises;

SIXTH, That in compliance with Section 13 of the Lien Law, 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 purposes of paying the cost of the improvement before using any part of the total of the same for any purpose.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 27th day of July, Two Thousand Five.

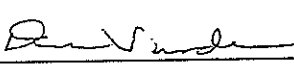
NEW YORK LAND & LAKES, INC.

BY: 

Robert Lesperence, President

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

On the 27th day of July in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT LESPERENCE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

DONNA VANDERMARK
Notary Public, State of New York
01VA5081798
Qualified in Delaware County
Commission Expires 7/14/07

SCHEDULE "A"

DESCRIPTION OF PROPERTY FOR A PROPOSED ROAD
NEW YORK LAND & LAKES, INC.
PINE ISLAND FARM
(PROPOSED ROAD C)
(MAYHAM POND DRIVE)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, being designated as Proposed Road C, bounded and described as follows:

BEGINNING at a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set (hereafter referred to as pin set) in southerly highway boundary of Blackberry Street at the northwest corner of lands owned by Philip A. Denure, Jr. as recorded in the Schoharie County Clerk's Office in Liber 467 of deeds, at page a 255 and at the northeast corner of said Proposed Road C herein described, being S 84°49'39"E, a distance of 2543.33 feet from a pin set at the intersection of the westerly highway boundary of Kemper Mountain Road and the northerly highway boundary of said Blackberry Street;

THENCE southerly along the easterly highway boundary of said Proposed Road C the following five courses:

- 1) S 28°42'30" W along the westerly boundary of lands owned by said Denure a distance of 619.07 feet, to a ¾ inch iron pipe found at the southwesterly corner of lands owned by said Denure;
- 2) N 61°14'39" W a distance of 25.00 feet, to a pin set;
- 3) Along a tangent curve to the right with a radius of 450.00 feet, an arc distance of 258.85 feet, subtended by a chord bearing S 45°11'15" W, a distance of 255.30 feet, to a point of tangency;
- 4) S 61°40'00" W a distance of 189.68 feet, to a point of curvature;
- 5) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.4515 feet, subtended by a chord bearing S 36°40'09" W, a distance of 16.90 feet, to a point of reverse curvature at the beginning of a cul-de-sac;

THENCE along said cul-de-sac a tangent curve to the right with a radius of 50.00 feet, an arc distance of 244.34 feet, subtended by a chord bearing N 28°20'00" W, a distance of 64.29 feet, to a point of reverse curvature at the end of a cul-de-sac;

THENCE northerly along the westerly boundary of said Proposed Road C the following five courses:

- 1) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing N 86°39'51" E, a distance of 16.90 feet, to a point of tangency;
- 2) N 61°40'00" E a distance of 189.68 feet, to a point of curvature;
- 3) Along a tangent curve to the left with a radius of 400.00 feet, an arc distance of 230.09 feet, subtended by a chord bearing N 45°11'15" E, a distance of 226.93 feet, to a point of tangency;
- 4) N 28°42'30" E a distance of 593.89 feet, to a pin set in said southerly highway boundary of Blackberry Street;

THENCE S 79°50'02" E along said Blackberry Street a distance of 79.11 feet, to the point of beginning.

CONTAINING 1.730 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004. All bearings are referenced to True Grid North NAD 27.

DESCRIPTION OF PROPERTY FOR A PROPOSED ROAD
NEW YORK LAND & LAKES, INC.
PINE ISLAND FARM
(PROPOSED ROAD A)
(WILD BERRY DRIVE)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, being a roadway 50 feet in width designated as Proposed Road A, bounded and described as follows:

BEGINNING at a 5/8 inch rebar found in the northwesterly highway boundary of Blackberry Street at the easterly corner of lands owned by Diana Lynn Loucks & Patricia Denison as recorded in the Schoharie County Clerk's Office in Liber 698 of deeds, at page 197 and at the south corner of said Proposed Road A herein described, being S 63° 09'25" W, a distance of 1021.89 feet from a pin set at the intersection of the westerly highway boundary of Kemper Mountain Road and said northwesterly highway boundary of Blackberry Street;

THENCE northwesterly along the southwesterly boundary of said Proposed Road A the following three courses:

- 1) N 43°14'00" W along the northeasterly boundary of lands owned by said Loucks and Denison a distance of 343.83 feet, to a 5/8 inch rebar capped "Snyder" found at the northerly corner of said lands owned by Loucks and Denison;
- 2) N 46°02'52" W a distance of 365.50 feet, to a point of curvature;
- 3) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing N 71°02'42" W, a distance of 16.90 feet, to a point of reverse curvature at the beginning of a cul-de-sac;

THENCE along said cul-de-sac a tangent curve to the right with a radius of 50.00 feet, an arc distance of 244.34 feet, subtended by a chord bearing N 43°57'08" E, a distance of 64.29 feet, to a point of reverse curvature at the end of said cul-de-sac;

THENCE southeasterly along the northeasterly boundary of said Proposed Road A the following three courses:

- 1) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing S 21°03'01" E, a distance of 16.90 feet, to a point of tangency;
- 2) S 46°02'52" E a distance of 366.73 feet, to an angle point;
- 3) S 43°14'00" E a distance of 344.42 feet, to a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set in said northwesterly highway boundary of Blackberry Street;

THENCE along said northerly highway boundary of Blackberry Street a tangent curve to the left with a radius of 1522.72 feet, an arc distance of 50.01 feet, subtended by a chord bearing S 46°01'47" W, a distance of 50.00 feet, to the point of beginning.

CONTAINING 1.003 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004. All bearings are referenced to True Grid North NAD 27.

DESCRIPTION OF PROPERTY FOR A PROPOSED ROAD
NEW YORK LAND & LAKES, INC.
PINE ISLAND FARM
(PROPOSED ROAD B)
(FIELD STONE DRIVE)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, being a roadway 50 feet in width designated as Proposed Road B, bounded and described as follows:

BEGINNING at a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set (hereafter referred to as pin set) in the southerly highway boundary of Blackberry Street at the northeast corner of said Proposed Road B herein described, being S 77°02'09" E, a distance of 116.65 feet from a pin set at the intersection of the westerly highway boundary of Kemper Mountain Road and the northerly highway boundary of said Blackberry Street;

THENCE southerly along the easterly highway boundary of said Proposed Road B the following four courses:

- 1) S 12°08'43" E distance of 238.84 feet, to a point of curvature;
- 2) Along a tangent curve to the right with a radius of 1050.00 feet, an arc distance of 476.09 feet, subtended by a chord bearing S 0°50'38" W, a distance of 472.02 feet, to a point of tangency;
- 3) S 13°50'00" W a distance of 24.94 feet, to a point of curvature;
- 4) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing S 11°09'51" E, a distance of 16.90 feet, to a point of reverse curvature at the beginning of a cul-de-sac;

THENCE along said cul-de-sac a tangent curve to the right with a radius of 50.00 feet, an arc distance of 244.34 feet, subtended by a chord bearing N 76°10'00" W, a distance of 64.29 feet, to a point of reverse curvature at the end of a cul-de-sac;

THENCE northerly along the westerly boundary of said Proposed Road B the following four courses:

- 1) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing N 38°49'51" E, a distance of 16.90 feet, to a point of tangency;
- 2) N 13°50'00" E a distance of 24.94 feet, to a point of curvature;
- 3) Along a tangent curve to the left with a radius of 1000.00 feet, an arc distance of 453.41 feet, subtended by a chord bearing N 0°50'38" E, a distance of 449.54 feet, to a point of tangency;
- 4) N 12°08'43" W a distance of 238.84 feet, to a pin set in said southerly highway boundary of Blackberry Street;

THENCE N 77°51'17" E along said southerly highway boundary a distance of 50.00 feet, to the point of beginning.

CONTAINING 1.024 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004. All bearings are referenced to True Grid North NAD 27.

DESCRIPTION OF PROPERTY FOR LAKE ASSOCIATION
NEW YORK LAND & LAKES, INC.
PINE ISLAND FARM
(MAYHAM POND & COMMON AREA)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, being the bounds of Mayham Pond as the waterline was located on July 13, 2004, and a common area, more particularly bounded and described as follows:

BEGINNING at a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set (hereafter referred to as pin set) in the northerly highway boundary of South Gilboa Road (County Road 14) and at the southeast corner of premises herein described, being S 71°45'14" W, a distance of 1224.57 feet from a pin set at the intersection of southwesterly highway boundary of Blackberry Street and said northerly highway boundary of South Gilboa Road (County Road 14);

THENCE N 45°50'00" W a distance of 70.00 feet, to a pin set

THENCE continuing N 45°50'00" W a distance of 12.27 feet, to a point at the water line of Mayham Pond;

THENCE along the water line of Mayham Pond, as it winds and turns, the following eleven chord bearings and distances:

- 1) S 66°35'55" W a distance of 10.80 feet, to a point;
- 2) S 89°16'58" W a distance of 75.90 feet, to a point;
- 3) S 79°27'27" W a distance of 67.30 feet, to a point;
- 4) S 78°54'31" W a distance of 141.02 feet, to a point;
- 5) N 78°48'40" W a distance of 132.00 feet, to a point;
- 6) N 53°20'53" W a distance of 103.68 feet, to a point;
- 7) N 24°27'53" W a distance of 91.48 feet, to a point;
- 8) N 35°00'16" W a distance of 62.59 feet, to a point;
- 9) N 67°41'30" W a distance of 81.14 feet, to a point;
- 10) N 84°01'07" W a distance of 143.66 feet, to a point;
- 11) N 61°24'53" W a distance of 86.86 feet, to a point;

THENCE S 10°34'29" E a distance of 58.97 feet, to a pin set;

THENCE continuing S 10°34'29" E a distance of 200.00 feet, to a pin set in the northerly railroad boundary of Catskill Rail Committee;

THENCE said northerly railroad boundary the following two courses:

- 1) Along a tangent curve to the left with a radius of 2897.48 feet, an arc distance of 740.54 feet, subtended by a chord bearing N 70°22'52" W, a distance of 738.53 feet, to a point of compound curvature;
- 2) Along a tangent curve to the left with a radius of 11318.53 feet, an arc distance of 383.40 feet, subtended by a chord bearing N 78°40'24" W, a distance of 383.38 feet, to a pin set;

THENCE N 10°30'00" E a distance of 215.00 feet, to a pin set;

THENCE continuing N 10°30'00" E a distance of 22.93 feet, to a point at the water line of Mayham Pond;

THENCE along the water line of Mayham Pond, as it winds and turns, the following forty chord bearings and distances:

- 1) N 52°42'40" W a distance of 55.91 feet, to a point;
- 2) N 13°01'15" W a distance of 56.24 feet, to a point;
- 3) N 16°24'21" E a distance of 96.64 feet, to a point;
- 4) N 26°38'05" E a distance of 143.57 feet, to a point;
- 5) N 39°26'28" E a distance of 168.49 feet, to a point;
- 6) N 3°50'32" W a distance of 122.54 feet, to a point;
- 7) N 7°30'31" E a distance of 92.54 feet, to a point;
- 8) N 37°06'59" E a distance of 95.11 feet, to a point;
- 9) N 58°36'07" E a distance of 64.31 feet, to a point;
- 10) N 73°58'28" E a distance of 109.22 feet, to a point;
- 11) N 73°51'32" E a distance of 135.28 feet, to a point;
- 12) N 77°29'18" E a distance of 101.38 feet, to a point;
- 13) N 77°07'40" E a distance of 105.97 feet, to a point;
- 14) N 88°05'59" E a distance of 155.96 feet, to a point;
- 15) N 74°18'37" E a distance of 136.59 feet, to a point;
- 16) S 75°00'54" E a distance of 44.19 feet, to a point;
- 17) S 42°09'59" E a distance of 43.07 feet, to a point;
- 18) S 48°54'08" E a distance of 102.56 feet, to a point;
- 19) S 53°28'53" E a distance of 46.28 feet, to a point;
- 20) S 61°40'18" E a distance of 69.31 feet, to a point;
- 21) S 83°13'46" E a distance of 23.02 feet, to a point;
- 22) N 64°17'52" E a distance of 46.28 feet, to a point;
- 23) N 75°09'59" E a distance of 29.43 feet, to a point;
- 24) S 78°05'12" E a distance of 32.96 feet, to a point;
- 25) S 17°20'53" E a distance of 90.74 feet, to a point;
- 26) S 75°56'44" E a distance of 60.76 feet, to a point;
- 27) S 72°27'36" E a distance of 106.04 feet, to a point;
- 28) S 14°33'54" E a distance of 45.88 feet, to a point;
- 29) S 42°51'07" E a distance of 123.34 feet, to a point;
- 30) S 47°48'41" E a distance of 118.94 feet, to a point;
- 31) S 48°01'48" E a distance of 139.50 feet, to a point;
- 32) S 9°53'17" E a distance of 51.21 feet, to a point;
- 33) S 9°31'53" E a distance of 102.75 feet, to a point;
- 34) S 20°12'46" E a distance of 86.20 feet, to a point;
- 35) S 10°05'46" E a distance of 210.86 feet, to a point;
- 36) S 5°46'04" E a distance of 48.63 feet, to a point;
- 37) S 7°59'06" W a distance of 69.33 feet, to a point;
- 38) S 1°43'20" E a distance of 52.84 feet, to a point;
- 39) S 8°38'59" E a distance of 111.32 feet, to a point;
- 40) S 1°08'13" W a distance of 46.18 feet, to a point;

THENCE S 20°02'00" E a distance of 43.31 feet, to a pin set;

THENCE continuing S 20°02'00" E a distance of 100.00 feet, to a pin set in said northerly highway boundary of South Gilboa Road (County Road 14);

THENCE S 56°37'17" W along said northerly highway boundary of Gilboa Road (County Road 14) a distance of 86.96 feet, to the point of beginning.

CONTAINING 49.8 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004. All bearings are referenced to True Grid North NAD 27.

TOGETHER WITH a right of way, 50 feet in width, for ingress and egress from the parcel described above, to South Gilboa Road (County Road 14) more particularly bounded and described as follows:

BEGINNING at a point in the northerly highway boundary of South Gilboa Road (County Road 14) at the easterly corner of said right of way herein described, being the following three courses from an iron pin set at the point of beginning as stated in the parcel described above:

- 1) S 56°13'51" W, a distance of 109.84 feet;
- 2) S 60°25'28" W, a distance of 15.76 feet;
- 3) S 79°14'55" W, a distance of 73.13 feet to said point of beginning;

THENCE along said northerly boundary of South Gilboa Road the following two courses totaling 82.15 feet:

- 1) S 79°14'55" W a distance of 25.36 feet, to an angle point;
- 2) S 69°33'20" W a distance of 56.79 feet, to a point at the southeast corner of the right of way herein described;

THENCE westerly along the southerly boundary of the right of way herein described the following two courses:

- 1) N 69°50'00" W a distance of 531.77 feet, to an angle point;
- 2) N 88°20'00" W a distance of 130.76 feet, to a point in an easterly boundary of said parcel described above at the southwest corner of the right of way herein described, being N 10°34'29" W along said easterly boundary a distance of 12.88 from a pin set in the northerly railroad boundary of Catskill Rail Committee;

THENCE N 10°34'29" W a distance of 51.16 feet, to a point at the northwest corner of the right of way herein described;

THENCE easterly along the northerly boundary of the right of way herein described the following two courses:

- 1) S 88°20'00" E a distance of 149.75 feet, to an angle point;
- 2) S 69°50'00" E a distance of 604.79 feet, to the point of beginning.

CONTAINING 0.811 acres (35306 square feet) of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004.

PINE ISLAND FARM
PROPERTY OWNERS' ASSOCIATION, INC.

PROJECTED ANNUAL BUDGET

For the First Year of Operation Beginning January 1, 2005

INCOME \$ 16,077.00

EXPENSES FOR ALL 38 LOTS

Reserve for future dam repairs (3)	\$ 2,000.00
Annual Common Area Maintenance (4)	\$ 3,000.00
Liability Insurance (5)	\$ 2,459.00
Property Taxes (6)	\$ 500.00
Franchise Tax Return	<u>\$ 100.00</u>
TOTAL	\$ 8,059.00

EXPENSES FOR LOTS 10 – 16, 18 – 24 & 30 – 33 ONLY
(in addition to those above)

Snowplowing (1)	\$ 3,800.00
Reserve for road repairs (2)	\$ 3,468.00
Annual Inspection of road	<u>\$ 750.00</u>
TOTAL	\$ 8,018.00

TOTAL ANNUAL EXPENSES \$16,077.00

ESTIMATED ANNUAL COST PER LOT OWNER (Lots 1-9, 17,
25 – 29 & 34 - 38) \$ 212.08

ESTIMATED ANNUAL COST PER LOT OWNER (Lots 10 – 16,
18 – 24 & 30 – 33 ONLY) \$ 657.49

ESTIMATED MONTHLY COST PER LOT OWNER (Lots 1-9, 17,
25 – 29 & 34 - 38) \$ 17.67

ESTIMATED MONTHLY COST PER LOT OWNER (Lots 10 – 16,
18 – 24 & 30 – 33 ONLY) \$ 54.79

Footnotes:

1. Snowplowing– provides for a snowplowing program based on an estimate dated May 24, 2005 received from Boyle Excavating a copy of which is attached. These expenses pertain only to lots 10-16, 18-24 & 30-33 only.
2. Road Repair Reserve – provides for a road repair program as outlined in a proposal from Boyle Excavating dated May 24, 2005 a copy of which is attached. This program will insure that funds will be available to the Association for future repairs should they be necessary. This expense pertains to lots 10-16, 18-24 & 30-33 only.
3. An annual reserve for future dam repairs has been established in the event the Mayham Pond dam should require repairs.
4. Annual common area maintenance includes mowing, clean-up and debris removal within all common area properties which includes the shoulders, ditches and swales along all Association roads in accordance with the Stormwater Pollution Prevention Plan prepared by Keystone Associates dated September 3, 2004, and the area around the dam in accordance with the routine maintenance procedures outlined in the report on the Mayham Pond dam prepared by B.J. O’Neill, P.E. dated June 9, 2004.
5. Property and Liability Insurance quote is based on an estimate dated March 31, 2005 received from S.H. Smith & Company, Inc. a copy of which is attached.
6. Property taxes are an estimate based on the assumption that the Town of Gilboa will place taxable value on the private road and common area.

To: New York Land & Lakes, Inc.
839 State Hwy 7
Unadilla, N.Y. 13849
563-8870 Wk 563-7719 Fax
Alannylandandlakes@stny.rr.com

From: Bill Boyle Jr.
Date: 5/24/05
Subject: Pine Island Farm project maintenance

We hereby submit specifications and estimates for:

1. Re-grade all three roads totaling approx. 3,000' +/- length X 18' wide, and vibratory roll once every four years.\$5,250.00
2. Supply and place 3" of screened gravel all three roads totaling approx. 3,000' +/- length X 18' wide, and vibratory roll once every eight years.....\$17,250.00
3. Snowplow all three roads totaling approx. 3,000' +/- length based on 10X per year and 3" or more deep. Per season.\$3800.00
4. Annual Inspection once a year to include the following:
 - a. Clean ends of culverts.
 - b. Remove fallen branches in ditches.
 - c. Report to road committee regarding overall condition of road and make corrective action recommendation..... \$750.00

Sales Tax and/or capital improvement not included in total.

We hereby propose to furnish material and labor to complete in accordance with above specifications, for the sum of _____ Dollars (_____)

Payments to be made as follows: Net 30

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon approval from Authorized person, and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

Authorized Signature _____

This proposal may be withdrawn within _____ 30 _____ days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

If acceptable please sign and return back ASAP so we can schedule the work. Thank you
Bill

■
■ **S.H. Smith & Company, Inc.**
■

41 North Main Street, Suite 300
West Hartford, CT 06107

P.O. Box 270049
West Hartford, CT 06127-0049

March 31, 2005

Fax: (845) 794-0430

Anne Backlund
Gersten-Hillman Agency, Inc.
P.O. Box 1150
Monticello, NY 12701-8150

Telephone: (860) 561-3600
(800) 356-0168
Voice Mail: (860) 561-3601
(800) 888-MITH
Fax: (860) 561-3606
(800) 329-7648
www.shsmith.com
Input#: 9085530

**RE: PINE ISLAND FARM PROPERTY OWNER'S
ASSOCIATION, INC**

Dear Anne:

We are pleased to provide you with the following premium quotation. Please review this carefully as it may vary from what you had requested. Not all of the terms and conditions of the policy are listed.
In order to bind coverage we must receive a written confirmation prior to the effective date.

COMPANY: NAUTILUS INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE

\$2,000,000 General Aggregate
INCLUDED Product / Completed Operations Aggregate
\$1,000,000 Personal / Advertising Injury
\$1,000,000 Each Occurrence
\$50,000 Damage to Premises Rented to You (any one fire)
EXCLUDED Medical Expenses (any one person)
Deductible:
\$500 Bodily Injury Liability (Including Costs and Expenses) Per Claim
\$500 Property Damage Liability (Including Costs and Expenses) Per Claim

Forms and Conditions:

S944 NIC Common Policy Dec
S902 Schedule of Forms and Endorsements
S944J Policy Jacket
IL0017 Common Policy Conditions
IL0021 Exclusion Nuclear Energy Liability
S150 CGL Coverage Part
S001 Amendment of Premium Conditions
S261 Asbestos Exclusion
S262 Silica Exclusion
S051 Additional Exclusions and Conditions
CG2175 Exclusion of Certified Acts of Terrorism and Other Acts of Terrorism
S992 Policyholder Disclosure Notice of Terrorism Insurance Coverage
S007 Contractual Liability Limitation Endorsement: Limited Form - Index A
S009 Liquor exclusion: Exclusion Total Liquor Liability
CG0001 Commercial General Liability Coverage



S006	Classification Limitation Endorsement
S091	Lead Contamination Exclusion
CG2160	Exclusion - Y2K
CG2136	New Entities Exclusion
CG0062	War Liability Exclusion
GL0183	New York Changes
	Premium is Adjustable & Subject to Audit
S022	Deductible Liability Insurance(including Costs and Expenses)
S012	Independent Contractors Exclusion
S071	Exclusion - Directors & Officers
S040	Exclusion - Cancer
S066	Exclusion - Unscheduled Activities and Events
S028	Exclusion - Participants
S014	Exclusion - Medical Payments
S068	Homeowners Association Members
S060	Lifesaving Equipment Conditional Exclusion
S061	Lifeguard Conditional Exclusion
S063	Water Hazard Posting Requirement Conditional Exclusion
S064	Swimming Pool Fencing Conditional Exclusion
S093	No Diving" Posting Requirement Conditional Exclusion
S095	EIexclusion- Water Slides and Recreational Apparatus

NOTES:

Quote valid until: 04/30/2005

Subject to Satisfactory Inspection.

Terrorism Coverage is Excluded, if Coverage is Desired, an Additional Premium Applies (\$100 Plus Tax)

STANDARD POLICY CONDITIONS:

* Policy Min Earned Premium: 25%

* Premium Minimum & Deposit

* Service of Suit

Premium:	\$2,203.00
Policy Fee:	\$100.00
Inspection Fee:	\$70.00
Surplus Line Tax:	\$85.92
Total:	\$2,458.92

Non-admitted Insurers. Premium is subject to NY surplus lines tax. S. H. Smith & Company, Inc. is licensed to handle filings in this state. Unless you notify us that your firm will handle the tax filings we will automatically invoice you for the tax for this state. This quote is contingent upon proper compliance with State statutes regarding affidavits.

Page 3 of 3

Input # : 9085530

Insured: PINE ISLAND FARM PROPERTY OWNER'S
ASSOCIATION, INC



S.H. Smith & Company, Inc.

This quotation is subject to any Company mandated forms or endorsements which are either updated, added or deleted at the time this contract is issued.

This quote is valid for 30 days. Neither the company nor the insured are bound for coverage. We appreciate the opportunity to work on this account. Should you have any questions or would like an alternative quote, please let us know. We are always happy to assist you. **If you wish to bind please complete the attached "Request To Bind".**

The quotation covers those perils and limits indicated and may not be those requested. Please review carefully.

Sincerely,

Raymond D. Snow
Underwriter

Scott Bartholomew



P.O. Box 144, Greene, New York 13778
Phone 656-9123



To: New York Land and Lakes
839 State Highway 7
Unadilla, New York 13849

Date: June 9, 2005



***** ESTIMATE *****

Estimated cost to do yearly maintenance work on common area and dam site at
Pine Island Subdivision, Gilboa, New York

Mowing, trimming and brush removal for 1 year

\$3,000.00

Estimated costs subject to change

Pine Island Farm
Property Owners' Association, Inc.

Common Area Facilities

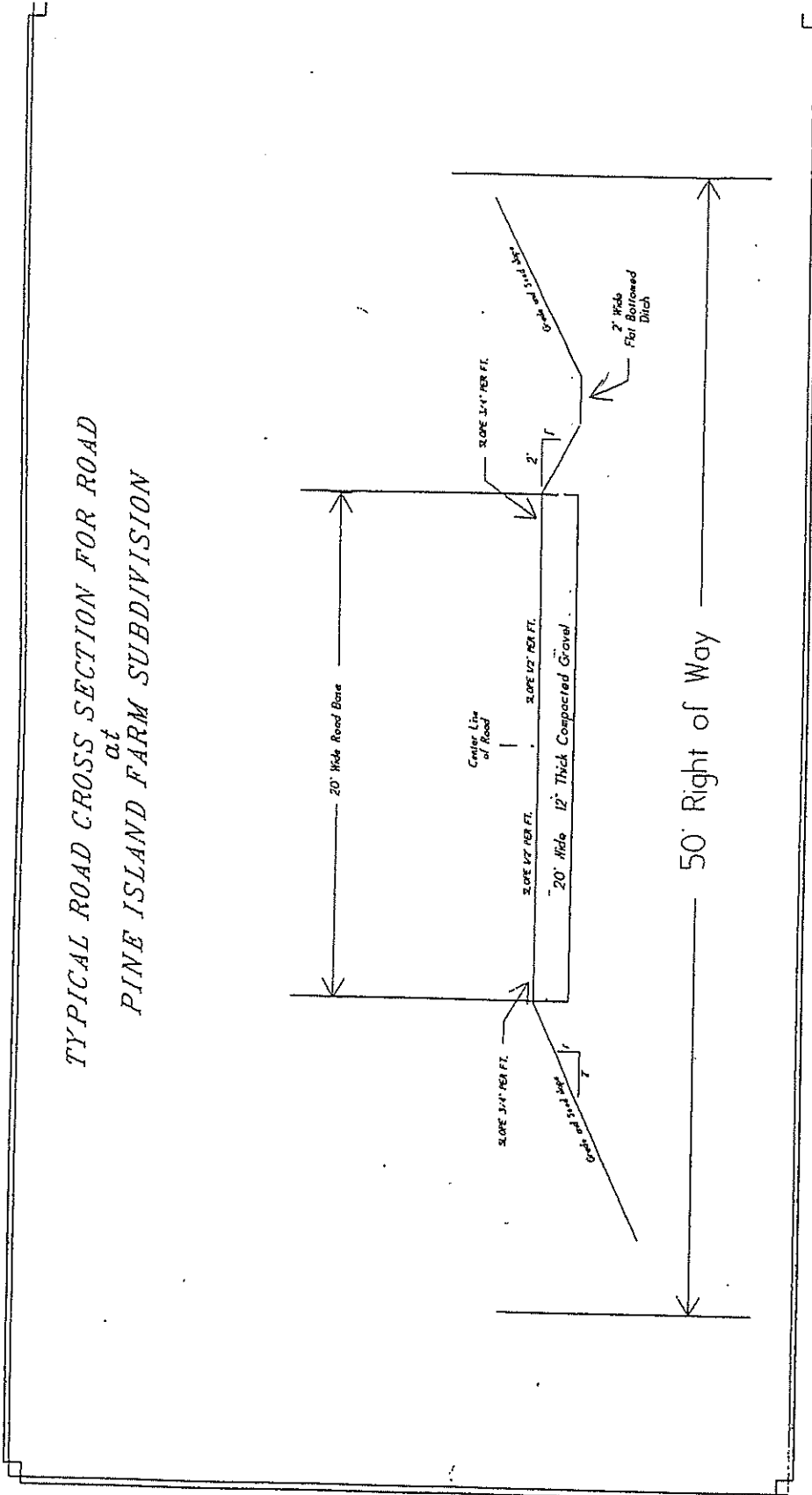
1. **Private roads** - three private roads will be built to provide access lots 10 - 16, 18 - 24 & 30 - 33. Mayham Pond Drive will provide access to lots 10 through 16. This road will be approximately 1,150 feet long. Field Stone Drive will provide access to lots 18 through 24. This road will be approximately 850 feet long. Wild Berry Drive will provide access to lots 30 through 33. This road will be approximately 800 feet long. Each road will terminate at a cul de sac turnaround capable of accommodating construction and snowplowing vehicles. Each road will have a 20 foot wide driving surface with 2 foot shoulders, adequate drainage measures and ditching. Road construction to consist of crusher-run gravel compacted to a depth of 12 inches through its entire length. Grade shall not exceed 10% at any point. Stormwater Control measures will be put in place where necessary in accordance with a Stormwater Pollution Prevention Plan prepared by Keystone Associates dated September 3, 2004 and approved by the New York City Department of Environmental Protection on May 24, 2005. Cross sectional drawing is attached.

2. **Dam** - Mayham Pond is an impoundment formed by the creation of an earthen, gravel and concrete dam in the early 1800's and extensively reconstructed in 1912. A concrete spillway is in place which maintains lake water levels. The spillway portion below the dam consists of large rock rip rap and cobbles. The dam is a moderate hazard dam (NY State Department of Environmental Conservation Dam Safety Unit classification) which means that in the event of a complete failure, there is a potential for the loss of homes, roads, railroads and public utilities in downstream areas. The dam has been inspected by a licensed engineer retained by New York Land & Lakes, Inc. and a maintenance program will be set up for the Association to insure that regular repairs and maintenance will take place.

3. **Picnic Area** - Picnic tables and barbecue grills will be available to members of the Association. A gravel road will be improved which leads from South Gilboa Road (County Route 14) to the picnic area and a small parking area will be provided.

4. **Picnic area access road** - The road which will access the Common Area (Picnic Area) will follow an existing road which traverses lots 1 and 2 in a north westerly then northerly direction from South Gilboa Road (County Route 14) and will be confined within the bounds of a 50 foot right of way as shown on the survey map attached. The access road will consist of bank run gravel placed over the existing base compacted to a depth of approximately 6 inches. The surface will consist of crushed gravel compacted to a depth of approximately 3 inches. The driving surface will be approximately 10 to 12 feet in width. The access road is located within the "buffer zone" of a freshwater wetland as designated by Article 24 of the Environmental Conservation Law of the State of New York. The New York State Department of Environmental Conservation has issued a permit for the reconstruction of the road which accesses the common area.

5. The Lake - "Mayhem Pond", an approximately 30 acre lake impoundment, will be wholly owned by the Association.



BROWN, KELLEHER & ZWICKEL, LLP

ATTORNEYS AT LAW
370 MAIN STREET
CATSKILL, NEW YORK 12414



50-7044/2223

7/5/2005

9735

PAY
TO THE
ORDER OF N.Y.S. Department of Law

\$ **225.00

Two Hundred Twenty-Five and 00/100*****

DOLLARS

N.Y.S. Department of Law

REGULAR ACCOUNT

Charles Zuehl
AUTHORIZED SIGNATURE

MEMO Pine Island Farm no-action letter fee *Cps-7*

⑈009735⑈ ⑆222370440⑆ 3481411523⑈

BROWN, KELLEHER & ZWICKEL, LLP

N.Y.S. Department of Law
CLIENT DISBURSEMENTS

7/5/2005

9735

225.00

FIRST NIAGARA - REG Pine Island Farm no-action letter fee

225.00

BROWN, KELLEHER & ZWICKEL, LLP

N.Y.S. Department of Law
CLIENT DISBURSEMENTS

7/5/2005

9735

225.00

43

FIRST NIAGARA - REG Pine Island Farm no-action letter fee

225.00

STATE OF NEW YORK DEPARTMENT OF LAW
BUREAU OF REAL ESTATE FINANCING
SUPPLEMENTAL BROKER DEALER STATEMENT

Firm Name NEW YORK LAND & LAKES, INC. Principal Office 839 State Highway 7
Street Address
Phone No. (607) 563-8870 Unadilla NY 13849
City State Zip

A securities broker or dealer shall, not later than 30 days after occurrence, complete this statement. All changes occurring within 30 days can be filed on one M-3 (with attachments if necessary). Attach additional sheets if space provided is inadequate. You may submit a photocopy of the form to be return with your fee receipt as an acknowledgment of registration.

1. Change of securities salesperson. (Not for NASD member firms who must file a U-4 with the Central Registration Depository.)
- A. NEW SALESPERSONS EMPLOYED. A Salesperson Statement (Form M-2) or Supplemental Salesperson Statement (Form M-4) for each new employee must accompany this form.

Date	Name	Address

B. SALESPERSONS TERMINATED.

Date	Name	Address	Reason for Termination

2. CHANGE IN FIRM NAME OR ADDRESS OR BRANCH OFFICE. Date _____
From: _____
To: _____

3. TERMINATION OR WITHDRAWAL OF DEALERSHIP AS OF _____ DATE.
Reason: _____

4. Change in officers, directors or other principals. The information set forth below must be provided for each officer, director, principal or partner. For a corporate partner, information must be provided for all officers of the corporate general partner. If the change is termination of an officer, only the first three lines need to be completed.

Name: _____
Date of Change: _____ Nature of Change: _____
Home Address: _____
Phone No.: _____ Social Security No.: _____
Date of Birth: _____ Place of Birth: _____
Prior home address for past five years: _____

MAKE SURE THE FORM IS COMPLETED AND SIGNED ON REVERSE SIDE.

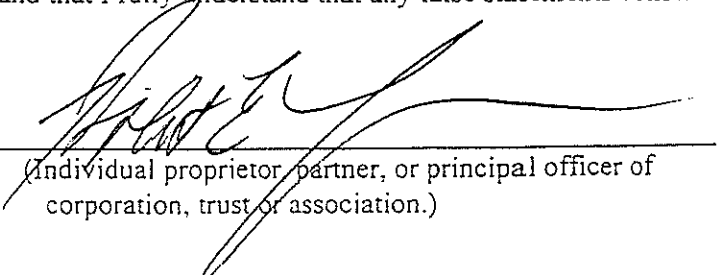
44

5. Has any officer, director, principal, partner or salesperson ever:
- A. been suspended or expelled from membership in any securities or commodities exchange, association of securities or commodities dealers or investment advisors?.... Yes [] No [X]
 - B. had a license or registration as a dealer, broker, investment advisor or salesperson, futures commission merchant, associated person, commodity pool operator, or commodity trading advisor denied, suspended or revoked?..... Yes [] No [X]
 - C. been enjoined or restrained by any court or agency from:
 - 1. the issuance, sale or offer for sale of securities or commodities?..... Yes [] No [X]
 - 2. rendering securities or commodities advice?..... Yes [] No [X]
 - 3. handling or managing trading account?..... Yes [] No [X]
 - 4. continuing any practices in connection with securities or commodities?..... Yes [] No [X]
 - D. been convicted of any crime (other than minor traffic violation)?..... Yes [] No [X]
 - E. used or been known by any other name?..... Yes [] No [X]
 - F. been the subject of any professional disciplinary proceeding?..... Yes [] No [X]
 - G. been adjudged a bankrupt or made a general assignment for benefit of creditors; or been an officer, director or principal of any entity which was reorganized in bankruptcy, adjudged a bankrupt or made a general assignment for benefit of creditors?..... Yes [] No [X]
 - H. had an offering of securities within the last three years or been an officer, director, principal or partner of any entity which had an offering of securities within the last three years?..... Yes [] No [X]

If the answer to any of the above is "yes," explain and attach a copy of the judgement, order, etc. if one exists.

6. Are there any outstanding judgements (not including judgements involving domestic relations) against the issuer or any officer, director, principal or partner thereof? If yes, explain..... Yes [] No [X]

I hereby represent that all statements contained herein are true and that I fully understand that any false statements constitutes a violation of Article 23-A of the General Business Law.

Dated 6-27-08 Signature 
 (Individual proprietor, partner, or principal officer of corporation, trust or association.)

A fee of \$20 must accompany this form. Submit money order or company, bank or attorney's check payable to the N.Y.S. Department of Law, 120 Broadway, 23rd floor New York, N.Y. 10271.

BROWN, KELLEHER & ZWICKEL, LLP

ATTORNEYS AT LAW
370 MAIN STREET
CATSKILL, NEW YORK 12414



50-7044/2223

7/5/2005

9736

PAY
TO THE
ORDER OF

N.Y.S. Department of Law

\$ **30.00

Thirty and 00/100*****

DOLLARS

N.Y.S. Department of Law

REGULAR ACCOUNT

MEMO

Pine Island Farm broker dealer reg. fee

Charles Zuehl
AUTHORIZED SIGNATURE

⑈009736⑈ ⑆222370440⑆ 3481411523⑈

BROWN, KELLEHER & ZWICKEL, LLP

N.Y.S. Department of Law
CLIENT DISBURSEMENTS

7/5/2005

9736

30.00

FIRST NIAGARA - REG Pine Island Farm broker dealer reg. fee

30.00

BROWN, KELLEHER & ZWICKEL, LLP

N.Y.S. Department of Law
CLIENT DISBURSEMENTS

7/5/2005

9736

30.00

FIRST NIAGARA - REG Pine Island Farm broker dealer reg. fee

30.00

STATISTICAL RECORD

File NO: _____
FOR OFFICE USE ONLY

NAME OF PROJECT PINE ISLAND FARM PROPERTY OWNERS' ASSOCIATION, INC.

ADDRESS BLACKBERRY STREET

CITY GILBOA COUNTY SCHOHARIE STATE NY ZIP 12076

SPONSOR NEW YORK LAND & LAKES, INC.
(LIST INDIVIDUAL PRINCIPALS ON BACK OF CARD)

ADDRESS 839 STATE HIGHWAY 7

SPONSOR'S ATTORNEY (Firm) BROWN, KELLEHER & ZWICKEL, LLP

BY CHARLES ZWICKEL, ESQ. TEL. NO. (518) 943-1111

ADDRESS 370 Main Street, Catskill, NY 12414

CHECK APPLICABLE ITEMS:

- Pt 17 (Coop) Pt 21 (NC/Vac Coop)
- Pt 18 (Occ. Coop) Pt 22 (Homeowners)
- Pt 19 (Condo) Pt 23 (Occ. Condo)
- Pt 20 (NC/Vac Condo) Pt 24 (Timeshare)
- Other _____

DEPOSIT \$ _____
 REC./DATE _____
 BALANCE \$ _____
 REC./DATE _____
 INIT. PP \$ _____
 PP on Accep. _____
 Date _____
 CPS-1 Date _____
 CPS-7 Date _____
 Atty. _____
 Date Acc. _____
 Rec. No. _____

KEY DATES:
 PLAN REC'D _____
 ASSIGNED TO: _____

REJECTED: _____
 WITHDRAWN: _____
 ABANDONED: _____
 ACCEPTED: _____
 EFFECTIVE: _____
 NO. OF UNITS SOLD: _____

BUILDING INFORMATION

Check Applicable Items:	Check Type:	No. Units:	Existing Use:
<input type="checkbox"/> Coop	- Res. Conver.:	Comm <input type="checkbox"/>	Commercial <input type="checkbox"/>
<input type="checkbox"/> Condo	Non Evic. <input type="checkbox"/>	Parking <input type="checkbox"/>	Loft (Mfg) <input type="checkbox"/>
<input type="checkbox"/> Condo/Coop	Evic. <input type="checkbox"/>	Prof. <input type="checkbox"/>	Office <input type="checkbox"/>
<input type="checkbox"/> Continuing Care Retirement	Prof. <input type="checkbox"/>	Resort <input type="checkbox"/>	Prof. Bldg <input type="checkbox"/>
<input type="checkbox"/> Community	- Res. Vacant: XX	Resid. <input type="checkbox"/>	Residential <input type="checkbox"/>
<input checked="" type="checkbox"/> HOA	New Const. <input type="checkbox"/>	RC <input type="checkbox"/>	SRO <input type="checkbox"/>
<input type="checkbox"/> Sponsored by HPD (NYC)	Rehab. <input type="checkbox"/>	RS <input type="checkbox"/>	School, Hosp. <input type="checkbox"/>
<input type="checkbox"/> Loft	- Comm.: <input type="checkbox"/>	Non-reg. <input type="checkbox"/>	Other: <input type="checkbox"/>
<input type="checkbox"/> PHFL:	Occ. <input type="checkbox"/>	Storage <input type="checkbox"/>	Specify <input type="checkbox"/>
<input type="checkbox"/> Mitchell Lama: Art. 2	Prof. <input type="checkbox"/>	Other: <input checked="" type="checkbox"/>	
<input type="checkbox"/> Redevelopment Co:	Vacant <input type="checkbox"/>		
<input type="checkbox"/> Art. 5	- Other: <input type="checkbox"/>	Total <u>18</u>	
<input type="checkbox"/> HDFC: Art. 11	Specify		
<input type="checkbox"/> Timeshare			
<input type="checkbox"/> Other: <input type="checkbox"/>			
Specify			

**LIST ALL INDIVIDUALS WHO ARE PRINCIPALS OF THE SPONSOR
(PLEASE PRINT OR TYPE)**

<u>Robert E. Lesperence</u>	<u>William A. MacAlpine</u>	<u>Gary P. Sumner</u>
<u>Roderick D. MacAlpine</u>	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATION BY SPONSOR OF PINE ISLAND FARM PROPERTY OWNERS' ASSOCIATION, INC.

We are the sponsor and the principals of the sponsor of Pine Island Farm Property Owners' Association, Inc. for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in part 22, and such other laws and regulations as may be applicable, including this application pursuant to CPS-7.

We have read the entire CPS-7 application, including sponsor's affidavit. We have investigated the facts set forth in the application and the underlying facts.

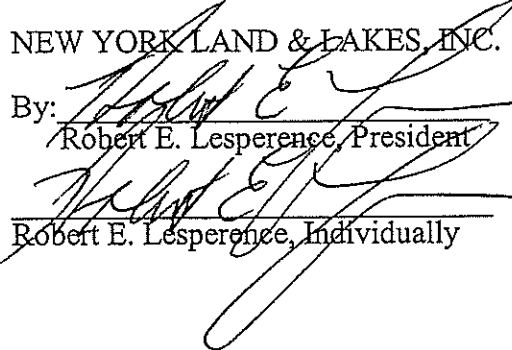
We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the application gives full disclosure as to the amenities included in the Pine Island Farm Property Owners' Association, Inc. and complies with the Attorney General's requirements for granting a CPS-7 application.

We certify that we shall correct any deficiencies in the original submission brought to our attention by the Department, serve such revisions on all purchasers, and offer rescission to such purchasers if required by the Department of Law.

This certification is made under penalty of perjury for the benefit of all persons to whom its offer is made.

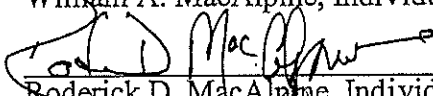
We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

NEW YORK LAND & LAKES, INC.

By: 
Robert E. Lesperence, President

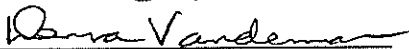

Robert E. Lesperence, Individually


William A. MacAlpine, Individually


Roderick D. MacAlpine, Individually



Gary P. Sumner, Individually

Sworn to before me this
27th day of ~~March~~, 2005.
June


Notary Public

DONNA VANDERMARK
Notary Public, State of New York
01VA5081798
Qualified in Delaware County
Commission Expires 7/14/07

Sworn to before me this
28th day of ~~March~~, 2005.
June


Notary Public

MARCIA GARDNER, Notary Public
My Commission Expires March 28, 2006

COMMITMENT FOR TITLE INSURANCE

Nº 05-BK1-C6420

UNITED GENERAL TITLE INSURANCE COMPANY

United General Title Insurance Company, a Louisiana Corporation, (hereinafter referred to as the "Company"), for valuable consideration, does hereby certify to the proposed Insured named in Schedule A that an examination of title to the land as set forth in Schedule A has been made in accordance with the Company's usual procedures and the Company commits to issue its policy or policies of title insurance, an identified in Schedule A, in favor of the proposed Insured, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums charged herefore; all subject to the provisions of Schedules A and B hereto and the Conditions and Stipulations, Standard Exclusions and Standard Exceptions hereof, all as set forth herein.

This Commitment shall be null and void: (1) if the fees herefore are not paid; (2) if the proposed Insured, his attorney or agent, makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company and (3) upon delivery of the policy.

Any claim arising hereunder or by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of title insurance policy. If the proposed Insured acquired or acquires, any interest or lien to be insured hereunder prior to the delivery hereof, the Company assumes no liability hereunder except under the policy when issued.

The use of this Commitment is intended for attorneys only. The exceptions as may be set forth herein may affect the marketability of the title to the land set forth in Schedule A hereto. You should consult your attorney before taking any action based upon the contents hereof. The Company's representative at any closing held hereunder may not and will not act as legal adviser to any of the parties to the closing or draw legal instruments for such parties. Such representative is permitted to be of assistance only to an attorney. You are advised to have your own attorney present at any closing held hereunder.

In Witness Whereof, the Company has caused its Corporate Name and Seal to be hereunto affixed; and this instrument, including the Conditions and Stipulations and Standard Exceptions hereto, to become valid when Schedule A and B have been attached hereto.

UNITED GENERAL TITLE INSURANCE COMPANY

John P. Dwyer



Christina Garcia

President

Secretary

Countersigned this 24th day of JUNE of the year 2005

Questions concerning the Commitment should be directed to:

Authorized Agent: Charles Zwickel Pres
Charles Zwickel, President

WINDHAM ABSTRACT CORPORATION
370 Main Street
Catskill, NY 12414
(518) 943-1111
Olivia

Redated: _____

By: _____

UNITED GENERAL TITLE INSURANCE COMPANY

Title No. 05-BK1-C6420

Effective Date: _____

Prepared for: PINE ISLAND FARM PROPERTY OWNERS' ASSOCIATION, INC.

SCHEDULE A

1. Policy or Policies to be issued:

OWNERS: \$ TBD

[x] 1992 ALTA
[] Other

Proposed Insured:

LOAN: \$

[] 1992 ALTA
[] Other

Proposed Insured:

2. On the effective date hereof, the estate described herein is FEE SIMPLE (fee simple, etc.) vested in NEW YORK LAND & LAKES, INC. as conveyed from JEROME J. GAUTHIER as Trustee of the JEROME J. GAUTHIER REVOCABLE TRUST by deed dated September 15, 2004 and recorded in the Schoharie County Clerk's Office on September 21, 2004 in Liber 770 of Deeds at Page 87. by (source of title)

3. The land referred to in the Commitment is described below and in Schedule A Property Description:

Address: _____

County of SCHOHARIE Town/Village/City of GILBOA

SEE ATTACHED

District _____ Section _____ Block _____ Lot _____

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance containing Schedules A and B with matching Commitment Numbers.

Paul B. Koerts

Professional Land Surveyor • GIS Consultant

Mail: P.O. Box 432, Greene, New York 13778-0432

Location: 547 Hetchkiss Road, Chenango Forks, New York 13746

Phone: 607-656-9578

Fax: 607-656-9133

Email: PKOERTS@stny.rr.com

DESCRIPTION OF PROPERTY FOR A PROPOSED ROAD
NEW YORK LAND & LAKES, INC.
PINE ISLAND FARM
(PROPOSED ROAD C)
(MAYHAM POND DRIVE)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, being designated as Proposed Road C, bounded and described as follows:

BEGINNING at a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set (hereafter referred to as pin set) in southerly highway boundary of Blackberry Street at the northwest corner of lands owned by Philip A. Denure, Jr. as recorded in the Schoharie County Clerk's Office in Liber 467 of deeds, at page a 255 and at the northeast corner of said Proposed Road C herein described, being S 84°49'39"E, a distance of 2543.33 feet from a pin set at the intersection of the westerly highway boundary of Kemper Mountain Road and the northerly highway boundary of said Blackberry Street;

THENCE southerly along the easterly highway boundary of said Proposed Road C the following five courses:

- 1) S 28°42'30" W along the westerly boundary of lands owned by said Denure a distance of 619.07 feet, to a 3/4 inch iron pipe found at the southwesterly corner of lands owned by said Denure;
- 2) N 61°14'39" W a distance of 25.00 feet, to a pin set;
- 3) Along a tangent curve to the right with a radius of 450.00 feet, an arc distance of 258.85 feet, subtended by a chord bearing S 45°11'15" W, a distance of 255.30 feet, to a point of tangency;
- 4) S 61°40'00" W a distance of 189.68 feet, to a point of curvature;
- 5) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.4515 feet, subtended by a chord bearing S 36°40'09" W, a distance of 16.90 feet, to a point of reverse curvature at the beginning of a cul-de-sac;

THENCE along said cul-de-sac a tangent curve to the right with a radius of 50.00 feet, an arc distance of 244.34 feet, subtended by a chord bearing N 28°20'00" W, a distance of 64.29 feet, to a point of reverse curvature at the end of a cul-de-sac;

THENCE northerly along the westerly boundary of said Proposed Road C the following five courses:

- 1) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing N 86°39'51" E, a distance of 16.90 feet, to a point of tangency;
- 2) N 61°40'00" E a distance of 189.68 feet, to a point of curvature;
- 3) Along a tangent curve to the left with a radius of 400.00 feet, an arc distance of 230.09 feet, subtended by a chord bearing N 45°11'15" E, a distance of 226.93 feet, to a point of tangency;
- 4) N 28°42'30" E a distance of 593.89 feet, to a pin set in said southerly highway boundary of Blackberry Street;

THENCE S 79°50'02" E along said Blackberry Street a distance of 79.11 feet, to the point of beginning.

CONTAINING 1.730 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004. All bearings are referenced to True Grid North NAD 27.

Paul B. Koerts

Professional Land Surveyor • GIS Consultant

Mail: P.O. Box 432, Greene, New York 13778-0432

Location: 517 Flitchkiss Road, Chenango Forks, New York 13746

Phone: 607-656-9578

Fax: 607-656-9133

Email: PKOERTS@stny.rr.com

DESCRIPTION OF PROPERTY FOR A PROPOSED ROAD
NEW YORK LAND & LAKES, INC.
PINE ISLAND FARM
(PROPOSED ROAD A)
(WILD BERRY DRIVE)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, being a roadway 50 feet in width designated as Proposed Road A, bounded and described as follows:

BEGINNING at a 5/8 inch rebar found in the northwesterly highway boundary of Blackberry Street at the easterly corner of lands owned by Diana Lynn Loucks & Patricia Denison as recorded in the Schoharie County Clerk's Office in Liber 698 of deeds, at page 197 and at the south corner of said Proposed Road A herein described, being S 63° 09'25" W, a distance of 1021.89 feet from a pin set at the intersection of the westerly highway boundary of Kemper Mountain Road and said northwesterly highway boundary of Blackberry Street;

THENCE northwesterly along the southwesterly boundary of said Proposed Road A the following three courses:

- 1) N 43°14'00" W along the northeasterly boundary of lands owned by said Loucks and Denison a distance of 343.83 feet, to a 5/8 inch rebar capped "Snyder" found at the northerly corner of said lands owned by Loucks and Denison;
- 2) N 46°02'52" W a distance of 365.50 feet, to a point of curvature;
- 3) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing N 71°02'42" W, a distance of 16.90 feet, to a point of reverse curvature at the beginning of a cul-de-sac;

THENCE along said cul-de-sac a tangent curve to the right with a radius of 50.00 feet, an arc distance of 244.34 feet, subtended by a chord bearing N 43°57'08" E, a distance of 64.29 feet, to a point of reverse curvature at the end of said cul-de-sac;

THENCE southeasterly along the northeasterly boundary of said Proposed Road A the following three courses:

- 1) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing S 21°03'01" E, a distance of 16.90 feet, to a point of tangency;
- 2) S 46°02'52" E a distance of 366.73 feet, to an angle point;
- 3) S 43°14'00" E a distance of 344.42 feet, to a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set in said northwesterly highway boundary of Blackberry Street;

THENCE along said northerly highway boundary of Blackberry Street a tangent curve to the left with a radius of 1522.72 feet, an arc distance of 50.01 feet, subtended by a chord bearing S 46°01'47" W, a distance of 50.00 feet, to the point of beginning.

CONTAINING 1.003 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004. All bearings are referenced to True Grid North NAD 27.

SCHEDULE A

Paul B. Koerts

Professional Land Surveyor • GIS Consultant

Mail: P.O. Box 432, Greene, New York 13778-0432

Location: 517 Hotchkiss Road, Chenango Forks, New York 13746

Phone: 607-656-9578

Fax: 607-656-9133

Email: PKOERTS@stny.rr.com

DESCRIPTION OF PROPERTY FOR A PROPOSED ROAD
NEW YORK LAND & LAKES, INC.
PINE ISLAND FARM
(PROPOSED ROAD B)
(FIELD STONE DRIVE)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, being a roadway 50 feet in width designated as Proposed Road B, bounded and described as follows:

BEGINNING at a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set (hereafter referred to as pin set) in the southerly highway boundary of Blackberry Street at the northeast corner of said Proposed Road B herein described, being S 77°02'09" E, a distance of 116.65 feet from a pin set at the intersection of the westerly highway boundary of Kemper Mountain Road and the northerly highway boundary of said Blackberry Street;

THENCE southerly along the easterly highway boundary of said Proposed Road B the following four courses:

- 1) S 12°08'43" E distance of 238.84 feet, to a point of curvature;
- 2) Along a tangent curve to the right with a radius of 1050.00 feet, an arc distance of 476.09 feet, subtended by a chord bearing S 0°50'38" W, a distance of 472.02 feet, to a point of tangency;
- 3) S 13°50'00" W a distance of 24.94 feet, to a point of curvature;
- 4) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing S 11°09'51" E, a distance of 16.90 feet, to a point of reverse curvature at the beginning of a cul-de-sac;

THENCE along said cul-de-sac a tangent curve to the right with a radius of 50.00 feet, an arc distance of 244.34 feet, subtended by a chord bearing N 76°10'00" W, a distance of 64.29 feet, to a point of reverse curvature at the end of a cul-de-sac;

THENCE northerly along the westerly boundary of said Proposed Road B the following four courses:

- 1) Along a tangent curve to the left with a radius of 20.00 feet, an arc distance of 17.45 feet, subtended by a chord bearing N 38°49'51" E, a distance of 16.90 feet, to a point of tangency;
- 2) N 13°50'00" E a distance of 24.94 feet, to a point of curvature;
- 3) Along a tangent curve to the left with a radius of 1000.00 feet, an arc distance of 453.41 feet, subtended by a chord bearing N 0°50'38" E, a distance of 449.54 feet, to a point of tangency;
- 4) N 12°08'43" W a distance of 238.84 feet, to a pin set in said southerly highway boundary of Blackberry Street;

THENCE N 77°51'17" E along said southerly highway boundary a distance of 50.00 feet, to the point of beginning.

CONTAINING 1.024 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004. All bearings are referenced to True Grid North NAD 27.

Paul B. Koerts

Professional Land Surveyor • GIS Consultant

Mail: P.O. Box 432, Greene, New York 13778-0432

Location: 517 Hotchkiss Road, Chenango Forks, New York 13746

Phone: 607-656-9578

Fax: 607-656-9133

Email: PKOERTS@stny.rr.com

DESCRIPTION OF PROPERTY FOR LAKE ASSOCIATION
NEW YORK LAND & LAKES, INC.
PINE ISLAND FARM
(MAYHAM POND & COMMON AREA)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, being the bounds of Mayham Pond as the waterline was located on July 13, 2004, and a common area, more particularly bounded and described as follows:

BEGINNING at a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set (hereafter referred to as pin set) in the northerly highway boundary of South Gilboa Road (County Road 14) and at the southeast corner of premises herein described, being S 71°45'14" W, a distance of 1224.57 feet from a pin set at the intersection of southwesterly highway boundary of Blackberry Street and said northerly highway boundary of South Gilboa Road (County Road 14);

THENCE N 45°50'00" W a distance of 70.00 feet, to a pin set

THENCE continuing N 45°50'00" W a distance of 12.27 feet, to a point at the water line of Mayham Pond;

THENCE along the water line of Mayham Pond, as it winds and turns, the following eleven chord bearings and distances:

- 1) S 66°35'55" W a distance of 10.80 feet, to a point;
- 2) S 89°16'58" W a distance of 75.90 feet, to a point;
- 3) S 79°27'27" W a distance of 67.30 feet, to a point;
- 4) S 78°54'31" W a distance of 141.02 feet, to a point;
- 5) N 78°48'40" W a distance of 132.00 feet, to a point;
- 6) N 53°20'53" W a distance of 103.68 feet, to a point;
- 7) N 24°27'53" W a distance of 91.48 feet, to a point;
- 8) N 35°00'16" W a distance of 62.59 feet, to a point;
- 9) N 67°41'30" W a distance of 81.14 feet, to a point;
- 10) N 84°01'07" W a distance of 143.66 feet, to a point;
- 11) N 61°24'53" W a distance of 86.86 feet, to a point;

THENCE S 10°34'29" E a distance of 58.97 feet, to a pin set;

THENCE continuing S 10°34'29" E a distance of 200.00 feet, to a pin set in the northerly railroad boundary of Catskill Rail Committee;

THENCE said northerly railroad boundary the following two courses:

- 1) Along a tangent curve to the left with a radius of 2897.48 feet, an arc distance of 740.54 feet, subtended by a chord bearing N 70°22'52" W, a distance of 738.53 feet, to a point of compound curvature;
- 2) Along a tangent curve to the left with a radius of 11318.53 feet, an arc distance of 383.40 feet, subtended by a chord bearing N 78°40'24" W, a distance of 383.38 feet, to a pin set;

THENCE N 10°30'00" E a distance of 215.00 feet, to a pin set;

THENCE continuing N 10°30'00" E a distance of 22.93 feet, to a point at the water line of Mayham Pond;

THENCE along the water line of Mayham Pond, as it winds and turns, the following forty chord bearings and distances:

- 1) N 52°42'40" W a distance of 55.91 feet, to a point;
- 2) N 13°01'15" W a distance of 56.24 feet, to a point;
- 3) N 16°24'21" E a distance of 96.64 feet, to a point;
- 4) N 26°38'05" E a distance of 143.57 feet, to a point;
- 5) N 39°26'28" E a distance of 168.49 feet, to a point;
- 6) N 3°50'32" W a distance of 122.54 feet, to a point;
- 7) N 7°30'31" E a distance of 92.54 feet, to a point;
- 8) N 37°06'59" E a distance of 95.11 feet, to a point;
- 9) N 58°36'07" E a distance of 64.31 feet, to a point;
- 10) N 73°58'28" E a distance of 109.22 feet, to a point;
- 11) N 73°51'32" E a distance of 135.28 feet, to a point;
- 12) N 77°29'18" E a distance of 101.38 feet, to a point;
- 13) N 77°07'40" E a distance of 105.97 feet, to a point;
- 14) N 88°05'59" E a distance of 155.96 feet, to a point;
- 15) N 74°18'37" E a distance of 136.59 feet, to a point;
- 16) S 75°00'54" E a distance of 44.19 feet, to a point;
- 17) S 42°09'59" E a distance of 43.07 feet, to a point;
- 18) S 48°54'08" E a distance of 102.56 feet, to a point;
- 19) S 53°28'53" E a distance of 46.28 feet, to a point;
- 20) S 61°40'18" E a distance of 69.31 feet, to a point;
- 21) S 83°13'46" E a distance of 23.02 feet, to a point;
- 22) N 64°17'52" E a distance of 46.28 feet, to a point;
- 23) N 75°09'59" E a distance of 29.43 feet, to a point;
- 24) S 78°05'12" E a distance of 32.96 feet, to a point;
- 25) S 17°20'53" E a distance of 90.74 feet, to a point;
- 26) S 75°56'44" E a distance of 60.76 feet, to a point;
- 27) S 72°27'36" E a distance of 106.04 feet, to a point;
- 28) S 14°33'54" E a distance of 45.88 feet, to a point;
- 29) S 42°51'07" E a distance of 123.34 feet, to a point;
- 30) S 47°48'41" E a distance of 118.94 feet, to a point;
- 31) S 48°01'48" E a distance of 139.50 feet, to a point;
- 32) S 9°53'17" E a distance of 51.21 feet, to a point;
- 33) S 9°31'53" E a distance of 102.75 feet, to a point;
- 34) S 20°12'46" E a distance of 86.20 feet, to a point;
- 35) S 10°05'46" E a distance of 210.86 feet, to a point;
- 36) S 5°46'04" E a distance of 48.63 feet, to a point;
- 37) S 7°59'06" W a distance of 69.33 feet, to a point;
- 38) S 1°43'20" E a distance of 52.84 feet, to a point;
- 39) S 8°38'59" E a distance of 111.32 feet, to a point;
- 40) S 1°08'13" W a distance of 46.18 feet, to a point;

THENCE S 20°02'00" E a distance of 43.31 feet, to a pin set;

THENCE continuing S 20°02'00" E a distance of 100.00 feet, to a pin set in said northerly highway boundary of South Gilboa Road (County Road 14);

THENCE S 56°37'17" W along said northerly highway boundary of Gilboa Road (County Road 14) a distance of 86.96 feet, to the point of beginning.

CONTAINING 49.8 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004. All bearings are referenced to True Grid North NAD 27.

TOGETHER WITH a right of way, 50 feet in width, for ingress and egress from the parcel described above, to South Gilboa Road (County Road 14) more particularly bounded and described as follows:

BEGINNING at a point in the northerly highway boundary of South Gilboa Road (County Road 14) at the easterly corner of said right of way herein described, being the following three courses from an iron pin set at the point of beginning as stated in the parcel described above:

- 1) S 56°13'51" W, a distance of 109.84 feet;
- 2) S 60°25'28" W, a distance of 15.76 feet;
- 3) S 79°14'55" W, a distance of 73.13 feet to said point of beginning;

THENCE along said northerly boundary of South Gilboa Road the following two courses totaling 82.15 feet:

- 1) S 79°14'55" W a distance of 25.36 feet, to an angle point;
- 2) S 69°33'20" W a distance of 56.79 feet, to a point at the southeast corner of the right of way herein described;

THENCE westerly along the southerly boundary of the right of way herein described the following two courses:

- 1) N 69°50'00" W a distance of 531.77 feet, to an angle point;
- 2) N 88°20'00" W a distance of 130.76 feet, to a point in an easterly boundary of said parcel described above at the southwest corner of the right of way herein described, being N 10°34'29" W along said easterly boundary a distance of 12.88 from a pin set in the northerly railroad boundary of Catskill Rail Committee;

THENCE N 10°34'29" W a distance of 51.16 feet, to a point at the northwest corner of the right of way herein described;

THENCE easterly along the northerly boundary of the right of way herein described the following two courses:

- 1) S 88°20'00" E a distance of 149.75 feet, to an angle point;
- 2) S 69°50'00" E a distance of 604.79 feet, to the point of beginning.

CONTAINING 0.811 acres (35306 square feet) of land as surveyed by Paul B. Koerts Professional Land Surveyor on July 13, 2004.

UNITED GENERAL TITLE INSURANCE COMPANY

Title No. 05-BK1-C6420

SCHEDULE B

The policy or policies will contain exceptions as to the following matters and the Company will not pay any costs, attorneys' fees or expenses which arise from or by reason of the following exceptions unless the same are disposed of to the Company's satisfaction prior to or at the closing:

1. Taxes , tax liens, tax sales, water rates, sewer rents and other assessments as set forth herein.
2. Mortgages returned herein (-0-). Detailed Statement herein.
3. Judgments returned herein (-0-). Detailed Statement herein.
4. Any state of facts which an accurate survey might show, or survey exceptions as set forth herein.
5. Rights or claims of parties, tenants or persons in possession.
6. Covenants, conditions, restrictions, easements. leases, agreements, etc., of record, as more fully set forth in the Policy.

SEE SCHEDULE "B" CONTINUED

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance containing Schedules A and B with matching Commitment Numbers.

SCHEDULE "B" CONTINUED

7. No departmental searches have been made.
8. Title to any portion of the premises described in Schedule A which lies within the lines of any street, avenue, road, lane, place, highway or turnpike, crossing or abutting the premises described in Schedule A.
9. Water rents not included in the regular town or city real estate tax bill are not searched for unless expressly stated and are not insured against.
10. Rights, if any, in favor of any electric or light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
11. Underground encroachments and easements, if any, including pipes, and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, but policy will insure, however, that there are no such agreements of record, in connection therewith, except as may be shown herein.
12. Rights of the public in and to any portion of the property set forth at Schedule "A" that may lie within the bounds of any municipal roadway.
13. Notes, covenants, restrictions, set-backs and easements, if any, shown on filed subdivision map.
14. Premises described in Schedule "A" lie within an agricultural district. Company excepts any possible rollback taxes that may be assessed to said premises.
15. Riparian rights, if any, in favor of the premises described in Schedule "A" are not insured. Rights of others to the natural and unobstructed flow of the pond and water courses crossing the premises. Policy excepts the easement and riparian rights of others to so much of the premises described in Schedule "A" which lies beneath the waters of the (lake, brook or stream) as shown on the survey herein.
16. Water rights in Liber 260 of Deeds at page 553.
17. Covenants and restrictions in Liber 260 of Deeds at page 557.
18. Spring right exception in Liber 274 of Deeds at page 345.

19. Utility easement and right-of-ways in Liber 160 of Deeds at page 534; Liber 160 of Deeds at page 554; Liber 200 of Deeds at page 229; Liber 200 of Deeds at page 233; Liber 200 of Deeds at page 236; Liber 219 of Deeds at page 380; Liber 222 of Deeds at page 155; Liber 239 of Deeds at page 306; Liber 239 of Deeds at page 315; Liber 253 of Deeds at page 122; Liber 272 of Deeds at page 310; Liber 287 of Deeds at page 337; Liber 288 of Deeds at page 387; Liber 293 of Deeds at page 456; Liber 297 of Deeds at page 379; Liber 309 of Deeds at page 401; Liber 309 of Deeds at page 405; Liber 314 of Deeds at page 263; Liber 314 of Deeds at page 265; Liber 329 of Deeds at page 561; Liber 333 of Deeds at page 147; Liber 339 of Deeds at page 299; Liber 361 of Deeds at page 895; Liber 365 of Deeds at page 151; Liber 369 of Deeds at page 265; Liber 375 of Deeds at page 57; Liber 381 of Deeds at page 1019; Liber 384 of Deeds at page 628; Liber 384 of Deeds at page 778; Liber 385 of Deeds at page 571; Liber 385 of Deeds at page 573; Liber 388 of Deeds at page 42; Liber 388 of Deeds at page 766; Liber 389 of Deeds at page 276; Liber 400 of Deeds at page 353; Liber 413 of Deeds at page 143; Liber 443 of Deeds at page 162; and Liber 644 of Deeds at page 243
20. Water and cattle rights in Liber 54 of Deeds at page 325.
21. Water rights and easement in Liber 119 of Deeds at page 341.
22. Possible spring rights in Liber 143 of Deeds at page 373.
23. Restrictive Covenants Agreement and right of reverter in Liber 172 of Deeds at page 94.
24. 50 foot wide right-of-way in Liber 543 of Deeds at page 326.
25. Rights in Liber 93 of Deeds at page 475.
26. View easement and restriction in Liber 618 of Deeds at page 214.
27. Right-of-ways in Liber 650 of Deeds at page 41.
28. Right-of-way across dam of pond in Liber 372 of Deeds at page 575.

United General Title Insurance Company

Title No. 05-BK1-C6420

Mortgage NONE OPEN OF RECORD

Disposition Mortgagor Amount \$ _____

Dated _____

Recorded _____

Mortgagee Reel/)
Liber) p.

This mortgage, unless it is to be insured, will appear as an exception in our title policy. If this mortgage is amended, satisfied or otherwise disposed of prior to closing, please notify this company. Since this title report does not show all the terms and provisions of the mortgage set forth above, we suggest that interested parties contact the holders of the mortgage to ascertain the terms, conditions and covenants contained therein, and to determine if there are any unrecorded amendments or modifications thereto.

United General Title Insurance Company

Title No. 05-BK1-C6420

Tax Search
NEW YORK LAND & LAKES, INC.
South Gilboa Road and
Blackberry Street

Assessed Valuation:
Codes: 314, 311 and 240
Land \$

~~Total~~ Totals: \$6,667.00; \$16,667.00 and \$333,333.00

County : Schoharie City School District Stamford

Borough Town: Gilboa Village

Section 189.	Block 2	Lot 1.11
189.	2	2.11
198.	1	16.14

Town Taxes: \$85.82 Paid
 \$214.57 Paid
 \$4,291.37 Paid

04-2005 School Taxes:
 \$124.71 Paid
 \$311.77 Paid
 \$6,235.42 Paid

The-2005-2006 School Taxes which are a lien on the above parcels as of July 1, 2005

Our policy does not insure against taxes, water charges, sewer charges special assessments or other like items which have not become liens up to the date of closing, or installments due after such date. Neither our tax search nor our policy covers any part of the streets on which the premises to be insured abuts.

If the above mentioned tax lot(s) cover more or less property than the premises under examination, that fact will be noted above. In such case, the interested parties should take the necessary steps to conform the tax map to the description to be insured.

**Copies of the “Schedule B” Title Exceptions
are available upon request**

SCHOHARIE COUNTY CLERK
300 MAIN STREET
SCHOHARIE, N.Y. 12157
(518) 295-8316

Schoharie County Clerk
Document Number 430165
Rec'd 09/21/2004 3:23:11

TYPE OF DOCUMENT DEED

1

GRANTOR

GAUTHIER JEROME J TRUS
GAUTHIER JEROME J REVOCABLE TRUST

GRANTEE

NEW YORK LAND & LAKES INC

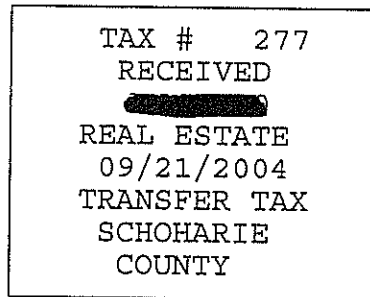
NUMBER OF PAGES 8

TOWN GILBOA

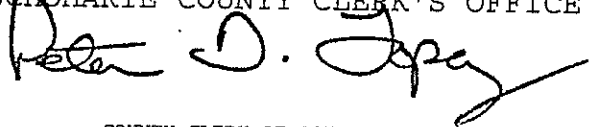
AMOUNT [REDACTED]

RECORDING/FILING INFORMATION

BOOK NUMBER 770
FIRST PAGE NUMBER 87
LAST PAGE NUMBER 94
FILED ON 09/21/2004
AT 2:45PM
RECEIPT # 17527



SCHOHARIE COUNTY CLERK'S OFFICE



COUNTY CLERK OF SCHOHARIE COUNTY

RETURN DOCUMENT TO:

CHARLES ZWICKEL ESQ
370 MAIN ST
CATSKILL, NY 12414

64

BOOK 770 pg 87

This Indenture

made
September 15th 2004

Between JEROME J. GAUTHIER as Trustee of the JEROME J. GAUTHIER REVOCABLE TRUST dated April 2, 1992 and as set forth in the Amendment and Restatement of the JEROME J. GAUTHIER REVOCABLE TRUST dated April 16, 2001 of 704 Foggy Morn Lane, Bradenton, FL 34212

party of the first part, and

NEW YORK LAND & LAKES, INC., a New York Corporation
839 State Highway 7
Unadilla, NY 13849

party of the second part,

Witnesseth that the party of the first part, in consideration of
ONE

Dollars (\$ 1.00 -----)

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, all

ALL THAT TRACT OR PARCEL OF LAND as set forth in Schedule A annexed hereto and made a part hereof.

There is included in this Deed all buildings and improvements situate on the premises described in Schedule A herein.

The premises are conveyed subject to:

- a. Applicable zoning and governmental regulations that affect the use and maintenance of the property provided that they are not violated by buildings and improvements on the property.
- b. Conditions, agreements, restrictions and easements of record provided the same do not render title unmarketable.
- c. Any state of facts an inspection or survey of the property may show if it does not make the title to the property unmarketable.

Being the same premises mentioned and described in a Warranty Deed from Prospect Farms, Inc. to Jerome J. Gauthier as Trustee of the Jerome J. Gauthier Revocable Trust dated the 6th day of March, 1999 and recorded in the Schoharie County Clerk's Office on March 15, 1999 in Book 650 of Deeds, first page 40 and last page 49.

Together with and also a Warranty Deed from Prospect Farms, Inc. to Jerome J. Gauthier as Trustee of the Jerome J. Gauthier Revocable Trust dated September 8, 2004, containing 1.427 acres of land being a correction Deed (without consideration) given for the purpose of including a triangle gap caused and as a result of the failure of a common boundary line failing to match, that is the common boundary line of the separate descriptions, parcels identified as Parcel I and Parcel X of the Deed from Prospect Farms, Inc. to Jerome J. Gauthier as Trustee of the Jerome J. Gauthier Revocable Trust. Above described dated 3/6/99 recorded 3/15/99, Book 650, Deeds, first page 40, last page 49.

This Deed is being executed by Jerome J. Gauthier as Trustee of the Jerome J. Gauthier Revocable Trust dated April 2, 1992 and as set forth in the Amendment and Restatement of the Jerome J. Gauthier Revocable Trust dated April 16, 2001.

42
10/27

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That the party of the first part will forever Warrant the title to said premises.

Third, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the 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.

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

In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

In Presence of

[Signature]
Jerome J. Gauthier as Trustee of the Jerome J. Gauthier Revocable Trust dated April 2, 1992 and as set forth in the Amendment and Restatement of the Jerome J. Gauthier Revocable Trust dated April 16, 2001
L.S.
L.S.
L.S.
L.S.

State of New York, County of DELAWARE

SS.: ACKNOWLEDGMENT RPL309-a (Do not use outside New York State)

On September 15, 2004 before me, the undersigned, personally appeared JEROME J. GAUTHIER as Trustee of the Jerome J. Gauthier Revocable Trust dated April 2, 1992 and as set forth in the Amendment and Restatement of the Jerome J. Gauthier Revocable Trust dated April 16, 2001 personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

George Marcus
Notary Public, State of New York
No. 02MA7710150
Qualified in Delaware County
Commission Expires 8/31/06

[Signature]
(signature and office of individual taking acknowledgment)
Notary Public, Delaware County, NY
My Commission Expires 8/31/2006

State of New York, County of

SS.: ACKNOWLEDGMENT RPL309-a (Do not use outside New York State)

On before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

R/R: Brown, Kelleher & Zwickel, L.L.P.
100 Park Ave. S. 27th Fl.
New York, NY 10017-1414

State of New York, County of ss.:

On before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies); and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

State of County of ss.:

On before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

(insert city or political subdivision and state or county or other place acknowledgment taken)

(signature and office of individual taking acknowledgment)

State of County of } ss.:

On before me, the undersigned, personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number, if any, thereof);

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

(if taken outside New York State insert city or political subdivision and state or county or other place acknowledgment taken. And that said subscribing witness(es) made such appearance before the undersigned in

(signature and office of individual taking acknowledgment)

809 9/26/55
1458
Dred
WARRANTY - BASIC COVENANTS

TO

Dated,

STATE OF NEW YORK

County of ss.

RECORDED ON THE

day of

at o'clock M.

in Liber of Deeds

at Page and examined

CLERK

PLEASE RECORD AND RETURN TO:

SCHEDULE "A"

PARCEL A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, bounded and described as follows:

BEGINNING at a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set (hereafter referred to as pin set) at the intersection of the northerly highway boundary of South Gilboa Road (County Road 14) and the southwesterly highway boundary of Blackberry Street and at the easterly corner of premises herein described;

THENCE westerly along said northerly highway of South Gilboa Road (County Road 14) the following sixteen courses totaling 1770.00 feet:

- 1) S 88°27'48" W a distance of 123.97 feet, to an angle point;
- 2) S 87°22'54" W a distance of 80.82 feet, to an angle point;
- 3) S 86°33'02" W a distance of 180.47 feet, to an angle point;
- 4) S 84°37'16" W a distance of 89.17 feet, to an angle point;
- 5) S 81°44'37" W a distance of 85.59 feet, to an angle point;
- 6) S 74°33'10" W a distance of 79.58 feet, to an angle point;
- 7) S 61°19'20" W a distance of 93.90 feet, to an angle point;
- 8) S 58°41'36" W a distance of 107.47 feet, to an angle point;
- 9) S 58°06'00" W a distance of 96.20 feet, to an angle point;
- 10) S 57°38'31" W a distance of 117.66 feet, to an angle point;
- 11) S 58°35'42" W a distance of 117.33 feet, to an angle point;
- 12) S 56°37'17" W a distance of 86.96 feet, to an angle point;
- 13) S 56°13'51" W a distance of 109.84 feet, to an angle point;
- 14) S 60°25'28" W a distance of 15.76 feet, to an angle point;
- 15) S 79°14'55" W a distance of 98.49 feet, to an angle point;
- 16) S 69°33'20" W a distance of 286.79 feet, to a pin set in the former northerly railroad boundary of lands now owned by Catskill Revitalization Corporation as recorded in the Schoharie County Clerk's Office in Liber 677 of deeds, at page 809;

THENCE westerly along said northerly railroad boundary the following five courses:

- 1) Along a tangent curve to the left with a radius of 2897.48 feet, an arc distance of 1225.54 feet, subtended by a chord bearing N 65°35'09" W, a distance of 1216.43 feet, to a point of compound curvature;
- 2) Along a tangent curve to the left with a radius of 11318.53 feet, an arc distance of 547.81 feet, subtended by a chord bearing N 79°05'22" W, a distance of 547.75 feet, to a point of compound curvature;
- 3) Along a tangent curve to the left with a radius of 9091.93 feet, an arc distance of 1089.28 feet, subtended by a chord bearing N 83°54'30" W, a distance of 1088.63 feet, to a point of tangency;
- 4) N 87°20'26" W a distance of 271.35 feet to a point of curvature;
- 5) Along a tangent curve to the left with a radius of 3155.13 feet, an arc distance of 802.31 feet, subtended by a chord bearing S 85°22'29" W, a distance of 800.15 feet, to a 1/2 inch rebar capped

"RWP" found at the southeasterly corner of lands owned by Douglas W. Murphy (Liber 646 of deeds, at page 23);

THENCE along the lands owned by said Murphy the following three courses:

- 1) N 7°00'00" W a distance of 727.30 feet, to a ½ inch rebar capped "RWP" found;
- 2) N 29°05'44" E a distance of 239.85 feet, to a ½ inch rebar capped "RWP" found;
- 3) N 61°16'31" W a distance of 722.12 feet, to a ½ inch rebar capped "RWP" found in the southeasterly highway boundary of Blackberry Street;

THENCE northeasterly along said southeasterly highway boundary of Blackberry Street the following six courses totaling 1380.72 feet:

- 1) N 47°17'22" E a distance of 257.29 feet, to an angle point;
- 2) N 47°59'15" E a distance of 226.03 feet, to an angle point;
- 3) N 45°05'20" E a distance of 358.76 feet, to a point of curvature;
- 4) Along a tangent curve to the right with a radius of 1473.22 feet, an arc distance of 342.06 feet, subtended by a chord bearing N 51°44'26" E, a distance of 341.30 feet, to a point of tangency;
- 5) N 58°23'32" E a distance of 146.69 feet, to a point of curvature;
- 6) Along a tangent curve to the right with a radius of 915.25 feet, an arc distance of 49.89 feet, subtended by a chord bearing N 59°57'14" E, a distance of 49.88 feet, to pin set at the northwest corner of lands owned by Norwood A. & June Tompkins (Liber 395, page 51);

THENCE along the lands owned by said Tompkins the following three courses:

- 1) S 24°10'48" E a distance of 213.71 feet, to a ¼ inch rebar found in pvc;
- 2) N 66°49'21" E a distance of 172.97 feet, to a ¼ inch rebar found;
- 3) N 19°09'58" W a distance of 211.86 feet, to a pin set in said southerly highway boundary of Blackberry Street;

THENCE easterly along said southerly highway boundary of Blackberry Street the following three course totaling 895.25 feet:

- 1) Along a tangent curve to the right with a radius of 915.25 feet, an arc distance of 69.11 feet, subtended by a chord bearing N 75°41'30" E a distance of 69.09 feet, to a point of tangency;
- 2) N 77°51'17" E a distance of 578.39 feet, to an angle point;
- 3) N 76°57'57" E a distance of 247.75 feet, to a pin set at the northwest corner of lands owned by Allan J. & Irene E. LaSalle (Liber 343, page 175), said pin being S 9°08'33" E a distance of 0.70 feet, from a 5/8 inch rebar found;

THENCE along the lands owned by said LaSalle the following three courses:

- 1) S 9°08'33" E a distance of 188.00 feet, to a pin set;
- 2) N 76°40'15" E a distance of 336.00 feet, to ¾ inch rebar found;
- 3) N 8°23'45" W a distance of 186.45 feet, to a 5/8 inch rebar capped "Snyder" found in the southerly highway boundary of Blackberry Street;

THENCE along said southerly highway boundary of Blackberry Street the following thirteen courses totaling 1667.84 feet:

- 1) N 77°18'40" E a distance of 47.47 feet, to an angle point;
- 2) N 79°12'55" E a distance of 111.75 feet, to an angle point;
- 3) N 87°00'35" E a distance of 71.41 feet, to an angle point;
- 4) S 84°14'05" E a distance of 84.65 feet, to an angle point;
- 5) S 76°51'35" E a distance of 52.24 feet, to an angle point;
- 6) S 71°16'45" E a distance of 93.22 feet, to an angle point;
- 7) S 69°01'25" E a distance of 122.09 feet, to an angle point;
- 8) S 66°36'50" E a distance of 369.60 feet, to a 5/8 inch rebar capped "Snyder" found;
- 9) S 68°49'45" E a distance of 167.45 feet, to an angle point;
- 10) S 72°49'10" E a distance of 120.48 feet, to an angle point;

- 11) S 76°13'10" E a distance of 148.16 feet, to an angle point;
- 12) S 78°25'10" E a distance of 159.74 feet, to an angle point;
- 13) S 79°50'02" E a distance of 119.58 feet, to a pin set at the northwest corner of lands owned by Philip A. Denure, Jr. (Liber 467, page 255);

THENCE S 28°42'30" W along the westerly boundary of lands owned by said Denure, Jr. a distance of 619.07 feet, to a ¾ inch iron pipe found at the southeast corner of lands owned by said Denure, Jr.;

THENCE S 61°14'39" E along the southerly boundary of lands owned by said Denure, Jr. and continuing along the southerly boundary of lands owned by Thomas E., Jr. & Theresa Ferrer (Liber 564, page 220), James H. & Althea Mackey (Liber 389, page 167) and Frank V. & Ethel Fromm (Liber 361, page 233) respectively, for a total distance of 616.64 feet, to a 5/8 inch rebar capped "Rt.Lape" found at the southwest corner of lands owned by Marc E. & Michele R. Gilbert (Liber 553, page 35);

THENCE along the lands owned by said Gilbert the following two courses:

- 1) S 61°14'39" E a distance of 706.78 feet, to a 5/8 inch rebar capped "Rt.Lape" found;
- 2) N 30°21'26" E a distance of 466.84 feet, to a 5/8 inch rebar capped "Rt.Lape" found in said southwesterly highway boundary of Blackberry Street;

THENCE along said southwesterly highway boundary the following fifteen courses totaling 1774.74 feet:

- 1) S 32°05'42" E a distance of 106.41 feet, to an angle point;
- 2) S 33°40'17" E a distance of 153.49 feet, to an angle point;
- 3) S 36°36'36" E a distance of 153.12 feet, to an angle point;
- 4) S 37°15'50" E a distance of 314.46 feet, to an angle point;
- 5) S 40°33'42" E a distance of 59.04 feet, to an angle point;
- 6) S 43°30'26" E a distance of 88.78 feet, to an angle point;
- 7) S 46°20'07" E a distance of 177.06 feet, to an angle point;
- 8) S 44°14'08" E a distance of 71.33 feet, to an angle point;
- 9) S 39°29'54" E a distance of 53.54 feet, to an angle point;
- 10) S 33°43'44" E a distance of 58.73 feet, to an angle point;
- 11) S 27°13'40" E a distance of 58.61 feet, to an angle point;
- 12) S 23°52'40" E a distance of 34.49 feet, to an angle point;
- 13) S 22°13'08" E a distance of 172.98 feet, to an angle point;
- 14) S 21°02'04" E a distance of 205.81 feet, to a point of curvature;
- 15) Along a tangent curve to the right with a radius of 35.00 feet, an arc distance of 66.89 feet, subtended by a chord bearing S 33°42'52" W, a distance of 57.16 feet, to the point of beginning.

CONTAINING 250.100 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on March 10, 2004. All bearings are referenced to Grid True North NAD 27.

PARCEL B

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gilboa, County of Schoharie, State of New York, bounded and described as follows:

BEGINNING at a 5/8 inch rebar with plastic yellow cap tagged "Paul B. Koerts, L.S.No. 49580" set (hereafter referred to as pin set) at the intersection of the northwesterly highway boundary of Blackberry Street and the westerly highway boundary of Kemper Mountain Road and at the southeasterly corner of premises herein described;

THENCE southwesterly along said northwesterly highway boundary of Blackberry Street the following four courses totaling 1039.90 feet:

- 1) S 77°51'17" W a distance of 211.94 feet to a point of curvature;
- 2) Along a tangent curve to the left with a radius of 964.75 feet, an arc distance of 327.71 feet, subtended by a chord bearing S 68°07'24" W, a distance of 326.14 feet, to point of tangency;
- 3) S 58°23'32" W a distance of 146.69 feet, to a point of curvature;
- 4) Along a tangent curve to the left with a radius of 1522.72 feet, an arc distance of 353.56 feet, subtended by a chord bearing S 51°44'26" W, a distance of 352.76 feet, to a 5/8 inch rebar found at the easterly corner of lands owned by Dianna Lynn Loucks & Patricia Denison (Liber 698, page 197);

THENCE along the lands owned by said Loucks & Denison the following four courses:

- 1) N 43°14'00" W a distance of 343.83 feet, to a 5/8 inch rebar capped "Snyder" found;
- 2) S 42°11'20" W a distance of 369.68 feet, to a pin set;
- 3) S 55°56'15" W a distance of 138.87 feet, to a 5/8 inch rebar capped "Snyder" found;
- 4) S 42°18'05" E a distance of 343.70 feet, to a 5/8 inch rebar capped "Snyder" found in said northwesterly highway boundary of Blackberry Street;

THENCE southwesterly along said northwesterly highway boundary of Blackberry Street the following two courses totaling 345.43 feet:

- 1) S 47°59'15" W a distance of 71.21 feet, to an angle point;
- 2) S 47°17'22" W a distance of 274.22 feet, to a ½ inch rebar capped "RWP" found in the northeasterly boundary of lands owned by Douglas W. Murphy (Liber 646, page 23);

THENCE N 61°16'31" W along said northeasterly boundary of lands owned by said Murphy and continuing along the easterly boundary of land owned by Prospect Farms, Inc. (Liber 372, page 554) a distance of 1625.04 feet, to a ½ inch rebar capped "RWP" found at the southerly corner of lands owned by Barbara Terry Mase (Liber 543, page 362);

THENCE northeasterly along the southeasterly boundary of lands owned by said Mase the following four courses:

- 1) N 30°27'27" E a distance of 518.68 feet, to a ½ inch rebar found;
- 2) N 28°43'18" E a distance of 1027.10 feet, to a ½ inch rebar found;
- 3) N 30°44'16" E a distance of 701.24 feet, to a ½ inch rebar found;
- 4) N 26°01'47" E a distance of 718.01 feet, to a pin set in the centerline of an abandoned road at the southerly corner of lands owned by Robert Jessen, Lucienne Jessen and First Transcapital Corporation (Liber 554, page 14), and at the westerly corner of lands owned by Lucienne Jessen (Liber 554, page 11), being S 28°20'20" W a distance of 15.30 feet from a 5/8 inch rebar with cap tagged "Snyder" found;

THENCE southeasterly along said centerline of the abandoned road being the southwesterly boundary of lands owned by said Lucienne Jessen (Liber 554, page 11) the following nine courses;

- 1) S 71°15'07" E a distance of 142.65 feet, to an angle point;
- 2) S 61°29'50" E a distance of 168.94 feet, to an angle point;
- 3) S 53°45'23" E a distance of 67.76 feet, to an angle point;
- 4) S 62°05'18" E a distance of 194.12 feet, to an angle point;
- 5) S 61°03'08" E a distance of 299.05 feet, to an angle point;
- 6) S 59°52'13" E a distance of 424.76 feet, to an angle point;
- 7) S 62°11'59" E a distance of 521.76 feet, to an angle point;
- 8) S 59°58'30" E a distance of 307.95 feet, to an angle point;
- 9) S 66°13'26" E a distance of 210.78 feet, to a pin set in said westerly highway boundary of Kemper Mountain Road;

THENCE southerly along said westerly highway boundary of Kemper Mountain Road the following two courses totaling 27.39 feet:

- 1) Along a tangent curve to the right with a radius of 75.25 feet, an arc distance of 19.65 feet, subtended by a chord bearing S 1°39'13" W, a distance of 19.60 feet, to a point of compound curvature;
- 2) Along a tangent curve to the right with a radius of 825.25 feet, an arc distance of 7.74 feet, subtended by a chord bearing S 9°24'16" W, a distance of 7.74 feet, to a pin set at the northeast corner of lands owned by Alfred & Shirly Hollis (Liber 364, page 1027);

THENCE along the lands owned by said Hollis the following three courses:

- 1) N 62°32'20" W a distance of 605.88 feet, to a pin set;
- 2) S 1°55'46" W a distance of 270.00 feet, to a ¼ inch rebar found;
- 3) S 67°42'32" E a distance of 529.20 feet, to a pin set in said westerly highway boundary of Kemper Mountain Road;

THENCE southerly along said westerly highway boundary of Kemper Mountain Road the following five courses totaling 1140.56 feet:

- 1) Along a tangent curve to the right with a radius of 825.25 feet, an arc distance of 81.81 feet, subtended by a chord bearing S 26°23'55" W, a distance of 81.77 feet, to a point of tangency;
- 2) S 29°14'18" W a distance of 647.09 feet, to a point of curvature;
- 3) Along a tangent curve to the left with a radius of 404.75 feet, an arc distance of 187.59 feet, subtended by a chord bearing S 15°57'40" W, a distance of 185.91 feet, to a point of tangency;
- 4) S 2°41'02" W a distance of 119.11 feet, to a point of curvature;
- 5) Along a tangent curve to the right with a radius of 80.00 feet, an arc distance of 104.96 feet, subtended by a chord bearing S 40°16'09" W, a distance of 97.59 feet, to the point of beginning.

CONTAINING 138.556 acres of land as surveyed by Paul B. Koerts Professional Land Surveyor on March 10, 2004. All bearings are referenced to Grid True North NAD 27.

NOTICE OF DEPOSIT IN ESCROW ACCOUNT

Please be advised that your deposit in the sum of
\$ _____ has been deposited in the BROWN, KELLEHER &
ZWICKEL, L.L.P., Attorney Escrow Account IOLA in the Trustco Bank,
345 Main Street, Catskill, New York 12414.

Attached is the form for dispute resolution by the Attorney
General of the State of New York.

I acknowledge receipt and review of this notice on
_____, 2005.

Purchaser

Purchaser

Purchaser

Purchaser

APPLICATION TO THE ATTORNEY GENERAL
FOR A DETERMINATION ON THE
DISPOSITION OF DOWNPAYMENTS

[Send this application to the reviewing attorney assigned to the subject plan.]

Re: _____
Address of Building or
Name of Project

File Number: _____

Application is made to the Attorney General to consider and determine the disposition of down payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name _____
of Applicant

2. Address _____
of Applicant

3. Name, Address, and Telephone Number
of Applicant's Attorney (if any) _____

4. This is an application for
 return of downpayment.
 forfeiture of downpayment.
 other: _____

5. The project is a conversion of occupied premises.
 newly constructed or rehabilitated.
 vacant (as is).

5. The project is structured as
 a cooperative.
 a condominium.
 a homeowners association.
 a timeshare.
 other: _____

7. Name and Address
of Sponsor: _____

8. Name and Address
of Escrow Agent: _____

9. If downpayments are maintained in an escrow account:
(a) Name of account _____
(b) Name and address
of bank _____
(c) Account number (if known) _____
(d) Initial interest rate (if known) _____

10. If downpayments have been secured by bonds:
(a) Name and address of
bond issuer or surety: _____

(b) Copy of bond included in this application. (DO NOT
SEND ORIGINAL BOND.) If not included, explain:

11. If downpayments have been secured by a letter of credit:
- (a) Name and address of bank which issued the letter of credit: _____

 - (b) Date of expiration of the letter of credit, if known: _____

12. Plan information:
- (a) Date of filing of plan: _____
 - (b) Plan
 - has been declared effective. Approximate date: _____
 - has not been declared effective.
 - (c) If effective, the plan
 - has closed or the first unit has closed. Approximate date: _____
 - has not closed.
 - don't know.
 - (d) Downpayments are secured by
 - escrow account.
 - bonds.
 - letter of credit.

13. Contract information:
- (a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)
 - (b) Date on which subscription or purchase agreement was signed: _____

(c) Date(s) of downpayment(s): _____

(d) Total amount of downpayment(s): _____

(e) Names and addresses of subscribers or purchasers affected by this application:

*

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

15. I am contemporaneously sending a copy of this application to the following persons: _____

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: _____ Date: _____

Name (Printed): _____

Telephone: (Home) _____ (Business) _____

Mailing Address: _____

BROWN, KELLEHER & ZWICKEL, L.L.P.

ATTORNEYS AT LAW
370 MAIN STREET
CATSKILL, NEW YORK 12414

KEVIN M. KELLEHER
CHARLES ZWICKEL

TELEPHONE: (518) 943-1111
FACSIMILE: (518) 943-4549

July 5, 2005

WINDHAM OFFICE

Telephone: (518) 734-3800

CHARLES J. BROWN
RETIRED

**VIA CERTIFIED MAIL RETURN
RECEIPT REQUESTED**

Real Estate Financing Bureau
Department of Law
120 Broadway, 23rd Floor
New York, NY 10271

Re: Pine Island Farm Property Owners' Association, Inc.
CPS-7 Application for private road accessing 18 lots.

To whom it may concern:

I am the attorney who prepared the CPS-7 application for the captioned property. I affirm as follows:

I am fully familiar with the provisions of Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 22.

I will prepare all legal documents necessary to form an HOA and will cause the HOA to be formed in conformity with applicable law.

I have prepared the application based on information from the sponsor. I expressly disclaim any responsibility to have made an independent inspection of the property or investigation of the information furnished to me by sponsor.

I have no actual knowledge of any violation of Article 23-A of The General Business Law or Part 22 of the regulations promulgated by the Department of Law, nor do I have actual knowledge of any material fact omitted or any untrue statement of material fact included in the application.

Enclosed for filing is a CPS-7 application for the above named Association including the following documents:

1. An affidavit of offeror signed and sworn to by Robert E. Lesperence, the President of the Offerror;
2. Survey map of the Pine Island Farm Subdivision which show private roads known as Mayham Pond Drive in the Town of Gilboa, Wild Berry Drive in the Town of Gilboa and Field Stone Drive in the Town of Gilboa covering a total area of 1.730 acres; 1.003 acres and 1.024 acres respectively and connecting lots designated as Lots 10 through 16, 18 through 24 and 30 through 33. Said private roadways will be the only property owned by the Homeowners Association;
3. A copy of the proposed Pine Island Farm Protective Covenants;

4. A proposed budget and back-up documentation therefor with an estimated assessment of \$212.08 per year or \$17.67 per month for lots 1 through 9, 17, 25 through 29 and 34 through 38; and an estimated assessment of \$657.49 per year or \$54.79 per month for lots 10 through 16, 18 through 24 and 30 through 33.

5. A check in the amount \$225.00 payable to the N.Y.S. Department of Law for the no-action letter fee;

6. Supplemental broker dealer statement form M-3;

7. A check in the amount of \$30.00 payable to the N.Y.S. Department of Law for the fee for the broker dealer registration form;

8. A statistical record card;

9. A certification by sponsor and principals and;

10. Title insurance report for the HOA property;

11. A copy of the deed into sponsor;

12. By-Laws of the Pine Island Farm Property Owners' Association, Inc.

If you need anything further in regard hereto, please advise at your earliest convenience.

Very truly yours,

BROWN, KELLEHER & ZWICKEL, LLP

By: _____
Charles Zwickel

CZ:or
Enc.

cc: Bob Lesperence via fax

ELIOT SPITZER
Attorney General



DIETRICH L. SNELL
Deputy Attorney General
Division of Public Advocacy

DAVID D. BROWN, IV
Bureau Chief
Investment Protection Bureau

July 15, 2005

Charles Zwickel, Esq.
Brown, Kelleher & Zwickel
370 Main Street
Catskill, New York 12414

Re: Pine Island Farm Property Owners Association
File No.: HO-05-0069

Dear Mr. Zwickel:

The Department of Law is in receipt of your application for CPS-7 treatment originally submitted on July 11, 2005 for the above-captioned homeowner's association.

Based upon the affidavit and supporting documentation submitted by you in connection with the application, such CPS-7 treatment is granted as of the submission date of July 11, 2005. Accordingly, no enforcement action will be taken against you for failure to file an offering plan in compliance with General Business Law Section 352-e, provided that you are in full compliance with your representations made in the CPS-7 application.

The granting of CPS-7 treatment is on such terms and conditions as the Department of Law may impose, in its discretion, in order to protect the public interest. It is based solely on the information provided in the application. Any material misstatement or omission of a material fact in the application may render the CPS-7 treatment void ab initio and may subject you to enforcement action.

The granting of this CPS-7 treatment shall not be construed to be a waiver of, or limitation on, the Attorney General's authority to take enforcement action for violations of Article 23-A of the General Business Law and other applicable provisions of law.

Sincerely,

A handwritten signature in black ink, appearing to read "Marissa Piesman".

Marissa Piesman
Assistant Attorney General

AFFIDAVIT OF INDIVIDUAL PURCHASER

STATE OF)
 ss.:
COUNTY OF)

_____, being duly sworn, deposes and says:

1. My name is _____

I reside at _____

My business address is _____

2. I have read the affidavit of the Offeror submitted as part of the application for a no action letter.

3. I understand that no offering literature other than as required by the no action letter application will be provided.

4. I have inspected the property I am purchasing in the Pine Island Farm Subdivision in the Town of Gilboa, County of Schoharie and State of New York.

Purchaser

Sworn to before me this
day of _____, 2005.

Notary Public

AFFIDAVIT OF CORPORATE PURCHASER

STATE OF)
 ss.:
COUNTY OF)

_____ , being duly sworn, deposes and says:

1. The name of the corporation is _____

_____ .
I reside at _____

_____ .
My business address is _____

- _____ .
2. I am the president of the corporation and have been authorized to purchase said property on behalf of the corporation.
 3. I have read the affidavit of the Offeror submitted as part of the application for a no action letter.
 4. I understand that no offering literature other than as required by the No Action Letter Application will be provided.
 5. I have inspected the property I am purchasing in the Pine Island Subdivision in the Town of Gilboa, County of Schoharie and State of New York.

Purchaser

Sworn to before me this
day of _____ , 2005.

Notary Public

ACKNOWLEDGMENT OF DISCLOSURE MATERIALS

I (We) acknowledge receipt of a copy of the Pine Island Farm Subdivision Disclosure Booklet which contains the application for a No Action Letter from the Attorney General of the State of New York and a copy of such letter.

Purchaser

Purchaser

Purchaser

Purchaser

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CERTIFICATE OF INCORPORATION

OF

PINE ISLAND FARM PROPERTY OWNERS' ASSOCIATION, INC.

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

IT IS HEREBY CERTIFIED THAT:

- (1) The name of the corporation is:

PINE ISLAND FARM PROPERTY OWNERS' ASSOCIATION, INC.

- (2) The corporation is a corporation as defined in subparagraph (a) (5) of Section 102: the corporation is a Type A Corporation.

- (3) The purpose or purposes for which this corporation is formed are as follows:

To promote and protect the interests of the residents of Pine Island Farm Property Owners, particularly the health, safety and welfare of the community; to obtain and own land; to build and maintain facilities for recreational, cultural and community use in general; to enforce all covenants, easements, restrictions and agreements within this community.

To do any other act or thing incidental to or connected with the foregoing purposes or in the advancement thereof, but not for the pecuniary profit or financial gain of its members, directors, or officers except as permitted under Article 5 of the Not-for-Profit Corporation Law.

Nothing herein shall authorize this Corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in Not-for-Profit Corporation Law Section 404 (b) through (v).

In furtherance of its corporate purposes, the Corporation shall have all general powers enumerated in Section 202 of the Not-for-Profit Corporation Law, together with the powers to solicit grants and contributions for corporate purposes.

- (4) The office of the corporation is to be located in the county of Otsego.

- (5) The initial directors of the corporation until the first annual meeting are as follows:

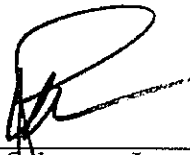
Robert E. Lesperence, 839 State Highway 7, Unadilla, NY 13849
Alan Lord, 839 State Highway 7, Unadilla, NY 13849
William Mac Alpine, 839 State Highway 7, Unadilla, NY 13849

- (6) The duration of the corporation is perpetual.

(7) The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is: 839 State Highway 7, Unadilla, NY 13849.

IN WITNESS WHEREOF, I hereunto sign my name and affirm that the statements made herein are true under the penalties of perjury.

Dated: June 29, 2005



Scott J. Schuster, Incorporator
283 Washington Avenue
Albany, New York 12206

BY-LAWS
OF THE
PINE ISLAND FARM
PROPERTY OWNERS' ASSOCIATION, INC.

April 27, 2005

Prepared by: New York Land & Lakes, Inc. (Sponsor)
839 State Highway 7
Unadilla, New York 13849

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BY-LAWS
OF THE
PINE ISLAND FARM PROPERTY OWNERS' ASSOCIATION, INC.

A New York Not-for-Profit Corporation

ARTICLE I. NAME, LOCATION AND PRINCIPAL OFFICE

These are the By-Laws of the Pine Island Farm Property Owners' Association, Inc. hereinafter referred to as the "Association". The principal office of the Association shall be located at 839 State Highway 7, Unadilla, New York 13849.

ARTICLE II. DEFINITIONS

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

(a) "Association" shall mean and refer to the Pine Island Farm Property Owners' Association, Inc., a New York Not-for-Profit Corporation.

(b) "The Board" shall mean and refer to the Board of Directors of the Association.

(c) "By-Laws" shall mean and refer to these By-Laws which govern the operation of the Association.

(d) "Common Charges" shall mean and refer to a lot's share of the Common Expenses (including reserves) which are assessed against the lot by the Association in fulfilling its lawful responsibilities, herein sometimes referred to as ("Assessment").

(e) "Common Expense" shall mean and refer to those expenses (including reserves) which are incurred by the Association in fulfilling its lawful responsibilities.

(f) "Common Properties", "Properties" or "Common Areas" shall mean and refer to certain areas of land designated as Mayham Pond Drive, Field Stone Drive, Wild Berry Drive and the area known as Mayham Pond & Common Area on the filed subdivision map of Pine Island Farm which will be owned by the Association and which is intended to be devoted to the common use and enjoyment of the lot owners. A copy of the aforementioned survey map is attached hereto as Appendix 2 of the Pine Island Farm Property Owners' Association Inc's. Rules and Regulations.

(g) "Developer" shall mean New York Land & Lakes, Inc. or any successor entity making an initial sale of a lot described herein.

(h) "Lot" shall mean and refer to lot numbers one (1) through thirty-eight (38) within a subdivision known as "Pine Island Farm" as shown on a plat filed on June 29, 2005 in the Schoharie County Clerk's office at map file # 4685.

(i) "Property Owner" or "Owner" shall mean and refer to the record owner of fee simple title to any Lot, including the Developer with respect to any Unsold Lot. Every Lot Owner shall be treated for all purposes as a single owner for each Lot held, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Where such ownership is joint, in common or tenancy by the entirety such collective ownership shall constitute one (1) Member.

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

(k) "Permitted Mortgage" shall mean and refer to any first mortgage covering a Lot or Lots or a mortgage encumbering an Unsold Lot then owned by Developer or its successors or assigns.

(l) "Recreation Facilities" shall mean and refer to any facilities such as docks, beaches, picnic pavilions etc., if any, which will be owned, operated and maintained by the Association as part of the Common Areas of the Association.

(m) "Statute" shall mean and refer to the New York Not-for-Profit Corporation Law.

(n) "Unsold Lots" shall refer to any lots owned by the Developer and any successors or assigns, until such time as the same have been sold for use, other than for the personal occupancy of the Developer and any of its successors or assigns.

ARTICLE III. PURPOSE

This Association is formed to own, operate, manage, maintain and control the Common Areas and to perform certain maintenance and repairs to the Common Areas for

the benefit of the Members of the Association.

ARTICLE IV. APPLICABILITY

All present and future Members, their family members, tenants, lessees, occupants, guests, licensees, agents, employees and any other person or persons that shall be permitted to use the Common Areas shall be subject to these By-Laws and to the rules and regulations issued by the Association to govern the conduct of its Members when using the Common Areas.

ARTICLE V. USE OF FACILITIES

The Common Areas shall be limited to the use by the Members and their guests. In the event that a Member shall lease or permit another to occupy his Lot, however, the lessee or occupant shall at the option of the Member, be permitted to enjoy the use of the Common Areas in lieu of and subject to the same restrictions and limitations as said Member. Any Member, lessee or occupant entitled to the use of the Association facilities may extend such privileges to members of his family residing in his household by notifying the Secretary in writing of the names of any such persons and of the relationship of such Member, lessee or occupant to such persons. The Board may establish a limitation on guest privileges and/or establish a guest fee for the use of the Common Areas by guests of Members or permitted lessees or occupants of Lots and their respective family members.

Developer shall have the right, on an equal basis with other Members to use all or any of the Common Areas or permit all or any of the Common Areas to be used by Developer's designee or any prospective purchaser of a Lot or any tenants of Unsold Lots, without charge, in accordance with and subject to these By-Laws and any rules and regulations promulgated by the Board. In addition, Developer shall have the right, until all Unsold Lots are sold, to use all or any of the Common Areas without charge, for exhibitions or other promotional functions with respect to Developer's sales programs. This provision regarding Developer may not be amended without the written consent of the Developer.

ARTICLE VI. MEMBERSHIP AND VOTING RIGHTS

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

The Owner of a Lot shall be a Member of the Association whether such ownership is joint, in common or tenancy by the entirety. Each Member is entitled to one vote for each lot owned. When more than one person or entity is the owner of a lot, the one vote attributable to such Lot shall be exercised as such persons mutually determine but not more than one vote may be cast with respect to any such Lot. In the absence of a written agreement signed by all the owners of a lot, which is delivered to the Association, the first lot owner listed on the recorded deed to the lot shall be entitled to vote.

Section 2. Suspension of Membership. The rights of a Member or permitted lessee and their respective family members, guests and invitees, to the use and enjoyment of the Common Areas are subject to the payment of periodic Common Charges assessed by the Board, against each Lot's owner or owners and becomes a lien upon the property of any Lot Owner against which such Common Charges are assessed as provided for herein. If a Member shall be in default in the payment of the Common Charges assessed against such Member's Lot, and fails to cure such default within ten (10) days after mailing of written notice from the Board, the Board, in its sole discretion, shall have the option to suspend all privileges of the Association by such Member, permitted lessee or occupant, and the respective family Members, guests and invitees of the foregoing, and until such Member is reinstated in good standing by the Association, to take such other legal action as may be permitted by applicable law or these By-Laws. In addition to the foregoing, any Member so in default shall be ineligible to be considered for membership to the Board and if on the Board shall be suspended therefrom until such time as all Common Charges, together with late charges, interest and expenses, if any, are paid to the Association.

Section 3. Transfer of Membership. Membership in the Association shall be appurtenant to, and may not be transferred except in conjunction with the lawful sale or conveyance of a Lot. No Owner shall be permitted to sell or convey his or her Lot unless and until he or she shall have paid in full to the Board all unpaid Common Charges and other amounts required by the Board to be paid and assessed by the Board against such Lot. Upon such sale or conveyance, the seller of such Lot shall relinquish his or her membership in the Association and the purchaser of such Lot shall automatically become a Member, subject to the By-Laws and the Pine Island Farm Property Owners' Association, Inc.'s Rules and Regulations.

ARTICLE VII. QUORUM, PROXIES AND WAIVERS

Section 1. Quorum. So many Members as shall represent at least 51% of all Members present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by Statute, the Certificate of Incorporation of the Association or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting. At least 5 days written notice of such adjourned meeting shall be given to all Members. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. At such adjourned meeting, so many Members as shall represent at least thirty three and one third (33-1/3%) percent of all Members shall constitute a quorum. If, however, such reduced quorum shall not be present or represented at such adjourned meeting of the Association, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting and such adjourned meeting shall require at least twenty-five (25%) percent of all Members. At least 5 days written notice of such adjourned meeting shall be given to all Members.

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

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

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

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

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

Section 7. Annual Meetings. The first annual meeting of the membership of the Association shall be held within one (1) year of the closing of the first lot. Thereafter the annual meeting of the membership of the Association shall be held on such date as is fixed by the Board of Directors but at least on an annual basis. At such meetings there shall be designated or elected by ballot of the membership a Board of Directors in accordance with the requirements of Article VIII of these By-Laws. The Members may also transact such other business as may properly come before the meeting.

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

Section 9. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held. For the annual meeting of the membership, notice shall be given to all members at least thirty (30) days prior to such meeting. In the event a special meeting is called, notice shall be given to all members at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

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

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

ARTICLE VIII. BOARD OF DIRECTORS

Section 1. Number and Term. The number of Directors which shall constitute the whole Board shall be five (5) elected or sponsor-designated members, except for the initial Board of Directors. The Initial Board, consisting of three (3) Directors, shall be designated by the Developer to serve until the first annual meeting of the Association. At the first annual meeting and at all subsequent annual meetings, a total of five (5) Directors shall be elected or designated. All Directors, other than those designated by the Sponsor, shall be elected by the Members. The term of office of two of the Directors shall be fixed for three (3) years, the term of office of two of the Directors shall be fixed at two (2) years, and the term of office of one of the Directors shall be fixed at one (1) year. Separate ballots shall be conducted for each of the three terms of office. Each Member shall be entitled to cast one vote on each ballot. The three, two, or one nominee (s) on each of the ballots, as the case may be, receiving the highest number of votes on their ballot shall constitute the duly executed Board of Directors. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected or designated and hold their first meeting. All Directors, other than those the Developer shall have the right to designate, must be either Members of the Association or immediate family members residing in the Members' Household. Each Director shall be at least nineteen years of age. In no event shall any Member be eligible for election to the Board, if such Member is then in default, beyond any applicable grace period, in the payment of Common Charges or any other amounts required by the Board to be paid.

Section 2. Voting and Right of Developer to Designate Certain Board Members. In an election of Directors, each Member shall be entitled to one (1) vote.

The Developer shall have the right to designate a majority of the total Directors, until 95% of the Lots in the Pine Island Farm Subdivision have been conveyed. Thereafter, the Developer shall have the right to designate one (1) Director for so long as it owns one Unsold Lot. When the Developer no longer owns any Unsold Lot in the Development it may not designate any Directors. Developer may not cast its votes to elect any Directors in addition to the designated Directors set forth above.

The provisions of Article VIII Sections 1 and 2 may not be amended without the written consent of the Developer so long as Developer owns any Unsold Lot.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor, who shall hold office for the unexpired term in respect of which such vacancy occurred and until his successor is duly elected and qualified. In the event a Director appointed by Developer resigns, the Developer shall have the sole right to appoint another Director in his place. If the Directors are unable to come to a majority vote for a replacement Director, then the Developer shall designate a replacement Director.

Section 4. Removal. Directors may be removed for cause by an affirmative vote of sixty six and two thirds (66-2/3%) percent of the Members. No Director, other than a designee of the Developer, shall continue to serve on the Board if, during his term of office, he shall cease to be a Member or no longer reside in the Member's household as part of the immediate family. In the event a Developer-designated member is removed for cause, the Developer shall have the sole right to appoint another Director in his place.

Section 5. Powers.

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

1. To determine and levy, in advance, assessments ("Common Charges") to cover the cost of operating and maintaining the Common Areas and other maintenance requirements of the Association. The Board of Directors may increase the monthly Common Charges or vote a special assessment in excess of that amount, if required, to meet any additional necessary Common Expenses.
2. To collect, use and expend the Common Charges collected to maintain, care for and preserve the Common Areas and other maintenance requirements of the Association.
3. To make repairs, restore or alter the Common Areas after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
4. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts.
5. To collect delinquent Common Charges by suit or otherwise, to abate

nuisances and to enjoin or seek damages from Members for violations of the house rules or rules and regulations herein referred to as they pertain to the Common Areas.

6. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the Members when the Board has approved them in writing and mailed or delivered a copy of such rules and all amendments to each Member. Such rules and regulations may without limiting the foregoing, include reasonable limitations on the use of the Common Areas by guests of the Members as well as reasonable admission and other fees for such use.

7. To impose fines or penalties upon any Member who violates the By-Laws, or its rules and regulations.

8. To employ workers, contractors and supervisory personnel, and to purchase supplies and equipment, to enter into contracts to provide maintenance, refuse removal and other services, and generally to have the power of Directors in connection with the matters hereinabove set forth.

9. To bring and defend actions by or against one or more Members or any of their occupants and lessees pertinent to the operation of the Association and to assess special assessments to pay the cost of such litigation.

10. To execute, acknowledge and deliver (i) any instrument affecting The Properties, which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of any public authority, applicable to the occupancy, maintenance, demolition, construction, alteration, repair or restoration of The Properties (ii) any consent, covenant, restriction or easement, affecting The Properties which the Board deems necessary or appropriate.

11. To obtain and review insurance for the Association.

(b) The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees, in addition to any committee required by these By-Laws, each of such committees to include at least one (1) Director, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, so

long as the Developer shall continue to own one or more Unsold Lots, the Board of Directors may not, without the Developer's prior written consent (i) make any addition, alteration or improvement to the Common Areas, other than routine repair and maintenance or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund or, (iii) charge any special assessment for a non-budgeted item unless required by law, emergency, municipal agency or for the health and safety of the Association and its Members, or, (iv) borrow money or otherwise create a security interest on behalf of the Association on any portion of the Association property or, (v) increase or decrease the services or maintenance of the Association as set forth in the proposed first year budget of the Association or the By-Laws or otherwise provide services in excess of those contemplated by the proposed first year budget or elsewhere in this Offering or any amendments thereto, or (vi) purchase any materials, equipment or other goods costing in excess of \$1,000 or (vii) increase the maintenance charges of the Association more than ten (10%) percent from the prior year's budget, unless required by law, emergency, municipal agency, the health and safety of the Association and its Members or if documentation is provided to the Developer in the nature of a financial statement, bids from contractors or verified increases in utility rates evidencing the need for an increase greater than ten (10%) percent or (viii) utilize Association funds to commence a law suit against the Sponsor or any of its Principals in a matter pertaining to this Development. In addition, so long as there are any Unsold Lots in the development the Board and the Lot Owners shall not take any action that will interfere, impair or adversely affect the rights of the Developer to sell any Unsold Lots. Developer shall not use its veto power or control of the Board of Directors to reduce the level of services described in this Offering or any amendments thereto or prevent required capital repairs or prevent expenditures required to comply with applicable laws or regulations. While Developer is in control of the Board of Directors, no mortgage liens will be placed on the Common Areas without the consent of at least 51 (51%) of the Lot Owners other than the Directors or Developers' nominees. This subparagraph (c) may not be amended without the written consent of the Developer.

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

Section 7. Meetings

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

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

(c) Special meetings of the Board may be called by the President on two (2) days notice to each Director either personally or by e-mail, telephone, fax or telegram.

Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Directors.

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

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

(f) Members of the Board may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting.

Section 8. Annual Statement. The Board of Directors shall furnish to all Members and shall present annually (at the annual meeting) and when called for by a vote of the Members at any special meeting of the Members, a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and income and expense statement.

Section 9. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association (except Developer or Developer's representatives) handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense of the Association.

ARTICLE IX. OFFICERS

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

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

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

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

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

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

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

Section 8. The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Association including the vouchers for such disbursements, and shall deposit all monies, and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

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

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

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

ARTICLE X. NOTICES

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

ARTICLE XI. COMMON CHARGES

Section 1. Creation of the Lien and Personal Obligation of Assessments. The creation of the lien and personal obligation of Common Charges is governed by the Pine Island Farm Property Owners' Association Inc.'s Rules & Regulations.

Section 2. Purpose of Common Charges. The purpose of Common Charges is to provide a fund for payment of the expenditures related to the year - round maintenance of the private roads known as Mayham Pond Drive, Field Stone Drive and Wild Berry Drive within the Pine Island Farm subdivision including but not limited to snow plowing, sanding, re-grading, re-gravelling, mowing, drainage work and maintenance of safety structures such as guide rails and traffic control structures as well as stormwater control structures. Common Charges will also be used for the maintenance of Mayham Pond and the "Common Area" which includes a gravel access road from South Gilboa Road (County Route 14) and picnic facilities (ie. Picnic tables and barbecue grills).

Section 3. Date of Commencement of Common Charges. The date of commencement of Common Charges is as specified in Paragraph II of the Pine Island

Farm Property Owners' Association Inc.'s Rules & Regulations.

Section 4. Effect of Non-Payment of Common Charges; Remedies of the Association. The effect of non-payment of Common Charges and the remedies of the Association shall be specified in Paragraph II of the Pine Island Farm Property Owners' Association Inc.'s Rules & Regulations.

Section 5. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to a first mortgage given by a lot owner.

Section 6. Checks. All checks or demands for money and notes of the Association shall be signed by at least two (2) Officers one of which shall be the Treasurer.

Section 7. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all collected property owners' assessments. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Association.

Section 8. Other Accounts. The Board shall maintain any other accounts it shall deem necessary to carry out its purposes.

ARTICLE XII. INSURANCE

The insurance the Board of Directors is required to obtain and maintain on behalf of the Association shall be determined by the Board of Directors.

ARTICLE XIII. AMENDMENTS

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

ARTICLE XIV. SELLING, LEASING AND GIFTS OF LOTS

Section 1. Selling and Leasing Lots. Any Lot may be conveyed or leased by a Member free of any restrictions except that no Member shall convey, mortgage, pledge, hypothecate, sell or lease his Lot unless and until all violations against the Lot are removed and all unpaid Common Charges assessed against the Lot shall have been paid as directed by the Board of Directors. Such unpaid Common Charges, however, may be

paid out of the proceeds from the sale of a Lot, or by the Grantee. Any sale or lease of a Lot in violation of this section shall be voidable at the election of the Board of Directors. Upon the written request of a Member or his mortgagee, the Board or its designee shall furnish a written statement of the status of any violation and the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement. A reasonable charge may be made by the Board for the issuance of such statements.

The provisions of this Section as they apply to unpaid Common Charges shall not apply to the acquisition of a Lot by a mortgagee who shall acquire title to such Lot by foreclosure or by deed in lieu of foreclosure if such deed in lieu of foreclosure is based upon a purchase money mortgage which was given by Developer. In such event the unpaid Common Charges against the Lot which were assessed and became due prior to the acquisition of title to such Lot by such mortgagee shall be deemed waived by the Association and shall be charged to all other Members of the Association as a Common Charge. Such provisions shall, however, apply to any Common Charges which are assessed and become due after the acquisition of title to such Lot by the mortgagee and to any purchaser from such mortgagee.

Whenever the term "Lot" is referred to in this Section, it shall include the Lot, the Member's interest in the Association and the Member's interest in any Lots acquired by the Association.

Section 2. Gifts, etc. Any Member may convey or transfer his Lot by gift during his lifetime or devise his Lot by will or pass the same by intestacy without restriction, however, the Grantee of any such lot shall become liable for all past or present assessments due on the lot.

ARTICLE XV. INDEMNIFICATION

Section 1. Indemnification to Officers and Directors. To the fullest extent allowed by law, the Association shall indemnify any person, made a party to an action by or in the right of the Association to procure a judgment in its favor by reason of the fact that he, is or was or has agreed to become a Director or Officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or prosecution of such action, or in connection with an appeal therein, except in relation to matters as to which such Director or Officer is adjudged to have breached his duty to the Association, as such duty is defined in the New York Not-for-Profit Corporation Law. To the extent allowed by law, the Association shall also indemnify any person, made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the Association to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation, domestic or foreign, which he served in any capacity at the request of the Association by reason of the fact that he, was a Director or Officer of the Association or served it in any capacity against judgment, fines, amounts paid in settlement, and reasonable attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such Director or Officer acted, in good faith, for a

purpose which he reasonably believed to be in the best interests of the Association and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification to Employees and Agents. The Association may, to the extent authorized from time to time by the Board or by a committee comprised of members of the Board, provide indemnification to employees or agents of the Association who are not Officers or Directors of the Association with such scope and effect as determined by the Board, or such committee.

Section 3. Indemnification to Others. The Association may indemnify any person to whom the Association is permitted by applicable law to provide indemnification or the advancement of expenses, whether pursuant to rights granted pursuant to, or provided by, the New York Not-For-Profit Corporation Law or other rights created by (i) a resolution of the Members, (ii) a resolution of Directors, or (iii) an agreement providing for such indemnification, it being expressly intended that these By-Laws authorize the creation of other rights in any such manner.

Section 4. Other Rights. The right to be indemnified and to the reimbursement or advancement of expenses incurred in defending a proceeding in advance of its final disposition authorized by this Article XV shall not be exclusive of nor limit any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-Laws, agreement, vote of Members or disinterested Directors or otherwise.

Nothing contained in this provision shall limit any right to indemnification to which any director or any Officer may be entitled to contract or under any law now or hereinafter enacted.

ARTICLE XVI. GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors and unless otherwise specified shall be based on the calendar year.

Section 2. Seal. The Association seal shall have inscribed thereon the name of the Association and the year of its incorporation under the laws of the State of New York. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 3. Examination of Books and Records. Each Member, or their respective representatives and first mortgagees, shall be entitled to a reasonable examination of the books and records of the Association at any time during normal business hours upon reasonable notice to its Board of Directors. The Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any Member or first mortgagee at the principal office of the Association.

PINE ISLAND FARM PROPERTY OWNERS' ASSOCIATION, Inc.'s

RULES and REGULATIONS

February 17, 2005

Sponsor: New York Land & Lakes, Inc.
839 State Highway 7
Unadilla, New York 13849
607-563-8870

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I. LOT OWNERS' OBLIGATION

Upon the acceptance and filing of a deed to any Grantee in the Pine Island Farm Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Pine Island Farm Property Owners' Association, Inc. b) have the right to use Field Stone Drive, Mayham Pond Drive and Wild Berry Drive for ingress and egress to and from Blackberry Street to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; c) have the right to use the property of the Pine Island Farm Property Owners' Association, Inc. designated as the "Common Area" and Mayham Pond; and d) pay the Pine Island Farm Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Pine Island Farm Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Pine Island Farm Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Pine Island Farm Property Owners' Association, Inc. Said charge may be increased or decreased by the Pine Island Farm Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Pine Island Farm Property Owners' Association, Inc. as set forth herein.

II. COMMON EXPENSES/INDIVIDUAL LOT OWNERS ANNUAL ASSESSMENTS

1. ANNUAL ASSESSMENT - The annual assessment for each of the aforementioned lots within the Pine Island Farm Subdivision shall be determined by the annual budget. **Based on the first annual budget, which is attached hereto as Appendix 1, the annual assessment for lots 1-9, 17, 25-29 & 34-38 is \$212.08 per year. The annual assessment for lots 10-16, 18-24 & 30-33 is \$657.49 per year.** The annual assessment is determined by dividing the annual Common Expenses and any annual reserves, as determined by the Annual Budget, by the number of the aforementioned lots.

2. EFFECT OF NON-PAYMENT OF COMMON CHARGES; REMEDIES OF THE ASSOCIATION - The Common Charges for the use of the Common Properties shall constitute a debt which may be collected in any court of competent jurisdiction and upon the conveyance of any of the land described therein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay the Pine Island Farm Property Owners' Association, Inc., its successors and assigns all charges past, present or future as provided in this paragraph II. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.

3. FISCAL YEAR - The Fiscal Year shall begin January 1, 2005.

4. COLLECTION OF FIRST ANNUAL ASSESSMENTS - The first annual assessment will be collected at the time of closing of the lot and will be held separately in a checking account bearing the name of the Pine Island Farm Property Owners' Association, Inc. The amount collected at closing will be pro-rated based upon the

Association's fiscal year.

5. SUBSEQUENT ASSESSMENTS - After the initial collection of annual assessments, which will be obtained upon the closing of each lot, subsequent assessments will be due and payable immediately upon receipt of notice from the Treasurer that assessments are due. The Board of Directors may impose penalties and late fees for delinquent assessments.

III. INITIAL BOARD OF DIRECTORS

Pursuant to Article VIII, section 1 of the By Laws, the initial Board of Directors, as designated by the developer, shall consist of Robert Lesperence, President; William MacAlpine, Treasurer/Secretary; and Alan Lord, Vice President. The initial board of directors shall consist of officers or employees of the developer and shall hold office until the first annual meeting is held pursuant to Article VII, section 7 at which time a new five (5) member board will be elected or designated as provided for in Article VIII of the By-Laws.

IV. MAINTENANCE OF THE COMMON AREAS

1. Private Road - The Association shall be responsible for the year - round maintenance of the private roads known as Mayham Pond Drive, Field Stone Drive and Wild Berry Drive within the Pine Island Farm subdivision including but not limited to snow plowing, sanding, re-grading, re-gravelling, mowing, drainage work and maintenance of stormwater control measures and safety features such as guide rails and traffic control structures.

2. Dam - The Association shall be responsible for the maintenance and any future repair of the Mayham Pond Dam. Routine maintenance requirements include mowing around the dam and removal of any debris build up. Maintenance procedures are outlined in the Report on the Mayham Pond Dam prepared by B.J. O'Neill; P.E. dated June 9, 2004.

3. Stormwater Control Structures - The Association shall be responsible for maintaining stormwater control measures put in place by the developer in accordance with a Stormwater Pollution Prevention Plan prepared by Keystone Associates dated September 3, 2004 and approved by the New York City Department of Environmental Protection on May 24, 2005. Such maintenance requirements are as follows:

a. Long Term Maintenance activities for vegetation include mowing, fertilizing, watering, pruning, fire controls in dry weather, weed and pest control, reseeding, and repairs as necessary to maintain a vigorous, dense vegetative cover.

b. Vegetated areas and drainage channels are to be maintained as follows:
Maintain a grass height of 4" to 6"

Maintain slopes, and
Repair erosion as necessary

c. Grassed swales, filter strips and infiltration trenches are to be maintained as follows:

Each grassed swale, filter strip and infiltration trench shall be inspected every month and after major rainfall events. The system shall be cleaned of any silt or grit build-up when 25 percent of the original volume has been exceeded. The stone check dams shall be cleaned of any silt as required to provide for free flow of stormwater.

d. Culverts are to be maintained as follows:

Culverts shall be inspected annually and cleaned of any silt build-up as required to provide for free flow of stormwater.

e. Maintenance Schedule

<u>Structure or Feature</u>	<u>Maintenance or Monitoring Task</u>	<u>Schedule</u>
Grass	Mow	As required to maintain grass at required height and free of woody plant growth
Grassed Swale/Filter Strips/Infiltration Trenches	Monitor water level	Monthly and during and after each substantial rainfall
	Clean	When 25 percent of the original volume has been exceeded.
Culverts	Inspect and clean as required	Annually

4. **Common Area** - The Association shall be responsible for the routine maintenance of the common area including annual clean up and occasional repair and maintenance of picnic facilities such as picnic tables and barbecue grills.

V. GENERAL REGULATIONS PERTAINING TO THE USE OF THE COMMON AREAS

1. **Authorized Use** - All Association properties are intended solely for the private use and enjoyment of the members of the Pine Island Farm Property Owners' Association, Inc. or their friends, relatives, agents, successors or assigns.

2. **Membership Certificate** - Association members, their friends, relatives, successors and or assigns must have their membership certificate or card displayed on their vehicle or on their person when on Association property.

3. **Speed Limit** - The maximum speed limit on all Association roadways is 30 miles per hour.

4. **Refuse** - No garbage, refuse or trash will be left or disposed of on Association property.

5. **Driveways** - All newly constructed driveways which intersect any Association roadway shall be approved by the Association and shall be constructed in accordance with the Association's standards for new driveway installation outlined in Article VI below.

6. **Parking** - No parking will be allowed on any Association roadway.

7. **Alteration** - Nothing shall be altered in, constructed on or removed from the Association property without the express written consent of the Board of Directors.

8. **Swimming** - The use of Mayham Pond for swimming and boating is done at the user's own risk.

9. **Motorized Vehicles** - No internal combustion engines shall be allowed on Mayham Pond at any time of the year.

VI. CONSTRUCTION STANDARDS AND PERMIT REQUIREMENTS FOR NEW DRIVEWAY INSTALLATION

1. Prior to the installation of any new driveway onto Mayham Pond Drive, Field Stone Drive or Wild Berry Drive, all lot owners shall apply to the Association for a driveway installation permit ("Permit").

2. The applicant or contractor shall maintain and protect traffic by so conducting his construction operations so that travelers along Mayham Pond Drive, Field Stone Drive and Wild Berry Drive are subject to minimum delays and hazards. Adequate warning signs and barricades shall be furnished and erected to guide and protect the traffic until the work is completed.

3. The work shall progress with as little delay as possible, and shall not be started until necessary materials and equipment are at the site.

4. No trench cuts shall be closer than 2 feet from the edge of the traveled portion of

the road.

5. Certain kinds of pipe are not allowed such as clay tile, sheet metal, used boilers or tanks. Pipe allowed: corrugated metal, reinforced concrete, cast iron, plastic.

6. The surface of the driveway shall slope downward from the edge of the pavement not less than ½" per foot and not more than 1" per foot for the normal shoulder width. Storm water from applicant's drive shall be conducted in the ditch (see diagram).

7. When blacktop or concrete driveway is to be built the shoulder shall be removed to a sufficient depth to provide a minimum of 6" of gravel or crushed stone base under the driveway paving and shall be properly flared at the pavement edge (see diagram).

8. No headwall or other obstruction shall be constructed to protrude above the level of the shoulder.

9. The highway must be kept in a clean condition at all times with no mud, stone, or other materials left on the road surface.

10. The shoulder, ditch, guide posts, and back slopes on either side of the ditch crossing, shall be neatly restored to their original condition.

11. Work must start within 30 days from date of permit.

12. The Pine Island Farm Property Owners' Association, Inc. does not assume any responsibility for clearance of snow or ice upon any portion of a driveway or intersecting roadway, even though some snow or ice may be deposited by the Association in normal winter maintenance operations.

13. The Pine Island Farm Property Owners' Association, Inc. reserves the right of inspection, by authorized representatives of the Association, of any driveway or intersecting highway construction within the right-of-way. In the event of faulty workmanship or materials, the Association shall have the right to cancel the Permit until such time as those conditions are corrected. All costs, including removal costs incurred by the Association, shall be borne by the applicant.

14. No work shall be done to obstruct drainage or divert creeks, water courses, or sluices onto the right-of-way.

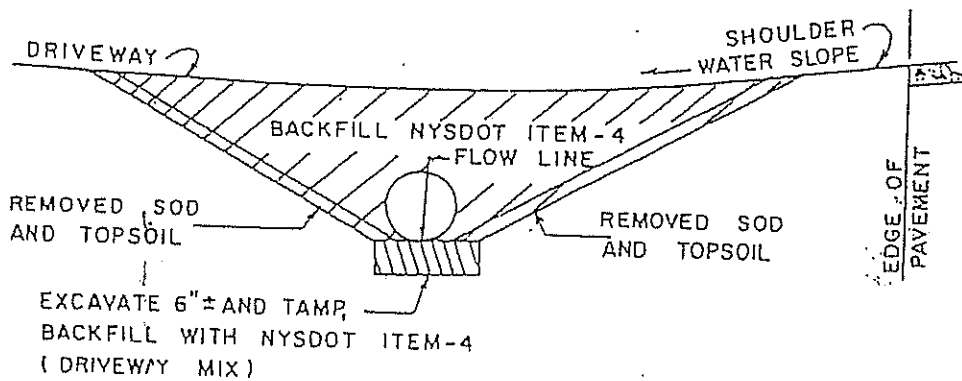
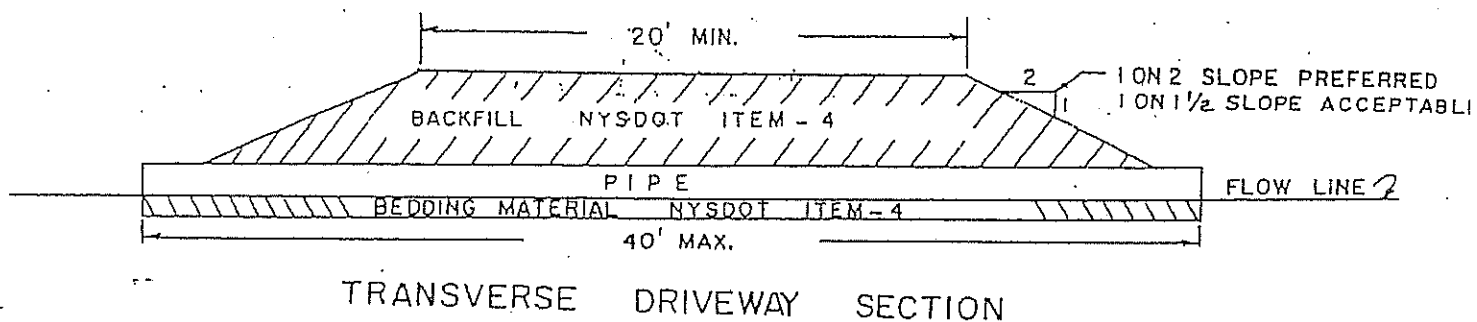
15. Work locations must be approved by the Association or its representatives.

16. The Association reserves the right to affix permit fees and to revoke or annul the Permit at any time, without a hearing or the necessity of showing cause.

17. Only culverts of the diameter and lengths as specified on the front of this application will be accepted.

18. The flow line of the culvert shall be the same depth as the roadside ditch flow line.

19. The Pine Island Farm Property Owners' Association, Inc. shall be held free from any manner of damages, claims, or demands of whatever nature which may arise as a result of granting of this Permit or for any damage resulting from any faulty operation of this ditch crossing and/or its appurtenances.



NOTES:

WHERE POSSIBLE, CLEAR FLOW LINE 20' EACH WAY FROM CULVERT END TO ASSURE UNIFORM FLOW UPSTREAM AND DOWNSTREAM FROM CULVERT.

FLOW LINE TO BE SAME DEPTH AS ROADSIDE DITCH FLOW LINES.

DRAINAGE ONTO ROADWAY FROM DRIVEWAY WILL NOT BE PERMITTED.

**PINE ISLAND FARM
LOT INFORMATION STATEMENT**

IMPORTANT: READ CAREFULLY BEFORE SIGNING ANYTHING

The developer has obtained a regulatory exemption from registration under the Interstate Land Sales Full Disclosure Act. One requirement of that exemption is that you must receive this Statement prior to the time you sign an agreement (contract) to purchase a lot.

RIGHT TO CANCEL

You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the Seventh Day following the date of signing the contract or agreement.

If you do not receive a Lot Information Statement prepared pursuant to the rules and regulations of the Interstate Land Sales Registration Division, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, the contract or agreement of sale may be canceled at your option for two years from the date of signing.

RISK OF BUYING LAND

There are certain risks in purchasing real estate that you should be aware of. The following are some of those risks:

The future value of land is uncertain and dependent upon many factors. Do not expect all land to automatically increase in value.

Any value, which your parcel may have, will be affected if roads, utilities, and/or amenities cannot be completed or maintained.

Any development will likely have some impact on the surrounding environment. Development which adversely affects the environment, may cause governmental agencies to impose restrictions on the land.

In the purchase of real estate, many technical requirements must be met to assure that you receive proper title and that you will be able to use the land for its intended purpose. Since this purchase involves a major expenditure of money, it is recommended that you seek professional advice before you obligate yourself.

If adequate provisions have not been made for maintenance of the roads or if the land is not served by publicly maintained roads, you may have to maintain the roads at your own expense.

If the land is not served by a central sewage system and/or water system, you should contact the local authorities to determine whether a permit will be given for an on-site sewage disposal system and/or well and whether there is an adequate supply of water. You should also become familiar with the requirements for, and the cost of, obtaining electrical service to the parcel.

DEVELOPER INFORMATION

Developer's Name: New York Land & Lakes, Inc.
Address: 839 State Highway 7
Unadilla, NY 13849
Telephone: 607-563-8870

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Lot Location: Blackberry Street, Kemper Mountain Road, South Gilboa Road (Co. Route 14)
Wild Berry Drive, Mayham Pond Drive and/or Field Stone Drive
Town of Gilboa, Schoharie County, New York.

This property has the following liens, reservations, taxes, assessments, easements, and/or restrictions:

1. The New York City Department of Environmental Protection has approved a Stormwater Pollution Prevention Plan for each of the lots within the Pine Island Farm subdivision. Each new property owner will be responsible for the installation and maintenance of all erosion controls and stormwater management facilities designed for the subdivision as outlined in the approved plan provided to each Purchaser by New York Land & Lakes, Inc.
2. Seller shall retain the right to grant an easement on Lot 18 for fire protection. This easement area is shown on the survey map attached hereto as Attachment 3.
3. There is a view easement on Lot 17. This easement is shown on the survey map attached hereto as Attachment 3.
4. The purchase of a lot within the Pine Island Farm subdivision includes the mandatory members in the Pine Island Farm Property Owners' Association, Inc. The purpose of the Association is to maintain Mayham Pond Drive, Fieldstone Drive and Wild Berry Drive, the picnic area, dam and for the maintenance of erosion controls and stormwater management facilities along the three private Association roads in accordance with the approved Stormwater Pollution Prevention Plan referred to in number 1 above.
5. There is a right of way for ingress and egress from South Gilboa Road (County Route 14) over Wild Berry Drive and lot 31 to lands of an abutting property owner. This right of way is shown on the survey map attached hereto as Attachment 3.
6. There is a right of way for ingress and egress from Kemper Mountain Road along the northerly boundaries of lots 34 and 38. This right of way is shown on the survey map attached hereto as Attachment 3.
7. New York Land & Lakes, Inc. reserves a right of way to be given to the Pine Island Farm Property Owners' Association, Inc. over lot 1 and 2 for ingress and egress to the picnic area. This right of way is shown on the survey map attached hereto as Attachment 3.
8. There is a building setback restriction on lot 9 as shown on the survey map attached hereto as Attachment 3. No buildings shall be constructed between this line and Blackberry Street. The installation of a driveway and utilities is allowed.
9. Portions of lots 1-5, 7-13, 20-22 & 27 contain freshwater wetlands that are protected under Article 24 of the Environmental Conservation Law. Certain activities such as clear cutting, grading, filling, home construction, beach construction etc., require a permit from the New York State Department of Environmental Conservation.

There are no liens, debts, or loans against the property or improvements. See attached Vital Information (pg. 4 - 6) for easements, covenants, restrictions and taxes.

SUPPLIERS OF UTILITIES AND ISSUERS OF PERMITS

	Government Agency	Supplier
WATER *	*Well Driller must be N.Y.S. Certified	Aqua - Tec Water Services, Inc. Walter & Kristen Wyckoff Polen Hill Road, Gilboa, NY (607) 588-9413 E Van Loan Drilling** Attn: Edward Van Loan 225 Fuller Road, Jefferson, NY 12093 (888) 652-7826
SEWER *	Schoharie County Health Dept. Attn: Michael Cole 276 Main St., Schoharie, NY 12157 (518) 295-8365 *Permit required. New York City DEP Engineering Section P.O. Box 370 Shokan, NY 12481 (845) 657-2390 (septic approval required)	Lester Parker ** Cape Horn Road, Stamford, NY 12167 (607) 652-9156 Bill Boyle ** Boyle Excavating Inc. Route 23, Harpersfield, NY 13786 (607) 652-7409 Hubbell Inc.** P.O. Box 664, Margaretville, NY 12455 (845) 586-2707
ELECTRICITY *	Public Service Commission (800) 342-3377	Delaware County Electric Co-op 39 Elm St., Delhi, NY 13753 (607) 746-2341 (service lots 29-38) NYSEG 65 Country Club Rd. Oneonta, NY (800) 572-1111 (service lots 1 - 28)

* See attached Vital Information

** These are not the only suppliers of these services in the area

If misrepresentations are made in the sale of this parcel to you, you may have rights under the Interstate Land Sales Full Disclosure Act. If you have evidence of any scheme, artifice or device used to defraud you, you may wish to contact:

Office of Consumer and Regulatory Affairs
RESPA and Interstate Land Sales Division
HUD Building - Room 9146
451 Seventh Street, SW
Washington, DC 20410

VITAL INFORMATION

Provided by the Customer Service Department of New York Land & Lakes, Inc.

1. The parcel being purchased by me through New York Land & Lakes, Inc. is parcel No. _____ which is located in the Town of Gilboa, State of New York. This property meets all legal requirements such as size, suitability for on-site sewage disposal and water supply that are currently in force and effect and has been approved by the Town of Gilboa Planning Board.
2. **AVAILABILITY OF WATER AND APPROXIMATE COST:** A well permit is not required from the Town of Gilboa. The average estimated well depth is 200 - 400'. This will vary from parcel to parcel. Approximate cost for drilling is \$10/ft. and \$12/ft. for casing. This information was supplied by Aqua-Tec Water Services, Inc., (607) 588-9413 or (800) 853-5453. Prices subject to change.
3. **AVAILABILITY OF SEWAGE DISPOSAL AND APPROXIMATE COST:** The Schoharie County Health Dept. issues septic permits. Contact Michael Cole, Schoharie Co. Health Dept. @ (518) 295-8365. Based upon soil tests performed by a licensed professional engineer, retained by New York Land & Lakes, this parcel will support an on-site sewage disposal system. A copy of the soil test results is attached hereto as Attachment #1. Prior to the issuance of a septic permit, the landowner will have to perform a new soil test and submit a design of his/her proposed sewage disposal system to the individual named above at the time he/she wishes to build. The approximate cost for a sewage disposal system is \$5,000 - \$15,000, depending on the type of system required. For further information, call Lester Parker, (607) 652-9156. Before excavating anywhere on your property, it is advisable to call U.F.P.O. for the location of any telephone or electrical cable which might be buried beneath the property. U.F.P.O. can be reached at (800) 962-7962.
4. **AVAILABILITY OF ELECTRIC SERVICE:** Electric Service for Lots 1 - 28 is available from NYSEG, (800) 572-1111 and electric service for Lots 29-38 is available from Delaware County Co-op, (607) 746-2341.
5. **AVAILABILITY OF TELEPHONE SERVICE:** Telephone service is provided by Verizon, (607) 890-7100.
6. **TAXES:** Town of Gilboa, Schoharie County, is the taxing authority for the property. The current rate of property tax is \$11.55276 per \$1,000 of assessed value and the current rate of Stamford Central School District tax is \$623.542259 per \$1,000 of assessed value. Current Equalization Rate is 3.41%. Town Assessor -
7. **LIENS, RESERVATIONS, ASSESSMENTS AND EASEMENTS:** There are no liens, reservations, or special assessments on this property. See #10 for a list of Protective Covenants and utility easements.
8. **ROAD STATUS AND MAINTENANCE:** Parcels 1 - 9, 17, 25 - 29 & 34 - 38 are located on a year round maintained Town Road or County Highway. Parcels 10 - 16, 18 - 24 & 30 - 33 are located on private roads to be maintained by the Pine Island Farm Property Owners' Association, Inc. The Town Highway Superintendent is Lester Parker, (607) 588-7526 and the County Highway Superintendent is Wayne Palmatier, (518) 295-7102.
9. **LAND USE REQUIREMENTS:** Building permits are required by the Town of Gilboa, Audrey Tompkins, Town Code Enforcement Officer, (607) 588-9446 issues building permits. The cost depends on size and use.

10. **PROTECTIVE COVENANTS:** The following Covenants will be made a part of the deed to each of the parcels

a. Upon the acceptance and filing of a deed to any Grantee in the Pine Island Farm Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Pine Island Farm Property Owners' Association, Inc. b) have the right to use the property of the Pine Island Farm Property Owners' Association, Inc. for ingress and egress to and from Blackberry Street to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; c) have the right to use the property of the Pine Island Farm Property Owners' Association, Inc. designated as the "Common Area" and Mayham Pond; and d) pay the Pine Island Farm Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Pine Island Farm Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Pine Island Farm Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Pine Island Farm Property Owners' Association, Inc. Said charge may be increased or decreased by the Pine Island Farm Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Pine Island Farm Property Owners' Association, Inc., its successors and assigns. The charge for such use shall constitute a debt which may be collected in any Court in competent jurisdiction and upon the conveyance of any of the land described therein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay the Pine Island Farm Property Owners' Association, Inc., its successors and assigns all charges past or future as provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.

b. Grantee agrees to keep the premises in good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.

c. The premises conveyed shall be used for single family homes only. Only one dwelling shall be allowed on each parcel. Said dwelling shall consist of at least 1,000 square feet of enclosed living space. No commercial use of the property, except in home offices for the practice of a profession, shall be allowed. All uses to be in compliance with the Town of Gilboa local laws in effect.

d. Single wide and double wide mobile homes are not allowed. Modular homes are allowed.

e. No camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed 30 days per calendar year. Such camping trailers or other recreational vehicles must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the 30 day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.

f. No parcel may be further subdivided.

g. Individual lot owners are responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.

h. All driveway crossings and culvert sizes shall be approved by the Town or County Highway Superintendent prior to beginning construction of a driveway.

i. No water craft powered by any internal combustion engine shall be operated, maintained or launched on Mayham Pond. Electric powered boats shall be allowed.

j. No live trees over six (6) inches in diameter may be cut or removed within one hundred (100) feet of Mayham Pond.

k. For as long as any portion of the property described in this deed is subject to regulation under Article 24 (the Freshwater Wetlands Act) of the Environmental Conservation Law of the State of New York (ECL), there shall be no construction, grading, filling, excavating, clearing or other related activity as defined by Article 24 of the Environmental Conservation Law on this property within the freshwater wetland area or 100 foot adjacent area as shown on the Final Subdivision Plat at anytime without having first having secured the necessary permission and permit required pursuant to the above noted Article 24. This restriction shall bind the Grantee's, their successors and assigns and shall be expressly set forth in all subsequent deeds to this property.

l. If any portion of the property described in this deed is subject to regulation under Federal Wetland Laws or Federal Laws pertaining to Waters of the United States, any construction, grading, filling, excavating, clearing or other regulated activity undertaken within these wetlands or waters which exceeds the minimum threshold requirements as defined by these laws, may require a permit from the Department of the Army, New York District, Corps of Engineers, Albany Field Office, 1 Bond Street, Troy, New York 12180. (518) 270-0588. This restriction shall bind the Grantee's, their successors and assigns and shall be expressly set forth in all subsequent deeds to this property.

m. No construction, grading, filling, excavating or similar activity is allowed within 100 feet of any water course without first having secured the necessary permission or permit from the NY State Department of Environmental Conservation or NY City Department of Environmental Protection if such permission or permit is required.

n. No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.

o. These protective covenants are to run with the land and shall be binding upon New York Land & Lakes, Inc. and all persons claiming under it. The invalidation of any one of the Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The Protective Covenants may be enforced by New York Land & Lakes, Inc., the Pine Island Farm Property Owners' Association Inc., the Town of Gilboa, or the owner of any parcel within the subdivision. If New York Land & Lakes, Inc. brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

In addition to those Protective Covenants above, the following deed restrictions pertaining to the maintenance of erosion controls and stormwater management facilities will be incorporated into the deed to each parcel:

A. The new owner hereby acknowledges covenants, warrants, and represents that he/she shall install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the SPPP, such SPPP being attached hereto.

B. The installation and maintenance of the erosion control and stormwater management facilities shall be for the benefit of the owners of the Pine Island Subdivision, consumers of the New York City drinking water supply system as well as for all consumers of the New York City drinking water supply system.

C. The new owner's obligation to install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the attached SPPP shall be perpetual, shall run with the land, and shall be binding on the new owner's heirs, successors, and assigns.

D. The new owner hereby covenants, warrants and represents that any lease, mortgage, subdivision, or other transfer of the Pine Island Subdivision, or any interest therein, shall be subject to the restrictive covenants contained herein pertaining to the installation and maintenance of erosion control and stormwater management facilities, and any deed, mortgage, or other instrument of conveyance shall specifically refer to the attached SPPP and shall specifically state that the interest thereby conveyed is subject to covenants and restrictions contained herein.

E. Prior to conveying title to the Pine Island Subdivision, the applicant shall submit to the New York City Department of Environmental Protection a proposed deed containing the aforementioned real covenants and restrictions. An appropriate sample form is available from the Department upon request.

11. **CUSTOMER SERVICE:** A customer service representative will be available to me for questions regarding the property. The number is 607-563-8870.

12. I have personally inspected the property being purchased by me and understand there are no promises for future improvements or future value except as expressly stated in the Deposit Receipt and Sales Agreement.

13. I understand and acknowledge the preceding information has been prepared with reasonable diligence by the Seller, based on information currently available, and that such information may be subject to future change in costs or regulatory issues.

- ATTACHMENTS:
- 1. Soil Test Information (2 pages)
 - 2. Title letter from Attorney Charles Zwickel, Esq.
 - 3. Reduced copy of survey map (2 pages)

I ACKNOWLEDGE THAT I HAVE READ AND RECEIVED MY OWN COPY OF THIS DISCLOSURE STATEMENT AND THAT I FULLY UNDERSTAND THE ABOVE-STATED DISCLOSURES.

RECEIPT FOR LOT INFORMATION STATEMENT - PINE ISLAND FARM Lot # _____

Purchaser _____ Date _____

_____ Date _____

Signature _____

Address _____

City _____ State _____ Zip _____

Name of Salesperson _____

Signature of Salesperson _____

PINE ISLAND FARM SUBDIVISION

Blackberry Rd., Kemper Mountain Rd., Co. Hwy 14
Town of Gilboa
Schoharie County, New York

Developer: New York Land & Lakes
839 State Highway 7
Unadilla, NY 13849

SUMMARY OF SOILS INSPECTION & TESTING

Bernard J. O'Neill, P.E.
P.O. Box 106
Fly Creek, NY 13337

SYSTEM TYPE CODE:

- A. Conventional Absorption Trench System
per Appendix 75-A.8(B)
- B. Conventional Shallow Absorption Trench
per Appendix 75-A.8(e)
- C. Raised Absorption Trench (Fill) System
per Appendix 75-A.9(b)

The Raised Absorption Trench System is classified as an "Alternative" System requiring site specific plans by a Licensed Professional Engineer approved by cognizant authority prior to construction.

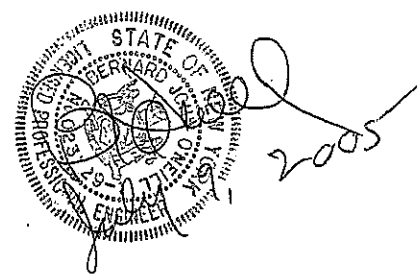
Soils inspections and percolation testing performed on Dec. 16 & 19, 2003; April 7, May 5, 2004.

This report has been prepared for exclusive use by New York Land & Lakes Corporation.

Additional testing may be required by the cognizant Health Department, Building Department or Watershed Authority to provide the basis for approval of the design and construction of an on site Sewage Disposal System.

PINE ISLAND FARM SUBDIV. (T) GILBOA SCHOHARIE COUNTY DEC. 03 , MAY 04

Lot No.	Pit Depth	Bedrock	Water Obs.	Seasonal High GW	Imperv Layer	Usable Depth	Grade	Perc. Rate	Perc. Depth	Type System
1	40 in.	-	-	20 in.	20 in.	20 in.	5%	20 min/in	8 in.	C
2	EXISTING HOUSE & SEPTIC SYSTEM NO TEST									
3	30 in.	-	24 in.	18 in.	18 in.	18 in.	12%	3 min/in	8 in.	CC
4	39 in.	-	-	16 in.	16 in.	16 in.	10%	2 min/in	8 in.	CC
5	36 in.	-	-	18 in.	18 in.	18 in.	10%	5 min/in	8 in.	CC
6	42 in.	-	19 in.	18 in.	18 in.	18 in.	9%	4 1/2 min/in	8 in.	B
7	46 in.	-	-	28 in.	28 in.	28 in.	12%	4 1/2 min/in	8 in.	CC
8	46 in.	-	-	-	-	46+ in.	12%	4 min/in	8 in.	A
9	42 in.	-	24 in.	24 in.	24 in.	24 in.	10%	3 min/in	8 in.	CC
10	48 in.	-	-	28 in.	28 in.	28 in.	12%	17 min/in	8 in.	B
11	44 in.	-	-	20 in.	20 in.	20 in.	12%	5 min/in	8 in.	CC
12	48 in.	-	-	-	-	48+ in.	12%	3 1/2 min/in	8 in.	A
13	44 in.	-	-	-	-	44+ in.	7%	5 min/in	8 in.	A
14	24 in.	-	-	-	-	24 + in	7%	7 min/in	8 in.	B
15	44 in.	-	-	-	-	44+ in.	10%	16 min/in	8 in.	A
16	44 in.	-	32 in.	32 in.	32 in.	32 in.	12%	19 min/in	8 in.	B
17	18 in.	-	16 in.	16 in.	16 in.	16 in.	8%	5 min/in	8 in.	CC
18	44 in.	-	44 in.	32 in.	32 in.	32 in.	7%	12 min/in	8 in.	B
19	42 in.	-	21 in.	19 in.	19 in.	19 in.	10%	7 min/in	8 in.	CC
20	48 in.	-	-	24 in.	24 in.	24 in.	8%	5 min/in	8 in.	B
21	44 in.	-	-	-	-	44+ in.	9%	30 min/in	8 in.	A
22	44 in.	-	-	26 in.	26 in.	26 in.	5%	11 min/in	8 in.	B
23	48 in.	-	-	27 in.	27 in.	27 in.	9%	11 min/in	8 in.	B
24	42 in.	-	22 in.	18 in.	18 in.	18 in.	7%	4 min/in	8 in.	CC
25	42 in.	-	-	16 in.	16 in.	16 in.	4%	4 min/in	8 in.	CC
26	36 in.	-	-	30 in.	30 in.	30 in.	14%	3 min/in	8 in.	B
27	42 in.	-	26 in.	26 in.	26 in.	26 in.	1%	13 min/in	8 in.	B
28	33 in.	-	24 in.	16 in.	16 in.	16 in.	6%	8 min/in	8 in.	CC
29	33 in.	-	-	19 in.	19 in.	19 in.	10%	4 1/2 min/in	8 in.	CC
30	42 in.	-	42 in.	20 in.	20 in.	20 in.	12%	9 min/in	8 in.	CC
31	46 in.	-	18 in.	16 in.	16 in.	16 in.	10%	14 min/in	8 in.	CC
32	38 in.	-	-	18 in.	18 in.	18 in.	3%	2 min/in	8 in.	CC
33	42 in.	-	-	17 in.	17 in.	17 in.	6%	8 min/in	8 in.	C
34A	41 in.	-	-	14 in.	14 in.	14 in.	5%	17 min/in	8 in.	CC
34B	24 in.	-	-	14 in.	14 in.	14 in.	5%	7 min/in	8 in.	CC
34C	24 in.	-	-	16 in.	16 in.	16 in.	5%	10 min/in	8 in.	CC
34D	24 in.	-	-	18 in.	18 in.	18 in.	6%	12 min/in	8 in.	CC
34E	36 in.	-	-	18 in.	18 in.	18 in.	8%	8 min/in	8 in.	CC
34F	24 in.	-	-	16 in.	16 in.	16 in.	7%	12 min/in	8 in.	CC
34G	24 in.	-	14 in.	14 in.	14 in.	14 in.	4%	3 min/in	8 in.	CC
34H	24 in.	-	19 in.	13 in.	13 in.	13 in.	5%	11 min/in	8 in.	CC
35	42 in.	-	-	18 in.	18 in.	18 in.	8%	7 min/in	9 in.	CC
36	40 in.	-	-	22 in.	22 in.	22 in.	10%	6 min/in	8 in.	CC
37	36 in.	-	-	15 in.	15 in.	15 in.	10%	12 min/in	8 in.	CC
38	36 in.	-	-	15 in.	15 in.	15 in.	10%	14 min/in	8 in.	C



BROWN, KELLEHER & ZWICKEL, L.L.P.

ATTORNEYS AT LAW
370 MAIN STREET
CATSKILL, NEW YORK 12414

KEVIN M. KELLEHER
CHARLES ZWICKEL

TELEPHONE: (518) 943-1111
FACSIMILE: (518) 943-4549

WINDHAM OFFICE

Telephone: (518) 734-3800

CHARLES I. BROWN
RETIRED

July 21, 2005

Mr. Robert E. Lesperence, President
New York Land & Lakes, Inc.
839 State Highway 7
Unadilla, NY 13849

Re: New York Land & Lakes, Inc.
Purchase from Gauthier: Pine Island
Subdivision, Town of Gilboa, County
of Schoharie and State of New York

Dear Mr. Lesperence:

I have had performed an independent title search of the above referenced property and after a thorough review of the same, I find that there are no back taxes, liens or encumbrances which would prohibit the sale of this property by New York Land & Lakes, Inc. or the future sale of this property by any purchaser from New York Land & Lakes, Inc.

The title to this property will be insured by United General Title Insurance Company.

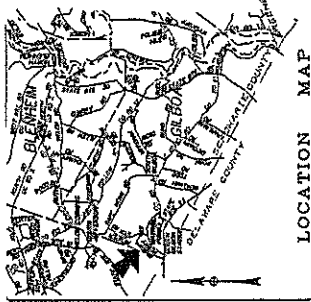
Please call if you have any questions in regard hereto.

Very truly yours,

BROWN, KELLEHER & ZWICKEL, L.L.P.

By: Charles Zwickel
Charles Zwickel

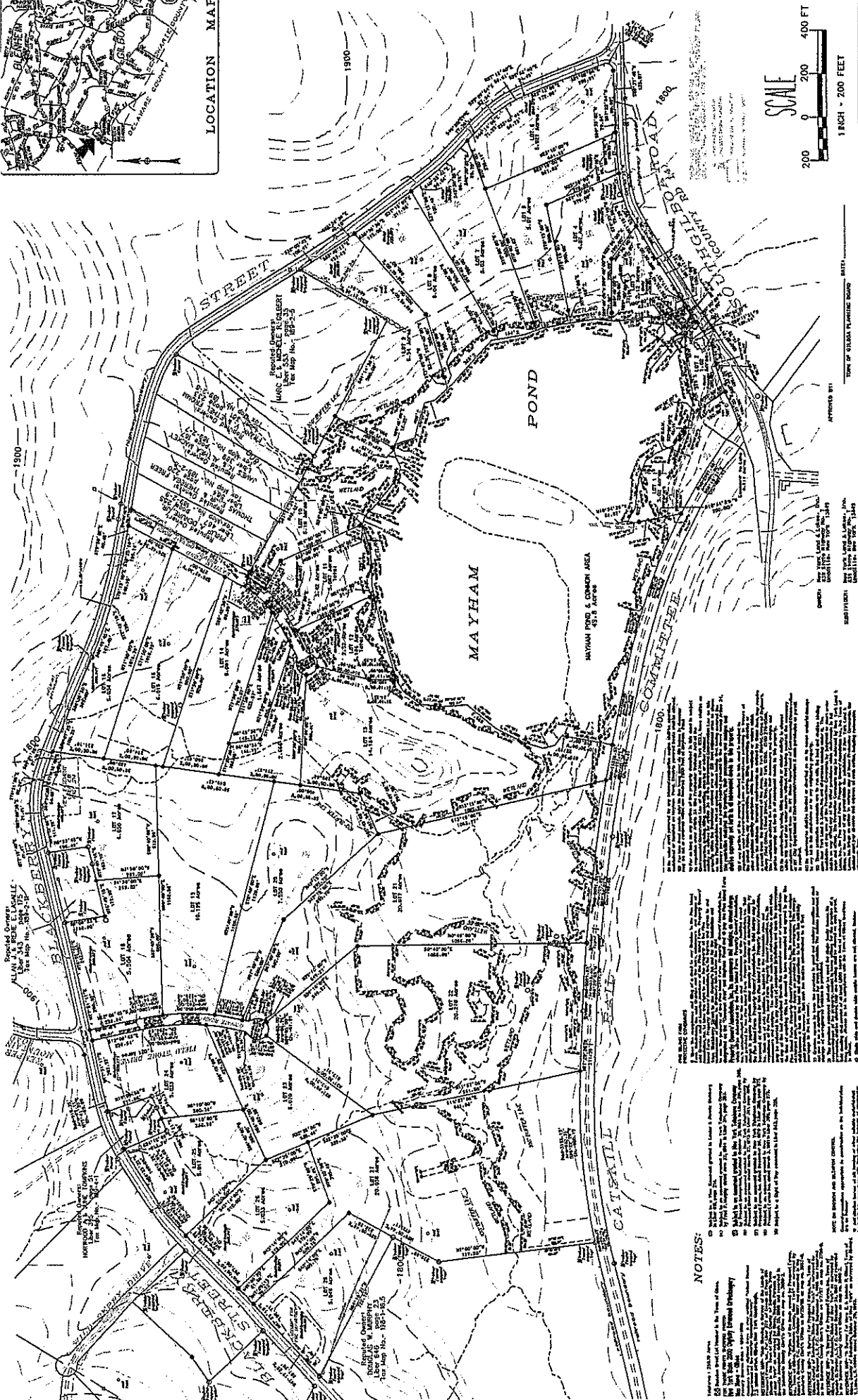
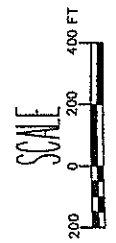
CZ:bd



TRUE GRID NORTH MAD 27

DEED REFERENCE
LIBER 650 PAGE 41
PINE ISLAND FARM
SHEET 1 OF 2

MAP DATE: JULY 15, 2004
MAP NO: 19000-1A



FINAL PLAT
SUBDIVISION OF
PINE ISLAND FARM
SECTION 1
TOWNSHIP 11N, RANGE 11E, COUNTY 11W, STATE OF OREGON

LEGEND
 ● Shows the location of the plat.
 ○ Shows the location of the plat.
 ○ Shows the location of the plat.
 ○ Shows the location of the plat.

GENERAL NOTES
 1. The plat is subject to all laws, ordinances, rules and regulations of the State of Oregon and the County of Galloway.
 2. The plat is subject to all laws, ordinances, rules and regulations of the State of Oregon and the County of Galloway.
 3. The plat is subject to all laws, ordinances, rules and regulations of the State of Oregon and the County of Galloway.

NOTES:
 1. The plat is subject to all laws, ordinances, rules and regulations of the State of Oregon and the County of Galloway.
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 3. The plat is subject to all laws, ordinances, rules and regulations of the State of Oregon and the County of Galloway.

MAP AND SURVEY PREPARED BY
PAUL B. KOERTS
 PROFESSIONAL LAND SURVEYOR
 No. 11-100-00111
 No. 11-100-00111
 No. 11-100-00111



The City of New York
Department of Environmental Protection

STORMWATER POLLUTION PREVENTION PLAN
DETERMINATION

May 24, 2005

Mr. Alan Lord
New York Land & Lakes
839 State Highway 7
Unadilla, NY 13849

Emily Lloyd
Commissioner

Re: Application to Engage in a Regulated Activity
Pine Island Subdivision
Stormwater Pollution Prevention Plan (SPPP)
Project Log #0168-SP, (T) Gilboa, Schoharie County

Bureau of Water Supply

Michael A. Principe, Ph.D.
Deputy Commissioner

Dear Mr. Lord:

James Watkins
Project Manager
Engineering Design Review
Group, West of Hudson

This letter is to inform you that your submission of the Stormwater Pollution Prevention Plan (SPPP) relating to the above referenced regulated activity pursuant to the "Rules and Regulations for the Protection from Contamination, Degradation, and Pollution of the New York City Water Supply and its Sources" (Watershed Regulations) was approved on May 24, 2005. This approval is issued and based upon the rules and regulations contained in Article 11 of the New York State Public Health Law; the New York State Department of Environmental Conservation (NYSDEC) General Permit No. GP-93-06; and the Watershed Regulations, Section 128-3.9.

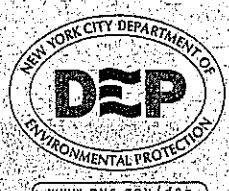
11 Smith Avenue
Kingston, NY 12401

Tel (845) 340-7640
Fax (845) 340-8657

GENERAL DESCRIPTION:

The project consists of the subdivision of a 388.66-acre parcel into 38 individual single-family residential parcels.

This approval is based on plans entitled "Stormwater Pollution Prevention Plan, Pine Island Farm Subdivision" dated September 3, 2004, revised April 8, 2005. Theodore Lauve, P.E. of Keystone Associates prepared the Stormwater Pollution Prevention Plan.



www.nyc.gov/dep

(718) DEP-HELP

12-7

DATES OF SITE INSPECTIONS AND SOILS TESTS:

No soils testing were required for this project.

CONDITIONS OF APPROVAL:

This approval is granted by the New York City Department of Environmental Protection (Department) with conditions. Failure to comply with the conditions listed below may be the cause for the initiation of an enforcement action:

- 1. This approval is granted for the design of the individual stormwater control structure. As part of this approval, the sewage disposal design for each lot submitted to the Department shall indicate the location of the stormwater control structure, proposed home, driveway, sewage disposal system, 2' contours of the topography from the proposed home to beyond the stormwater control structure and necessary regarding to direct surface water runoff to the stormwater control structure.**
- 2. The Department shall deem any proposed sewage disposal system design that does not include the features listed in Item 1 as INCOMPLETE and shall NOT approve any sewage disposal design without the features listed in Item 1 clearly shown.**
- 3. The stormwater control structure shall maintain a 100' setback from any watercourses or water bodies. In addition, the discharge point of the stormwater structure shall maintain a 50' setback from the sewage disposal system.**
- 4. The engineer approving this plan, or his representative, shall receive a minimum of forty-eight (48) hours advance notice prior to the commencement of construction activity so that inspections can be scheduled to monitor the construction progress.**
- 5. No construction may proceed on any lot until the Department has approved the sewage disposal system.**
- 6. The regulated activity must be conducted in compliance with the plans as approved, listed in the General Description above, all applicable accepted standards, and all applicable laws, rules and regulations which form the basis of this approval and the associated conditions. The approved documents shall not be modified or amended without the prior written approval of the Department. Alteration or modification of any project in a manner which would require an amended SPPP pursuant to Part III, C of the NYSDEC General Permit No. GP-93-06 shall require review and approval by the Department.**

7. The approval of this plan is based solely upon the material submitted and is granted based upon the accuracy of such material. In the event the material submitted is inaccurate or misleading, this approval is not valid, and any construction of the project is in violation of the Watershed Regulations.
8. The applicant must schedule a pre-construction conference prior to the start of construction. Present at the meeting should be the applicant, the engineer, the contractor, and Department staff.
9. General construction practices shall be undertaken in accordance with the environmental controls indicated on the approved plans and in accordance with the New York Guidelines for Urban Erosion and Sediment Control.
10. All erosion and sediment controls must be properly installed and maintained until the site has been stabilized and the risk of erosion eliminated. Final stabilization is defined in the General Permit as "all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70% cover for the area has been established or equivalent stabilization measures (such as the use of mulch or geotextile) have been employed."
11. This approval shall expire and thereafter be null and void unless construction is completed within five (5) years of the date of issuance. An application for a renewal of an approval must be submitted to the Department no less than 180 days prior to the expiration. Following expiration of the approval, the SPPP may be resubmitted to the Department for consideration of a new approval.
12. When installed the stormwater system must be operated and maintained in accordance with the approved plans, the approved maintenance schedule, the Watershed Regulations and all other applicable regulations and/or standards. Whenever sediment is removed from any part of the system it shall be done in such a manner as to cause no nuisance, and the material shall be disposed of in accordance with applicable regulations.
13. This approval and all conditions of the approval are binding on the owner of the property where the SPPP is to be located. Any references to the "applicant" in this approval or in any conditions of this approval shall be deemed to refer to the owner of such property.

If the applicant sells or otherwise transfers title to Pine Island Subdivision, the applicant shall require the new owner to comply with the stormwater pollution prevention plan (SPPP) approved by the New York City Department of Environmental Protection on May 24, 2005 including, but not limited to, all provisions relating to erosion and sediment control during construction and to maintenance of the stormwater management facilities once construction is complete.

In particular, the applicant shall provide the new owner with a copy of the SPPP, and shall cause the following real covenants and restrictions to be recorded with the deed for the Pine Island Subdivision with the following provisions:

- (A) The new owner hereby acknowledges, covenants, warrants, and represents that he/she shall install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the SPPP, such SPPP being attached hereto.
- (B) The installation and maintenance of the erosion control and stormwater management facilities shall be for the benefit of the owners of the Pine Island Subdivision, consumers of the New York City drinking water supply system as well as for all consumers of the New York City drinking water supply system.
- (C) The new owner's obligation to install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the attached SPPP shall be perpetual, shall run with the land, and shall be binding on the new owner's heirs, successors, and assigns.
- (D) The new owner hereby covenants, warrants and represents that any lease, mortgage, subdivision, or other transfer of the Pine Island Subdivision, or any interest therein, shall be subject to the restrictive covenants contained herein pertaining to the installation and maintenance of erosion control and stormwater management facilities, and any deed, mortgage, or other instrument of conveyance shall specifically refer to the attached SPPP and shall specifically state that the interest thereby conveyed is subject to covenants and restrictions contained herein.
- (E) Prior to conveying title to the Pine Island Subdivision, the applicant shall submit to the New York City Department of Environmental Protection a proposed deed containing the aforementioned real covenants and restrictions. An appropriate sample form is available from the Department upon request.

14. The enclosed "Certification by Contractor(s) and Subcontractor(s)" form must be signed by each contractor and/or subcontractor for each lot and returned to the Department a minimum of seventy-two (72) hours prior to any fieldwork being undertaken at the project site. The contractor(s) and Subcontractor(s) should be made aware of the requirements of this form prior to their submission of final bids.

15. A copy of the approved plans should be maintained for record, and a copy must be available for inspection at the construction site.

The terms of this approval are subject to the rules and regulations cited above. The Department reserves the right to modify, suspend or revoke this approval as set forth in Section 18-26 of the Watershed Regulations. Should modification, suspension or revocation of the approval be necessary, the Department will notify you, via certified mail or personal service, prior to modifying, suspending or revoking the approval. The notice will state the alleged facts or conduct which appear to warrant the intended action, and explain the procedures to be followed.

This approval constitutes an acceptance and approval by the Department of only the physical design of the stormwater system for proposed installation and operation on a watershed of the New York City Water Supply. An approval from the Department of the stormwater system design does not affect any existing property rights, title, or interest, including without limitation, any public or private restrictions upon the use of the land. Therefore, this determination shall not be considered to be a grant or waiver of any property right, or construed to invalidate any rule or regulation enforceable by any local or regional authority having jurisdiction.

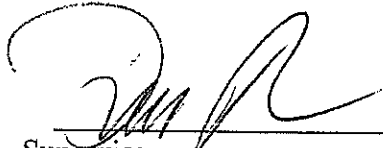
Please be advised that you may be eligible for reimbursement of the necessary and reasonable costs incurred that are associated with the required preparation and implementation of the SPPP. There are two programs, which provide funding. One program is conducted by the Department, in which 100% of the SPPP costs for Low-Income Housing and Single Family Houses may be reimbursed. The Department will also fund up to 50% of the SPPP costs for Small Businesses. The other funding program is conducted by the Catskill Watershed Corp (CWC) for projects in the Catskill and Delaware Watersheds, in which 100% of the SPPP costs for Large Businesses and all other projects may be reimbursed. CWC may also fund up to 50% of the SPPP costs for Small Businesses that are not covered under the Department program. Consequently, funding requests must be made to both DEP and CWC if the project is eligible for funding as a Small Business.

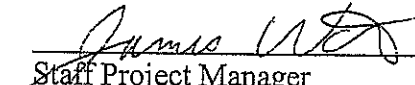
All funding requests must be made with the appropriate application, and must include a cost breakdown for engineering and construction. A request that does not include this breakdown will cause delays in processing. We urge you to contact the Department and/or CWC before you begin construction to determine the necessary and reasonable costs, which may be eligible for funding. If you have any questions about the stormwater funding, please contact Deb DeGraw at (845) 340-7643.

If you have any questions regarding this approval, please contact James Watkins at (845) 340-7640.

Determination of Approval

Recommended for Approval:


_____, P.E.
Supervisor
Engineering Design and Review



Staff Project Manager
Engineering Design and Review

cc: Town of Gilboa
Theodore Lauve
Keystone Associates
229-231 State Street
4th Floor
Binghamton, NY 13901

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
CERTIFICATION BY CONTRACTOR (S) AND SUBCONTRACTOR (S) PURSUANT
TO PART III.E.2 OF THE SPDES GENERAL PERMIT GP-93-06

Project Name: Pine Island Subdivision Expansion

Location: Gilboa, Schoharie County, New York

Log Number: 2004-CN-0168

In accordance with Part III.E.2 of the New York State Pollutant Discharge Elimination System (SPDES) Permit for Stormwater Discharges from Construction Activities (Permit No. GP-93-06) the contractor(s) and/or subcontractor(s) for the above referenced project certify as follows:

"I certify under penalty of law that I understand and agree to comply with the terms and conditions of the pollution prevention plan dated September 3, 2004, Revised April 8, 2005, for the Pine Island Subdivision construction site as a condition of authorization to discharge stormwater. I also understand that Pine Island Subdivision must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. I also understand that I am required to comply with future revisions of the pollution prevention plan."

(Signature and Title) ¹

Contractor or subcontractor business name

Contractor or subcontractor address

Contractor or subcontractor phone

Date of Certification

¹ For a corporation, an officer of the Corporation or, for a partnership or sole proprietorship, by a general partner or the proprietor, respectively. For a municipality, State, federal, or other public agency: by either a principal executive officer or ranking elected official.

