

Fix Spindelman Brovitz & Goldman

A PROFESSIONAL CORPORATION • ATTORNEYS AT LAW

Please Reply to
Paula A. Lapin, Esq.
Partner
E-mail: plapin@fixspin.com
Web Address: www.fixspin.com

295 Woodcliff Drive
Suite 200
Fairport, New York 14450
Telephone: (585) 641-8000
Fax: (585) 641-8080

January 17, 2012

Living Communities
50 Fairwood Drive
Rochester, New York 14623

Attention: Mr. Patrick Tobin
President

Re: Rivers Run Homeowners Association
Amendment No. 8

Dear Pat:

Enclosed is a copy of Amendment No. 8 to the Offering Plan for Rivers Run Homeowners Association, together with the letter from the Attorney General's Office accepting said Amendment. Please copy the enclosed and insert in the front of all Plans. Please send to all owners and contract purchasers, as well as their attorneys. Keep a record of who you send it to and on what date.

Very truly yours,



Paula A. Lapin

PAL:jrs
enclosures



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL

(212) 416-8176

DIVISION OF ECONOMIC JUSTICE
REAL ESTATE FINANCE BUREAU

Rivers Run, LLC
c/o Fix Spindelman Brovitz & Goldman
Attention: Paula Lapin
295 Woodcliff Drive, Suite 200
Fairport, NY 14450

RE: Rivers Run Homeowners Association
File Number: H 050036 Amendment No: 8
Date Amendment Filed: 01/09/2012 Filing Fee: \$225.00
Receipt Number: 114499

Dear Sponsor:

The referenced amendment to the offering plan for the subject premises is hereby accepted and filed. Since this amendment is submitted after the post closing amendment has been filed, this filing is effective for twelve months from the date of filing of this amendment. However, any material change of fact or circumstance affecting the property or offering requires an immediate amendment.

Any misstatement or concealment of material fact in the material submitted as part of this amendment renders this filing void ab initio. This office has relied on the truth of the certifications of sponsor, sponsor's principals, and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

Filing this amendment shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, or any waiver of or limitation on the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable law. The issuance of this letter is conditioned upon the collection of all fees imposed by law. This letter is your receipt for the filing fee.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Nancy Haber".

Nancy Haber
Assistant Attorney General *nh*

RIVERS RUN HOMEOWNERS ASSOCIATION, INC.

AMENDMENT NO. 8

This is the Eighth Amendment to the Offering Plan for the Rivers Run Homeowners Association, Inc. The primary purpose of the amendment is to correct the description of the Common Areas.

1. Sponsor originally obtained the Homeowners Association property by a deed from Rochester Institute of Technology ("RIT"). Pursuant to the Purchase Contract between the Sponsor and RIT, two small parcels were intended to be conveyed back to RIT after various subdivision approvals were obtained. The re-conveyance never occurred, although the required approvals were obtained. Rochester Institute of Technology is now requiring the re-conveyance.

2. Despite the provision requiring the re-conveyance, the deed from Sponsor to the Homeowners Association recited the two small parcels as part of the legal description of the Homeowners Association property. The Declaration and Homeowners Association deed will be corrected to delete these parcels. Consent of the homeowners has been obtained at a special meeting held on July 28, 2011.

3. The two parcels are shown on a map attached as Exhibit A. The more southerly parcel is not used by the homeowners. The more northerly parcel is adjacent to RIT's boathouse and contains a gazebo that is used by residents. The property is on the Genesee River. In exchange for the re-conveyance, RIT is granting a license to the Homeowners Association so they can continue to use the gazebo parcel as before.

4. In the event the license is ever terminated, RIT has agreed to substitute another waterfront parcel with the same improvements. A copy of the license agreement is attached to this amendment as Exhibit B.

5. Transfer of control of the Homeowners Association passed to the homeowners on September 26, 2011. Now that the control has passed, there is a written agreement between the Sponsor and the HOA regarding the use of the adjacent Riparian apartment building which is not part of the HOA, but from which the HOA members may buy certain services, such as meals. A copy of the agreement is attached as Exhibit C.

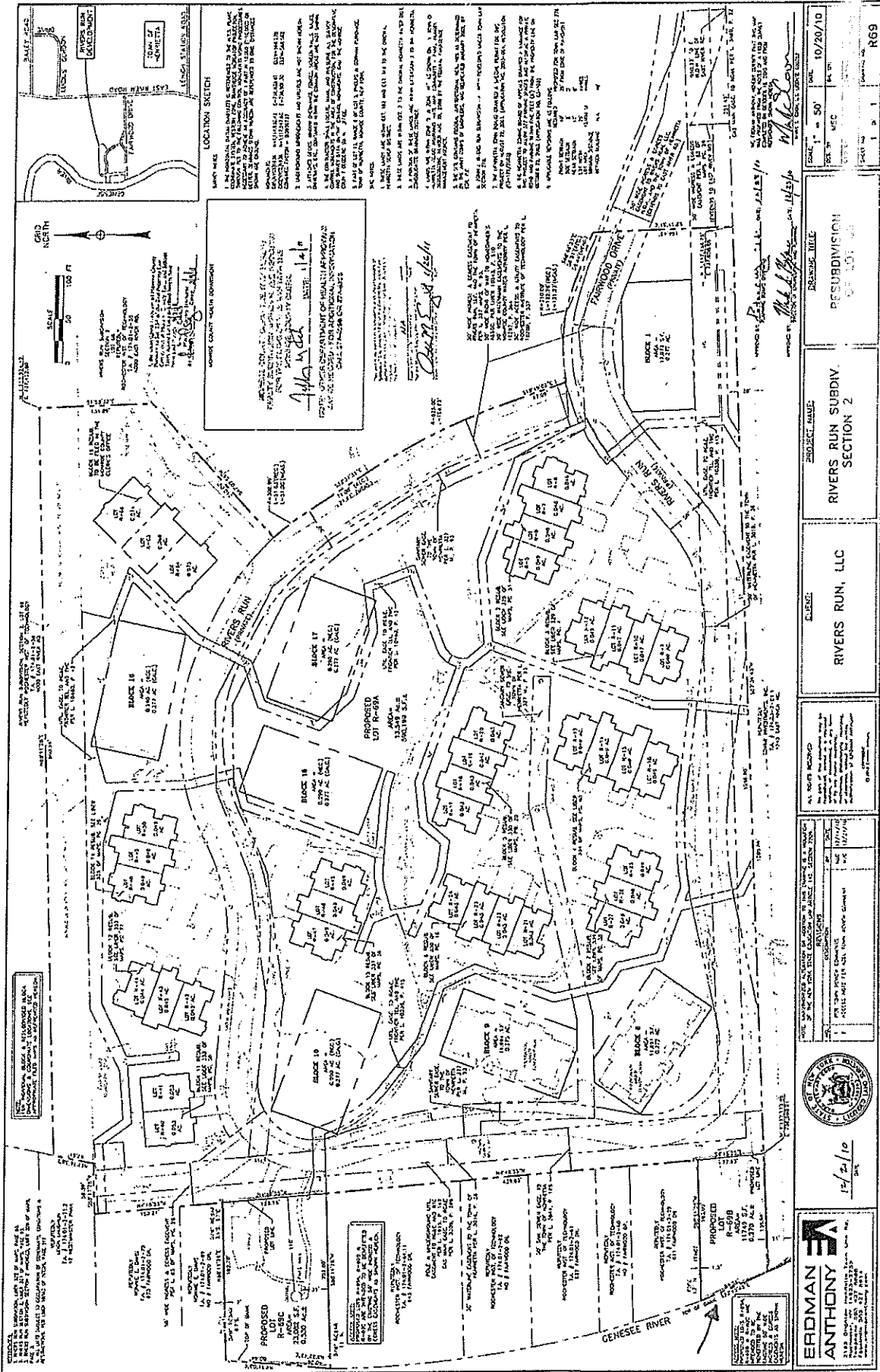
6. Due to the re-design of several units, there are now ⁶⁴~~62~~ units in the subdivision, instead of the original 67 intended for the parcel.

7. The homeowners have agreed to several changes to the By-Laws. The amendments to the By-Laws is attached as Exhibit D.

8. The homeowners association has granted an easement for access and maintenance to the Sponsor so that Sponsor can continue to plow the main walkway through the Premises and maintain the 5 drainage ponds. A copy of the easement is attached as Exhibit E.

9. There have been no other material changes of facts and circumstances affecting the property which is the subject of this offering or the offering itself.

RIVERS RUN, LLC, Sponsor



LOCATION SKETCH

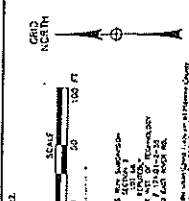
1. THE PROJECT IS LOCATED IN SECTION 2 OF TOWNSHIP 10 NORTH, RANGE 10 WEST, COUNTY OF ALBANY, NEW YORK. THE PROJECT IS BOUNDARY ADJACENT TO THE WEST BY THE RIVERS RUN SUBDIVISION, TO THE EAST BY THE RIVERS RUN SUBDIVISION, TO THE SOUTH BY THE RIVERS RUN SUBDIVISION, AND TO THE NORTH BY THE RIVERS RUN SUBDIVISION.

2. THE PROJECT IS BOUNDARY ADJACENT TO THE WEST BY THE RIVERS RUN SUBDIVISION, TO THE EAST BY THE RIVERS RUN SUBDIVISION, TO THE SOUTH BY THE RIVERS RUN SUBDIVISION, AND TO THE NORTH BY THE RIVERS RUN SUBDIVISION.

3. THE PROJECT IS BOUNDARY ADJACENT TO THE WEST BY THE RIVERS RUN SUBDIVISION, TO THE EAST BY THE RIVERS RUN SUBDIVISION, TO THE SOUTH BY THE RIVERS RUN SUBDIVISION, AND TO THE NORTH BY THE RIVERS RUN SUBDIVISION.

4. THE PROJECT IS BOUNDARY ADJACENT TO THE WEST BY THE RIVERS RUN SUBDIVISION, TO THE EAST BY THE RIVERS RUN SUBDIVISION, TO THE SOUTH BY THE RIVERS RUN SUBDIVISION, AND TO THE NORTH BY THE RIVERS RUN SUBDIVISION.

5. THE PROJECT IS BOUNDARY ADJACENT TO THE WEST BY THE RIVERS RUN SUBDIVISION, TO THE EAST BY THE RIVERS RUN SUBDIVISION, TO THE SOUTH BY THE RIVERS RUN SUBDIVISION, AND TO THE NORTH BY THE RIVERS RUN SUBDIVISION.



SCALE: 1" = 50'	DATE: 10/20/10
DRAWN BY: MJC	CHECKED BY: MJC
SHEET NO. 1	TOTAL SHEETS 1
PROJECT NO. R69	

PROJECT NAME: RIVERS RUN SUBDIV. SECTION 2

CLIENT: RIVERS RUN, LLC

DESIGNER: ERDMAN ANTHONY

DATE: 10/20/10

PROJECT NAME: RIVERS RUN SUBDIV. SECTION 2

CLIENT: RIVERS RUN, LLC

PROJECT NAME: RIVERS RUN SUBDIV. SECTION 2

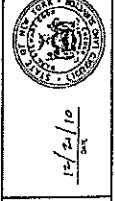
CLIENT: RIVERS RUN, LLC

PROJECT NAME: RIVERS RUN SUBDIV. SECTION 2

CLIENT: RIVERS RUN, LLC

PROJECT NAME: RIVERS RUN SUBDIV. SECTION 2

CLIENT: RIVERS RUN, LLC



ERDMAN ANTHONY

3840 QUINCY STREET, SUITE 200
 ALBANY, NEW YORK 12205
 (518) 486-1111
 FAX: (518) 486-1112
 WWW.ERDMANANTHONY.COM

parcel to be licensed

unused parcel

ROCHESTER INSTITUTE OF TECHNOLOGY
NON-EXCLUSIVE LICENSE ("LICENSE") TO
RIVERS RUN LLC
TO ACCESS
LOT NO. R-69C AS SHOWN ON MAP ENTITLED
"RESUBDIVISION OF LOT 69 OF THE RIVERS RUN SUBDIVISION, SECTION 2,
FILED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 340 OF MAPS, PAGE 85.
("PARCEL")
TOWN OF HENRIETTA, MONROE COUNTY

THIS LICENSE, dated as of September __, 2011, is by and between ROCHESTER INSTITUTE OF TECHNOLOGY, a New York educational corporation having an office at Five Lomb Memorial Drive, Rochester, New York 14623 ("RIT") and RIVERS RUN LLC, a New York limited liability company having an office at 50 Fairwood Drive, Rochester, New York 14623 ("PERMITTEE").

WHEREAS, pursuant to the Contract for the Purchase and Sale of Real Property dated June 13, 2005, as amended by Amendment to Contract for the Purchase and Sale of Real Property dated March 15, 2006 ("Agreement"), Rivers Run, LLC has caused the Parcel to be resubdivided and has reconveyed the Parcel to RIT;

WHEREAS, the Agreement provides that PERMITTEE shall have vehicular and pedestrian access to the Parcel for access to the Genesee River for recreational uses, as well as certain other rights and obligations as set forth more fully herein;

NOW, THEREFORE, in consideration of One and no/100 (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RIT agrees to permit PERMITTEE, its agents, employees, contractors, subcontractors, visitors, tenants and owners of the units of the adjacent project developed by PERMITTEE (the "Rivers Run Project") ingress and egress by foot or vehicle over the Parcel on a non-exclusive basis for vehicular and pedestrian access to the Genesee River and for recreational purposes. Subject to the provisions of this License, recreational users of the Parcel shall have permission to park up to six (6) standard size automobiles in the designated parking areas and no other areas whatsoever.

2. PERMITTEE shall exercise its right of access herein granted so as not to interfere with or endanger the use and enjoyment of the Parcel by RIT, or use of RIT's other adjacent property.

3. The PERMITTEE shall be solely responsible for the proper handling and disposal of all trash or rubbish carried on to the Parcel.

4. The PERMITTEE hereby indemnifies and holds RIT and their respective affiliates, directors, officers, employees, agents, successors and assigns harmless from and against any and all claims, demands, actions, causes of action, losses, costs, liabilities, damages,

injuries, penalties, fines, expenses or otherwise, of any and every kind whatsoever (including but not limited to, reasonable attorneys fees and costs) arising from or in connection with Access by PERMITTEE its agents, employees, contractors, subcontractors, visitors, tenants and owners of the units of the adjacent project developed by PERMITTEE (collectively, the "PERMITTEE PARTIES") and its use of the Parcel or other activities of the PERMITTEE PARTIES. This indemnification shall survive any termination of this Permit.

5. The PERMITTEE agrees to obtain and maintain at the expense of the PERMITTEE, commercial general liability insurance with a combined single limit for bodily injury, personal injury and property damage of not less than One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per occurrence. The coverage shall provide and encompass at least the following: (a) blanket written contractual liability covering all indemnity agreements, including all indemnity obligations contained in this permit; (b) commercial general liability coverage written on an occurrence form; (c) endorsement naming RIT as additional insured. The PERMITTEE shall furnish a copy of each policy of insurance used to satisfy the requirements of this provision to RIT within fifteen (15) days of execution of this permit. Each policy shall be maintained in force as long as this permit is in force, shall be issued by an insurance company or insurance companies licensed by the State of New York, and shall provide that no policy cancellation, non-renewal or material modification shall be effective except upon thirty (30) days prior written notice to RIT.

6. All notices, certificates, and other communications hereunder shall be in writing and shall be deemed sufficiently given if (a) mailed by United States certified mail postage prepaid, (b) sent by a nationally recognized overnight courier, or (c) delivered personally, to RIT and the PERMITTEE as the case may be, addressed to the party's respective address as set forth at the beginning of this permit or at such other address as the party may give notice to the other party hereunder. Such notices, certificates, and other communications shall be deemed given or served two (2) days after the date deposited in the United States mails in the manner aforesaid or one (1) day after the date deposited with a nationally recognized overnight courier or on the date of delivery, or refusal thereof, if delivered personally.

7. PERMITTEE shall take good care of the Parcel and all improvements and appurtenances thereto now or subsequently constructed by PERMITTEE, make all repairs to the Parcel and all such improvements as may be affected by the PERMITTEE PARTIES use thereof. RIT shall not be responsible in any manner for loss of, or damage to, the Parcel, or any of the improvements, fixtures or appurtenances from any cause whatsoever except as caused by RIT's negligence, and PERMITTEE assumes all risk(s) therefor. In addition, PERMITTEE shall remove snow and ice and maintain the lawns and landscaping as is deemed necessary by the PERMITTEE PARTIES for its purposes hereunder. All of the foregoing maintenance and repair of the Parcel and all improvements and appurtenances, including removing snow and ice, are to be performed by PERMITTEE at PERMITTEE's sole cost and expense.

8. PERMITTEE may construct at PERMITTEE'S expense, for RIT and PERMITTEE'S benefit, non-permanent recreational structures (no foundations), such as docks, provided that PERMITTEE shall first submit drawings and specifications for such improvements to RIT for RIT's approval, which approval shall not be unreasonably withheld. Further notwithstanding the foregoing the RIT and PERMITTEE acknowledge that PERMITTEE has

previously constructed the following improvements to the Parcel which improvements RIT has consented to and which shall remain: grading, seeding, parking area, trees and gazebo; provided that RIT's consent shall not be construed as relieving PERMITTEE from its obligation to comply with applicable laws with respect to the maintenance and repair of same.

9. In the event all or a portion of the Parcel becomes subject to taxes due to PERMITTEE'S use or other Rivers Run Project users, PERMITTEE shall be solely responsible for payment of such taxes.

10. RIT shall have the right, on at least one hundred eighty (180) days prior written notice to PERMITTEE, at RIT's sole cost and expense, to substitute other property fronting on the Genesee River owned or to be acquired by RIT (the "Substitute River Parcel") for the Parcel, subject to the following terms and conditions:

A) the Substitute River Parcel shall be contiguous to the remainder of the Rivers Run Project, not including the Parcel;

B) the area of the Substitute River Parcel shall be not less than ninety (90%) percent of the area of the Parcel;

C) the frontage of the Substitute River Parcel on the Genesee River shall be not less than ninety (90%) percent of the frontage on the Genesee River of the Parcel;

D) RIT shall, at RIT's sole cost and expenses, relocate or reconstruct on the Substitute River Parcel any improvements constructed by PERMITTEE on the Parcel (the "River Parcel Improvements"). Such relocation or reconstruction by RIT shall also include a relocation or reconstruction, at RIT's sole cost and expense, of any improvements constructed by PERMITTEE on the adjacent Rivers Run Project necessary to connect the River Parcel Improvements with the improvements constructed by PERMITTEE on the adjacent Rivers Run Project;

E) RIT shall prepare and deliver to PERMITTEE at RIT's sole cost and expense, an amendment to this Permit transferring the Permit to the Substitute River Parcel.

11. This Permit shall be governed by the internal laws of the State of New York.


12. The rights herein are personal in nature and PERMITTEE is not permitted to assign any of its rights hereunder without the prior written consent of RIT.

13. This Permit represents the entire agreement between the parties relative to the Access contemplated hereunder. The terms and conditions hereof can be modified only pursuant to a written instrument executed on behalf of each of the parties hereto.

[NO FURTHER TEXT; SIGNATURES APPEAR ON FOLLOWING PAGE]

14. This Permit may be executed in one or more counterparts, each of which shall be deemed to be an original, but of which, together, shall constitute one and the same instrument.

ROCHESTER INSTITUTE OF TECHNOLOGY

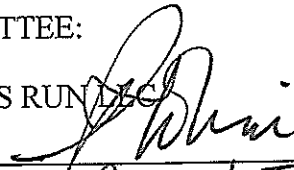
By: 

Name: James H. Watters

Title: Senior Vice President of Finance and
Administration

PERMITTEE:

RIVERS RUN LLC

By: 

Name: Patrick T. D'Bin

Title: President

AGREEMENT

This is an agreement dated as of September 7, 2011, between RIVERS RUN, LLC, (LLC) of 50 Fairwood Drive, ROCHESTER, NY 14623 and RIVERS RUN HOMEOWNERS ASSOCIATION, INC. (HOA) of 50 Fairwood Drive, Rochester, NY 14623.

RECITALS

1. LLC created a living community known as Rivers Run. The community consists of 62 cottages in an HOA and, on a separate parcel of land, a rental building for senior citizens known as the Riparian.
2. The cottage residents receive a number of services and amenities at the Riparian. These are contained in the resident's handbook.
3. LLC is transferring control of the HOA to the cottage residents. The cottage residents have requested a formalization of the services available to them at the Riparian.

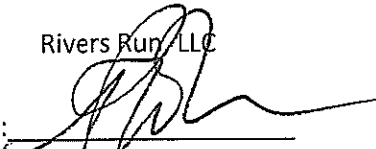
AGREEMENT

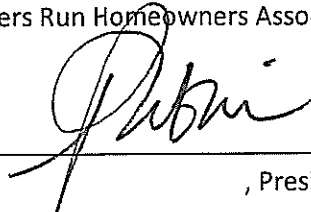
In consideration of the transfer of control and mutual covenants, the parties agree as follows:

1. The following services shall be made available to HOA by LLC, owner of the Riparian, on a fee for service basis:
 - a. Housekeeping
 - b. Dining
 - c. Transportation
 - d. Facsimile and copying
2. The following services and facilities shall be made available to the HOA by LLC at the Riparian at no charge:
 - a. lost and found
 - b. package delivery
 - c. events registration
 - d. use of exterior common areas including the gazebo, walking paths and the Riverfront.
 - e. Use of indoor common areas including atrium lobby, computer room, café (food for purchase), wellness center, library, lecture room, private dining room and club room.
3. The following are also available to the HOA at no charge:
 - a. Monitoring of emergency calls
 - b. Wellness program
 - c. Priority in selection and leasing of an apartment in the Riparian, based on availability.

4. These provisions shall bind the parties and their successors or assigns.

IN WITNESS WHEREOF, the parties have executed this agreement as follows:

Rivers Run, LLC
By: 
Patrick Tobin, Manager

Rivers Run Homeowners Association, Inc.
By: 
, President

**FIRST AMENDMENT TO BY-LAWS OF
THE RIVERS RUN HOMEOWNERS ASSOCIATION, INC.**

This is the First Amendment to the By-Laws of the Rivers Run Homeowners Association, Inc. dated as of September 7, 2011.

The By-Laws of the Rivers Run Homeowners Association, Inc. is hereby amended as follows:

1-The first sentence of Article III, Section A is hereby amended to read as follows:

“The Association shall be governed by a Board of Directors consisting of five (5) persons. “

2- Article III, Section B is hereby amended to read as follows:

B. TERM AND ELECTION. “At such time as the members become empowered to elect the Board of Directors , they shall elect five (5) directors, the 2 people receiving the greatest number of votes serving a three year term, the two receiving the next highest number of votes serving a two year term and the person receiving the next highest number of votes serving for a one year term. Thereafter, at each annual meeting, the members shall elect at least one Director, each to serve for a three year term. “

3-The first sentence of Article III, Section J is hereby amended to read as follows:

“The officers of the association shall be a President, Vice President, Secretary and Treasurer.

4- There shall be added a new sentence at the end of Article III, Section J, subparagraph 1 as follows:

“The Vice President shall have the powers of the President in his absence and whatever other powers the President shall delegate to him “.

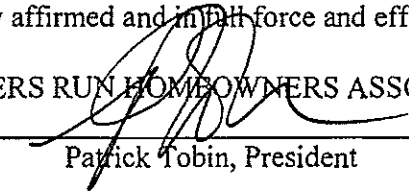
5-Article VII, section A shall be amended to read as follows:

“The By-Laws may be amended at a regular or special meeting of the members by a vote of two thirds (2/3) of a quorum, voting in person or by proxy. “

Ex D


Except as otherwise amended, the By-laws of the Rivers Run Homeowners Association, Inc. are hereby affirmed and in full force and effect.

RIVERS RUN HOMEOWNERS ASSOCIATION, INC.

By 
Patrick Tobin, President

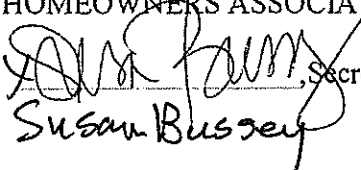
STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 7th day of September 2011, before me the undersigned, a notary public in and for said state, personally appeared Patrick Tobin, personally known to me or approved 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 on behalf of which the individual acted, executed the instrument.


Notary Public
PAULA A. LAPIN
Notary Public, State of New York
No. 4627286
Qualified in Onondaga County 14
Commission Expires June 30, 2014

I hereby certify that on September 7th, 2011 at a meeting of members at which a quorum was present, the above amendment was approved by at least two thirds of a quorum of the homeowners, present in person or by proxy.

RIVERS RUN HOMEOWNERS ASSOCIATION, INC.

By: 
Susan Bussey, Secretary

ACCESS AND MAINTENANCE AGREEMENT

THIS ACCESSAND MAINTENANCE AGREEMENT, dated as of September 25, 2011 between Rivers Run Homeowners' Association, Inc., a New York Not-For-Profit Cooperation, with an office at 50 Fairwood Drive, Rochester, New York 14623 ("Grantor"), and Rivers Run, LLC, a New York limited liability company having an office at 50 Fairwood Drive, Rochester, New York 14623 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee of a certain parcel of land located in the Town of Henrietta, Monroe County, New York, located on Fairwood Drive and East River Road, being the common areas of the Rivers Run Subdivision, constituting tax map number 174.10-1-69.1, as more particularly bounded and described as follows:

All that tract or parcel of land situate in the Town of Henrietta, County of Monroe and State of New York being known and described as lot No. R-69A as shown on a map entitled "Resubdivision of Lot 69 " of the Rivers Run Subdivision, section 2, made by Erdman Anthony, dated October 20, 2010 and last revised December 21, 2010, a copy of which was filed in the Monroe County Clerk's Office on February 18, 2011 in Liber 340 of Maps at page 85 (the "Grantor's Land"); and

WHEREAS, Grantee is the owner in fee of a certain parcel of land in the Town of Henrietta, Monroe County, New York, having tax map number 174.10-1-68 as more particularly described as follows:

All that tract or parcel of land situate in the Town of Henrietta, County of Monroe and State of New York known and described as lot 68 of the Rivers Run Subdivision as shown on a map filed in the Monroe County Clerk's Office in Liber 329 of Maps at page 3 (the "Grantee's Land"), being the parcel on which the Riparian senior living project stands; and

WHEREAS, Grantee has developed a senior housing project on the Grantee's Land and related support services and common facilities (collectively, the "Project"), as well as the Rivers Run cottages ("Cottages") on Grantor's Land and both projects drain storm water into the ponds on Grantor's land; and

WHEREAS, the parties desire to create a non-exclusive easement over, under and across Grantor's land (the "Easement Premises"), (a) for vehicular and pedestrian access to and from Grantee's Land and (b) to maintain and repair 5 drainage ponds owned by Grantor and to maintain the main walkway bisecting Grantor's land from the gazebo on the east side of Rivers Run Subdivision to the gazebo on the west side of the subdivision extending to Lot 69C to be owned by RIT but maintained by Grantee (the "Main Walkway") as more particularly shown on the map of the Project attached hereto ;

NOW, THEREFORE, in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor grants to Grantee a non-exclusive easement over, under and across the Easement Premises (a) for vehicular and pedestrian access to and from the Grantee's Land and (b) to maintain and repair the drainage ponds and Main Walkway on Grantor's Land.
2. Grantee grants to Grantor a non-exclusive easement over Grantee's Land for ingress and egress to and from the Riparian for the purposes of attending programs and obtaining services as provided in the Riparian Agreement between the parties.
3. Grantee shall maintain and repair the ponds on Grantor's Land under the supervision of the NYS Department of Environmental Conservation (if required) to facilitate storm water draining from Grantor's Land and Grantee's Land. Grantee shall also maintain and arrange snow removal from the Main Walkway (but not the offshoots therefrom) to assure that it is passable year-round by Grantor's members and guests. If Grantee does not perform its maintenance obligations after 30 days' written notice to Grantee and opportunity to cure, Grantor may perform the necessary work and send a certified vendor invoice to Grantee for same. Grantee shall pay the invoice to the vendor within 30 days of receipt.
4. Grantee shall indemnify, defend, and hold harmless Grantor from all claims of loss, damage or injury of any kind and nature whatsoever arising in connection with the use of the Easement Premises by Grantee, its agents, employees, invitees and contractors, except to the extent that such claims of loss, damage or injury are caused by the negligence or willful misconduct of Grantor, its agents, members, guests or invitees.
5. Grantor shall indemnify, defend and hold harmless Grantee from all claims of loss, damage or injury of any kind and nature whatsoever arising in connection with the use of the Grantee's Land by Grantor, its members, guests, invitees or agents, except to the extent such claims of loss, damage or injury are caused by the negligence or willful misconduct of Grantee, its agents, employees, contractors, or invitees.
6. This easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

GRANTOR:

RIVERS RUN HOMEOWNERS' ASSOCIATION, INC.

By:  _____

GRANTEE:

RIVERS RUN, LLC

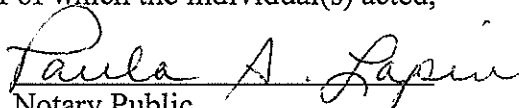
By: _____



Patrick Tobin, President

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

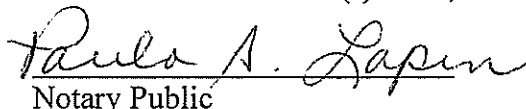
On September 25, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick Tobin, personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to 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 on behalf of which the individual(s) acted, executed the instrument.



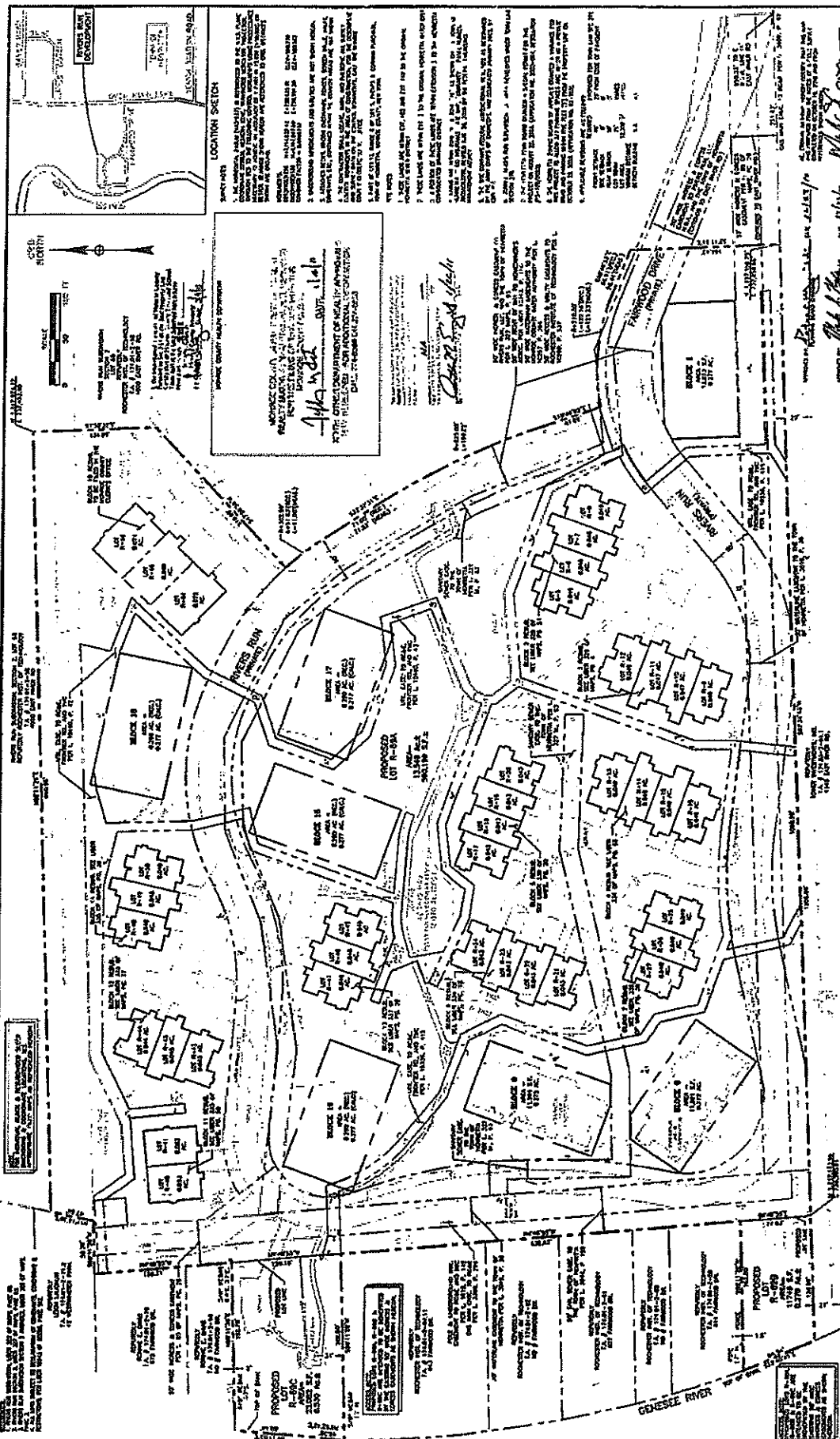
Notary Public
PAULA A. LAPIN
Notary Public, State of New York
No. 4627286
Qualified in Onondaga County
Commission Expires June 30, 20 14

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On September 25, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick Tobin, personally known to me or proved to me on the basis of satisfactory evidence to 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 on behalf of which the individual(s) acted, executed the instrument.



Notary Public
PAULA A. LAPIN
Notary Public, State of New York
No. 4627286
Qualified in Onondaga County
Commission Expires June 30, 20 14



LOCATION SKETCH

THE PROPERTY IS LOCATED IN THE EAST PART OF SECTION 2, TOWNSHIP 10N, RANGE 10E, COUNTY OF HENRI, MISSOURI. THE PROPERTY IS BOUND BY THE MISSOURI RIVER TO THE WEST AND THE GENESEE RIVER TO THE SOUTH. THE PROPERTY IS BOUND BY THE RIVERS RUN SUBDIVISION TO THE NORTH AND THE PROPOSED LOT #30A TO THE EAST.

John W. Anderson
11/11/10

THE UNDERSIGNED HAS BEEN INSTRUMENTED BY THE MISSOURI DEPARTMENT OF REVENUE TO APPROVE THE SUBDIVISION OF THIS PROPERTY INTO LOTS AND TO ISSUE A SUBDIVISION MAP FOR THIS PROPERTY.

RESUBDIVISION OF LOT 69

DATE: 10/20/10
 COUNTY: HENRI
 DISTRICT: 10011-75
 SHEET NO.: R69

RIVERS RUN SUBDIV. SECTION 2

OWNER: RIVERS RUN, LLC

RIVERS RUN, LLC

RESUBDIVISION OF LOT 69

11/20/10

ERDMAN ANTHONY

2148 BROADWAY
 ST. LOUIS, MO 63103
 PHONE: (314) 433-1100
 FAX: (314) 433-1101

11/20/10

ERDMAN ANTHONY

2148 BROADWAY
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 PHONE: (314) 433-1100
 FAX: (314) 433-1101

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Monroe County - All Records

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Criteria Searched:

Book No: 340 Page No(s): 85

Book: SUBDIVISION MAPS Instrument Type(s): ALL

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Book	Book Page	Property Address	Filing Date	Instrument Type	Grantor	Grantee	Reference 1	Reference 2	Land Description	Control No
SUBDIVISION MAPS	340 85		2/18/2011	SUBDIVISION MAP FILED	RIVERS RUN RESUBDIVISION SECTION 2	COON MARK STEWART			TOWN LOT 13 RANGE 6 HENRIETTA	201102180348

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