ELIOT SPITZER
Attorney General

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

DIETRICH L. SNELL
Deputy Attorney General
Division of Public Advocacy

DAVID D. BROWN, IV
Bureau Chief
Investment Protection Bureau

(212) 416-8340

RECEIVED
JAN 12 2006

South Bristol Resorts LLC
c/o Kenyon & Kenyon
Attention: William Kenyon
11 North St, Corporate Square
Canandaigua, NY 14424

RE: Bristol Harbour Village Association
File Number: H 710015 Amendment No: 28
Date Amendment Filed: 01/04/2006 Filing Fee: $225.00
Receipt Number: 76678

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,

Richard Golden

Richard Golden
Assistant Attorney General

120 Broadway, New York, NY 10271
Real Estate Matters • (212) 416-8122 • Fax (212) 416-8179
Securities Matters • (212) 416-8222 • Fax (212) 416-8816

BRISTOL HARBOUR VILLAGE ASSOCIATION , INC.

OFFERING PLAN

AMENDMENT # 28

This Amendment Number 28 is being made for the purpose of (a) extending the terms of the Offering Plan for an additional 12 months and (b) complying with the requirements of the Department of Law regarding disclosure.

1. This is Amendment No. 28 for Bristol Harbour Village Association, Inc. The initial Offering Plan was accepted for filing by the New York State Department of Law on July 2, 1971. Amendment No. 27 was accepted for filing June 13, 2005. Amendment #27 contained the most recent financial statements for Bristol Harbour Village Association, Inc.

2. Amendment No. 27 disclosed that 302 units, lots or homes have been sold by the Sponsor, South Bristol Resorts, LLC or it's predecessors in title. Since the filing of Amendment No. 27, an additional 11 units, lots or homes have been sold by the Sponsor. In addition there are 2 homes under construction.

3. On or about June 21, 2005, Sponsor obtained final approval from the Town of South Bristol, Ontario County, State of New York to develop 63 units on approximately 17.1 acres. The proposed development is located between Seneca Point Road on the west and Cliffside Drive on the east. A separate Offering Plan will be filed for this development to be known as Cliffside Villas.

4. The Board of Directors of Bristol Harbour Village Home Owners Association, Inc., is controlled by the homeowners. The Association's Board of Directors and Officers are:

Officers:	Robert Belmont	President/Director
	Sally Eldon	Vice-Pres/Director
	Gene Freid	Treas/Director

Melanie Eisenberg Secretary/Director

The Remaining Members of the Board of Directors are:

Lou Thomas- Deputy Treasurer, Mary Murphy, Alan Braun, William Huber, Richard Booth

No member of the Board has any affiliation with the Sponsor.

The homeowner controlled Board of Directors has approved and adopted the Bristol Harbour Village Budget for the year 2005. A copy of said budget was attached to Amendment #27, previously filed by the Department of Law as aforesaid

5. For the period January 1, 2005 to October 31, 2005, Sponsor has paid real property taxes on the lands that it owns within Bristol Harbour Village the sum of $38,809.30 for Town and County taxes and the sum of $96,733.46 for school taxes. No unsold lots are subject to a mortgage. No homes or lots owned by Sponsor are occupied by any tenants. Sponsor is current on all of its financial obligations. Other than the soon to be formed Cliffside Villas Homeowner Association and Lakewood Trail Homeowner Association, both part of Bristol Harbour Village, neither Sponsor nor any of its principals own 10 % or more of any other cooperative, condominium or homeowners' association. Sponsor will fund its business obligations through its continuing business operation.

6. Sponsor and the homeowner controlled Bristol Harbour Village Association, Inc. have settled a dispute between them related to the number of votes that the Sponsor is entitled to vote. As a result of such settlement, Bristol Harbour Village Association, Inc. has agreed to and has filed a Certificate of Amendment to the Certificate of Incorporation of the Association. A copy of that Certificate of Amendment of the Certificate of Incorporation and filing receipt is attached hereto as Exhibit A.

The Certificate of Amendment of the Certificate of Incorporation refers to Amendment # 3 to the Declaration and Agreement of Covenants, Easements, Charges and Liens. Amendment # 3 was recorded in the Office of the Clerk of the County of Ontario February 10, 1982 in Liber 810 of Deeds, page 551. A copy of Amendment #3 of the Declaration is attached hereto as Exhibit B.

As a result of the Amendment to the Certificate of Incorporation (Exhibit A), Sponsor as the Developer is entitled to the number of votes equal to the number of full assessments which the Sponsor is obligated to pay to the Homeowners Association. The number of assessments is calculated in Amendment # 3 (Exhibit B). In no event will the Sponsor have more than 27 votes.

7. As of the date hereof, there are no further changes known to Sponsor in or to the documentation provided in the Offering Plan and there are no other material changes of fact or circumstances affecting the property of the Plan.

Amendment No. 27 was accepted for filing after January 1, 2002, to wit: June 13, 2005. A complete copy of the Offering Plan with all Amendments has heretofore been filed and accepted by the Department of Law. Sponsor has not submitted any prior amendments that are not yet filed by the Department of Law.

Dated:

December 8 2005

South Bristol Resorts, LLC

By _____

Title MANAGING PARTNER

DIVISION OF CORPORATIONS AND STATE RECORDS
ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.

DOCUMENT TYPE: AMENDMENT (DOMESTIC NFP) COUNTY: ONTA
PROCESS PROVISIONS

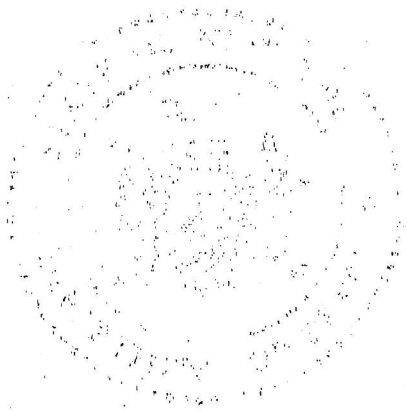
SERVICE COMPANY: ACCELERATED INFORMATION & DOCUMENT FIL SERVICE CODE: 24

FILED:10/28/2005 DURATION:********* CASH#:051028000963 FILM #:051028000881

ADDRESS FOR PROCESS

THE CORPORATION
30 GOLFSIDE CIRCLE
CANANDAIGUA, NY 14424

REGISTERED AGENT



FILER

UNDERBERG & KESSLER LLP
300 BAUSCH & LOMB PLACE

ROCHESTER, NY 14604

FEES	55.00	PAYMENTS	55.00
FILING	30.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	0.00	DRAWDOWN	55.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

3276 DOS-1025 (11/89)

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.

Under Section 803 of the Not-for-Profit Corporation Law

****

UNDERBERG & KESSLER LLP
300 Bausch & Lomb Place
Rochester, New York 14604

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.

Under Section 803 of the Not-for-Profit Corporation Law.

The undersigned, being the President of Bristol Harbour Village Association, Inc. (the "Association"), does hereby certify:

1. The name of the Association is Bristol Harbour Village Association, Inc.

2. The Certificate of Incorporation of the Association was filed by the Department of State on July 16, 1971. The Association was formed under the Not-for-Profit Corporation Law.

3. The Association is a corporation as defined in Section 102(a)(5) of the Not-for-Profit Corporation Law.

4. The Association is a Type A corporation as defined in Section 201 of the Not-for-Profit Corporation Law.

5. The Certificate of Incorporation is hereby amended by adding a new paragraph TENTH setting forth the classes of members of the Association and the qualifications and rights of each class. Paragraph TENTH shall read in its entirety as follows:

TENTH:

A. <u>Definitions</u>

(i) "Owner" shall mean and refer to any record title owner in fee simple, other than the Association or the Developer, of any "Unit" or

"Development" within the "Property", as hereinafter defined, whether such ownership be of a 100% interest in a Unit or Development or less.

(ii) "Unit" shall mean and include:

(a) any lot within the Property, the improvement of which is restricted to a single family residence;

(b) any unit in any condominium within the Property for which a Condominium Declaration has been filed; and any parcel of land within the Property improved by an attached single-family dwelling or an attached duplex dwelling.

(iii) "Development" shall mean and include any parcel of land assessed by the Town of South Bristol within the Property improved by any utility service, commercial or private recreational facility such as, but not limited to, a waste water treatment plant, water filtration system, or electricity generating substation, hotel, motel, clubhouse, golf course, marina, retail store, restaurant, or multiple residential facility not organized as a condominium or cooperative or other entity organized and operated for the purpose of making residential dwelling units available to its shareholders or members.

(iv) "Developer" shall mean South Bristol Resorts L.L.C., its successors and assigns.

(v) "Member" shall mean an Owner or the Developer.

(vi) "Property" shall mean and refer to the real property described in the Certificate of Incorporation of the Association, and after any annexation, such additional lands as may be annexed thereto in the manner prescribed in that certain Declaration and Agreement of Covenants, Easements, Charges and Liens made the 18th day of November, 1971, by Bristol Recreation Systems, Inc. with the Association and recorded in the Ontario County Clerk's Office on November 19, 1971 in Liber 715 of Deeds, page 572, as it may be amended from time to time.

B. Voting Members and Voting Rights

(i) Voting Members: Every Owner shall, upon becoming such, be a Member of the Association and entitled to vote on all matters properly coming before the membership for approval as provided herein. The Developer shall be a Member of the Association so long as it owns, in fee simple, record title to any land, improved or unimproved, within the Property and shall be entitled to vote on all matters coming before the membership for approval as provided herein.

(ii) Votes of Members:

(a) Each Owner shall be entitled to one (1) vote, regardless of the number of Units or Developments such Owner owns.

(b) The Developer shall be entitled to the number of votes equal to the number of full assessments which the Developer is obligated to pay to the Association from time to time pursuant to Amendment 3 to the Declaration recorded in the Ontario County Clerk's Office on February 10, 1982 in Liber 810 of Deeds, page 551, not in any case, however, to exceed twenty-seven (27) votes at any time.

(c) Notwithstanding the foregoing, any Member who is in violation of the Restrictions of the Association contained in the Declaration, as determined by the Board of Directors, or who is delinquent in the payment of dues to the Association or any assessment or special assessment assessed against such Member's Unit or Development as shown on the books of the Association, shall not be entitled to exercise his, her or its vote until such Member has cured such violation or delinquency.

6. The foregoing amendment was authorized by vote of the Board of Directors and by vote of the Members.

7. The Secretary of State is designated as agent of the Association 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 Association served upon him is c/o the Association, 30 Golfside Circle, Canandaigua, New York 14424.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 26 day of OCTOBER, 2005.

Robert Belmont, President

00529

AMENDMENT TO
DECLARATION AND AGREEMENT OF
COVENANTS, EASEMENTS, CHARGES
AND LIENS

This Amendment is dated this 29 day of August, 1981.

WHEREAS, a certain Declaration and Agreement of Covenants, Easements, Charges and Liens (the "Declaration") was recorded in the Ontario County Clerk's Office on November 19, 1971 in Liber 715 of Deeds at page 572; and

WHEREAS, BRISTOL HARBOUR ASSOCIATES has succeeded to the interest of the Declarant under such Declaration; and

WHEREAS, the undersigned, comprising 75% or more of the "Lot Owners" as required by the Declaration, desire to amend the Declaration for the purpose of changing the basis and manner of assessment of the charges which must be raised to enable the Bristol Harbour Village Association, Inc. to function properly.

NOW, THEREFORE, the undersigned hereby declare the Declaration and Agreement of Covenants, Easements, Charges and Liens recorded in the Ontario County Clerk's Office in Liber 715 of Deeds at page 572 to be amended and revised as follows:

ARTICLE I, "Definitions" is amended as follows:

Section 1.15, "Lot" is amended to add the following:

"Improved Lot" shall mean and refer to each Lot improved with a Unit (as defined in Section 1.27

(ii), (iii) and (iv) below except that each dwelling unit of a duplex dwelling shall be deemed to be on a separate Improved Lot.

"Unimproved Lot" shall mean and refer to any Lot, other than an Improved Lot, no longer owned by the Declarant or by a developer successor to the Declarant.

Section 1.10, "Development" is hereby revised to read as follows:

Section 1.10, "Development" shall mean and refer to (i) any parcel of land primarily improved with any recreational, administrative or service facility for the benefit of the Members, (ii) any store, shop or professional office or other commercial or business facility and (iii) each four rooms of any hotel, motel or other rooming establishment.

Sections 3.01 through 3.03 inclusive in ARTICLE III - ASSESSMENT OF ANNUAL CHARGE are hereby deleted and replaced with the following:

Section 3.01. Imposition, Personal Obligation, Lien. Each Owner of any Lot or Development, by becoming an Owner by the

acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association annual assessments or charges ("Annual Charges") hereinafter referred to as "Charges."

The Charges shall be fixed, established and collected from time to time as hereinafter provided. Each Charge (or installment payment thereof) together with such late charges, interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot or Development against which the Charge is made and shall also be the personal obligation of the Owner of such Lot or Development at the time the Charge falls due.

Section 3.02. Notice of Charges. As soon as may be practical in each year, the Association shall send a written bill to each Owner stating (i) the amount of the Annual Charge assessed against each Lot or Development stated in terms of the total sum due and owing as the Annual Charge and (ii) that unless the owner shall pay the Annual Charge in twelve (12) equal monthly installments in advance within thirty (30) days of the due date of any monthly installment, such monthly installments shall be deemed deliquent and will bear interest at such rate as may be fixed by the Board

of Directors from time to time. Such rate not to exceed the maximum rate of interest then permitted by law.

Section 3.03. Basis for Charges. The Owner of each Improved Lot and of each Development, shall be liable for the payment of full Annual Charges. The Owner of each Unimproved Lot subject to this Declaration shall be liable for the payment of Annual Charges equal to 25% of the amount such Charges for which Improved Lots and Developments are liable.

BRISTOL HARBOUR ASSOCIATES, (successor to Bristol Recreation Systems, Inc., the original Declarant), and its successors and assigns, shall in addition to any obligation it may have as the Owner of one or more Improved Lots or Developments, be responsible to pay to the Association Annual Charges equal to the Charges paid by a number of Improved Lots, which number shall be computed as follows:

For calendar 1982: 10% of the total number of Improved Lots and Developments as of December 31, 1981, including the number of Developments (each of which Developments shall be assessed as one Improved Lot) owned by the Bristol Harbour Associates or its successors and assigns.

For calendar 1983 and each year thereafter: The 10% obligation of the Declarant shall be reduced by the proportionate increase in the number of Improved Lots and Developments as referred to above over the number of Improved Lots and Developments as of December 31, 1981, so that for example:

If there were 225 Improved Lots as of December 31, 1981, the Declarant would be responsible for the payment of charges for 25 Lots (5 of which would be Developments owned by the Declarant — Water Treatment Plant, Administration Building, Golf Course, Marina, Eagle's Nest Restaurant — assuming there were no additional Developments owned by the Declarant). If 25 additional Improved Lots with Units were completed during calendar 1982, the Declarant would be responsible for 23 Units (5 of which would be Developments owned by the Declarant) computed as follows:

25 (new Improved Lots) divided by 250 (base number of Improved Lots and Developments as of January 1, 1982) = .10

10% of 20 (25 minus 5, which are Developments owned by the Declarant) = 2

25 minus 2 = 23 Improved Lots and Developments

(Assuming no additional Developments were added, the Declarant would be responsible for the payment of Charges on the 5 Developments and for an additional payment equal to payments for 18 Improved Lots.)

The number of (i) Improved Lots, (ii) Developments, (iii) 25% of the number of Unimproved Lots and (iv) the number of Improved Lots for which the Declarant will make payments, divided into the total amount which the Board of Directors shall deem to be necessary to fully fund the current budget of estimated expenses and reserves (and any operating deficits previously sustained) shall determine the Annual Charge for each Improved Lot and Development with the Declarant being assessed as provided herein and each Unimproved Lot being assessed at 25% of the amount of the Annual Charge for Improved Lots and Developments.

Section 6.02 is restated to read as follows: Each Owner of a Lot (Improved or Unimproved) or Development shall have one (1) vote for each Lot or Development owned.

Section 6.04B is restated to read as follows: If any member owns or holds more than one (1) Development (as defined in Section 1.10 hereof) such member, subject to the provisions of this Article VI, shall be entitled to cast one (1) vote for each Development owned.

Section 2.02 of Article II of Exhibit G (By-Laws of Bristol Harbour Village Association, Inc.) is restated to read as follows: Each Owner of a Lot (Improved or Unimproved) or Development shall have one (1) vote for each Lot or Development owned.

(SEAL)

BRISTOL HARBOUR ASSOCIATES,
a New York Limited Partnership by
BRISTOL HARBOUR DEVELOPMENT, INC.,
General Partner

By: Fred W. Sarkis, Pres.
Fred W. Sarkis

BRISTOL HARBOUR VILLAGE ASSOCIATION, INC.

By: Donald C. Greenhouse
Donald C. Greenhouse
President

ONTARIO COUNTY, S.S.
Recorded on the 10 day of Feb 1982 at 10:00 o'clock A.M. in Book 810 of DEEDS ..... at page 557
I examined Ronald D. Vecchi Clerk

STATE OF N.Y.
County of Ontario

On this 10th day of February 1982 before me the subscribers personally appeared FRED W. SARKIS and DONALD C. GREENHOUSE to me known, being by me duly sworn and did say that they reside at Cuttsville, D.C.L.C., South Bristol, N.Y. and that they are presidents of the corporations and that this instrument was executed by order of said corporations.

Sworn to before me this 10 day of FEB, 1982 [illegible], Robert Baker, Notary 3/10/82

LIBER 810 PAGE 557