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DECLARATION OF CONDOMINIUM

CASTLEMAN COURT CONDOMINIUM

409 LaGrange Avenue
City of Rochester
County of Monroe
State of New York

RECORDED
MAY 9 AM 9 29

SPONSOR: The Caruso Development Co., Inc.
DATED: May 7, 1986

2/11/86

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DECLARATION OF CONDOMINIUM
FOR
CASTLEMAN COURT CONDOMINIUM

For the land and all improvements thereon known as Castleman Court Condominium, located at 409 LaGrange Avenue, in the City of Rochester, County of Monroe and State of New York as more particularly described in Schedule "A" hereto.

W I T N E S S E T H

The Caruso Development Co., Inc., a New York corporation, with its office at 1635 Brooks Avenue, Rochester, New York (hereinafter called the "Sponsor") hereby declares on behalf of itself, its successors and assigns:

ARTICLE I
SUBMISSION OF PROPERTY

The land described in Schedule "A," together with all improvements thereon shall be subject to the provisions of Article 9-B of the Real Property Law of the State of New York (hereinafter called the "Condominium Act") from the date of the recording of this Declaration until the date on which it is terminated.

ARTICLE II
NAME OF CONDOMINIUM

The name of the Condominium shall be Castleman Court Condominium.

ARTICLE III
DEFINITIONS

The terms below will be used frequently in this Declaration and shall have the following meaning:

A. Common Charge: Each Unit's proportionate share of the Common Expenses of the ownership and operation

of the Condominium determined in accordance with its Common Interest and payable in monthly installments.

B. Common Expenses: The Common Expenses shall include:

1. The cost of maintenance, repair and replacement of the Common Elements;

2. The cost of operation, management and administration of the Condominium, including, but not limited to, compensation paid to the Condominium managing agent, accountants, attorneys, and other employees;

3. The cost of insurance, purchased and held in accordance with the provisions of this Declaration;

4. Reserve funds;

5. The cost of items for common use or benefit incurred in accordance with the provisions of the Condominium Act, this Declaration or the By-Laws of the Condominium.

C. Common Elements: The Common Elements consist of all those parts of the Condominium Property which are not within the Units including, but not limited to, the following:

1. The land on which the building is located.

2. The core of the building including the Utility Room (fan room).

3. The foundation, columns, girders, beams, supports, main walls, entrances, exits and roof of the building.

4. Those portions of the Exterior Walls of a Unit which are located between such Unit and either the outside, another Unit, or a Common Element.

5. All corridors, hallways, and stairways which are used in common by two or more Unit owners, and all interior walls in the building which are neither located within nor part of any Unit.

6. All central and appurtenant installations for services such as electricity, water and sewage which are either located within a Common Element or used in common by two or more Unit owners.

7. All pipes, ducts, wires, cables, conduit and portions thereof which are either located within a Common Element or used in common by two or more Unit owners.

8. All other parts of the Condominium Property and all appliances and installations existing in the building or on the Condominium Property for common use or necessary or convenient to the existence, maintenance, comfort or safety of the Condominium.

D. Common Interest: Each Unit's percentage interest in the Common Elements.

E. Condominium: Castleman Court Condominium.

F. Condominium Documents: The Declaration, By-Laws and Plans of the Condominium.

G. Condominium Property: The land, the building, the parking areas and all other improvements on the land of the Condominium together with all easements, rights and appurtenances belonging thereto, and all other common property, personal or mixed, used or intended to be used by or for the Condominium.

H. Exterior Wall of Unit: Shall mean a wall which separates a Unit from either (1) another Unit or Units, (2) the outside, or (3) a Common Element such as the core of the building or a common corridor, hallway or entrance.

I. Plans: The plans for the Condominium shall be filed in the Office of the Clerk of the County of Monroe, State of New York. They shall consist of the following documents: (1) Survey map; (2) Plot Plan, showing the building, the Units, yards, walkways, parking lots and the land (the "Plot Plan"); and (3) Floor Plan, which plans shall be certified by a Licensed Architect or Engineer and showing the layout, location and approximate dimension of each Unit as built with its assigned tax account number.

ally designated in Article V of this Declaration which are exclusively restricted in use and enjoyment to the owner of a particular Unit.

K. Unit: A Unit is a part of the Condominium Property which is intended for residential use only and will be owned outright, in fee simple absolute, by the purchaser thereof.

ARTICLE IV
COMMON ELEMENTS

The following provisions shall apply to the Common Elements and they shall govern each Unit owner's interest in and use of the Common Elements:

A. Allocation of Common Interest: Each Unit owner shall have the following percentage interest in the Common Elements:

<u>Residential Unit</u>	<u>Floor Area In Sq. Feet</u>	<u>% Interest</u>
101	845	2.58
102	797	2.43
103	797	2.43
104	1265	3.86
105	1101	3.35
106	850	2.59
107	797	2.43
108	797	2.43
109	1163	3.54
110	879	2.68
111	754	2.29
112	979	2.98
113	754	2.29
114	979	2.98
115	827	2.52
116	827	2.52
117	899	2.74
118	1132	3.45
119	1083	3.30
201	796	2.43
202	796	2.43
203	796	2.43
204	796	2.43
205	796	2.43
206	796	2.43

<u>Residential Unit</u>	<u>Floor Area In Sq. Feet</u>	<u>% Interest</u>
207	796	2.43
208	1151	3.51
209	1090	3.32
210	1027	3.13
211	1027	3.13
212	877	2.67
213	1160	3.54
214	981	2.99
215	708	2.16
216	981	2.99
217	708	2.16

These percentage interests have been determined by calculating the approximate proportion that the floor area of each Unit bears to the total floor area of all Units in the Condominium. The finished family rooms on the lower level of Units 118 and 119 have been included in the calculation, as well as the foyer in Unit 105. Restricted Common Elements such as balconies, porches, stair landings and storage areas have not been included in the square footage calculations.

The percentage interests represent the proportionate ownership right held by each Unit in the Common Elements. Such ownership right cannot be separated from a Unit and can only be sold, mortgaged, leased or otherwise transferred together with the Unit. The percentage interest of each Unit shall further be used to determine the common charge due from each Unit.

B. Changes in Common Interest: A Unit's Common Interest may be changed only by an amendment to this Declaration made in accordance with Article XVII of this Declaration and executed in recordable form by all the Unit owners. No change in the Common Interest of a Unit shall affect the lien of a prior recorded mortgage against such Unit unless written consent of the holder of such mortgage is obtained and recorded.

C. Covenant Against Partition: In order to preserve the Condominium and the condominium method of ownership, the property constituting the Common Elements shall remain undivided. No person, regardless of the nature of his or her interest in the Common Elements, shall have the right to bring any action or proceeding for the partition or division of the whole or any part thereof, unless and until this Declaration has been terminated.

D. Rules and Regulations: No person shall use the Common Elements or any part of the Common Elements in a manner contrary to or inconsistent with the rules and regulations of the Condominium. These rules and regulations are contained in Article VI of the By-Laws and may be amended by the Unit owners in accordance with Article VII of the By-Laws.

E. Maintenance, Repair, Replacement, Management and Operation of the Common Elements: The maintenance, repair, replacement, management and operation of the Common Elements shall be the responsibility of the Board of Managers. The Board may, however, delegate duties in this area to a person or persons of its choice or hire a manager to perform them.

F. Expenses: The cost of all maintenance, repair, replacement, management and operation of the Common Elements shall be assessed as Common Expenses and shall be included in the annual budget of the Condominium. If, however, the amounts of the Common Expenses as so assessed and budgets are not sufficient in any one fiscal year to pay for the costs of maintenance, repair, replacement, management and operation of the Common Elements, the Board of Managers shall make a special assessment against the Unit owners to cover the deficiency.

G. Use: Subject to terms of this Declaration and the rules and regulations of the Condominium, each Unit owner may use the Common Elements for their intended purpose and in a manner that will not restrict or interfere with other Unit owners.

H. Alterations and Improvements: The Board of Managers shall have the right to propose and make alterations and improvements to the Common Elements provided that no such alteration or improvement shall be made unless and until it has been approved by an affirmative vote of owners of at least a two-thirds (2/3) interest in the Common Elements. The cost of any such alteration or improvement shall be met by a special assessment against the Unit owners.

ARTICLE V RESTRICTED COMMON ELEMENTS

There shall be Restricted Common Elements devoted to the exclusive use and enjoyment of a particular Unit owner or owners. Such Restricted Common Elements shall generally consist of an assigned parking space and storage

area for each Unit and a porch, stair landing or balcony for Units 111, 112, 113, 114, 115, 116, 210, 211, 214, 216. The specific Restricted Common Elements are more particularly described in Article VI of this Declaration.

The responsibilities for the maintenance and repairs to the Restricted Common Elements shall be shared by the Board of Managers and the Unit owner possessing the right to the exclusive use and enjoyment of the Restricted Common Elements in accordance with Article VII of the Declaration.

ARTICLE VI COMPOSITION OF UNITS

A. Real Property: Each Unit together with its Common Interest shall for all purposes constitute a separate parcel of real property which is owned outright, in fee simple, and which may be sold, mortgaged, leased or otherwise transferred just as any other parcel of real property subject, however, to the provisions of the Condominium Act, this Declaration and the By-Laws of the Condominium.

B. Boundaries: Each Unit shall have the boundaries shown on the Plans, subject to any encroachments which may develop from construction of the Units or by settlement or movement of the building.

Each Unit is measured horizontally from the unfinished interior surface of one of its Exterior Walls to the unfinished interior surface of the opposite Exterior Wall. Doors and windows which open from or into a Unit and skylights of any Unit are a part of the Unit as are all walls located entirely within a Unit. All finishing and decorative materials, including, but not limited to, paint, wallpaper, and fabrics are a part of the Unit.

Each Unit is measured vertically from the lower surface of the subfloor of the Unit to the surface of the unfinished ceiling above, except for Units 118 and 119 which shall be measured from the lower level floor to the surface of the unfinished roof above for the area in which the lower level has been improved for use as a family room. All finishing and decorative hardwood floors, fabrics and paint are part of the Unit.

All pipes, wires, conduits and utility lines or portions thereof which are located within a Unit and serve only such Unit shall be owned by the Unit owner unless

owned by a public utility company. Any pipes, wires, conduits or public utility lines not owned by a public utility company and located in either the Common Elements or within a Unit while serving two or more Units shall be owned in common by all Unit owners.

C. Easements: Each Unit shall have an easement in or a right to use any pipe, wire, conduit, utility line and portion thereof which serves his or her Unit while located in another Unit or the Common Elements.

D. Unit Designation and Layout:

Unit #101 Castleman Court Condominium is a first floor residential 1 bedroom unit with a foyer, combined living and dining room, kitchen, one bathroom, one bedroom, two closets, pantry and utility room. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area and one parking space in proximity to an exterior entrance. The living area consists of approximately 845 square feet. This unit has access to the common corridor leading to both the southeast entrance and the main lobby entrance on LaGrange Avenue.

Unit #102 Castleman Court Condominium is a first floor residential 1 bedroom unit with a foyer, combined living and dining room, kitchen, one bathroom, one bedroom, two closets, pantry and utility room. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area and one parking space in proximity to an exterior entrance. The living area consists of approximately 797 square feet. This unit has access to the common corridor leading to both the southeast entrance and the main lobby entrance on LaGrange Avenue.

Unit #103 Castleman Court Condominium is a first floor residential 1 bedroom unit with a foyer, combined living and dining room, kitchen, one bathroom, one bedroom, two closets, pantry and utility room. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area and one parking space in proximity to an exterior entrance. The living area consists of approximately 797 square feet. This unit has access to the common corridor leading to both the southeast entrance and the main lobby entrance on LaGrange Avenue.

Unit #104 Castleman Court Condominium is a first floor residential 3 bedroom unit with a foyer, combined living dining and family room, kitchen, one bathroom, three bedrooms, four closets, separate utility room and laundry closet. A non-operable fireplace exists in the unit and chestnut cupboards and shallow closets border the fireplace on either side. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area and one parking space in proximity to an exterior entrance. The living area consists of approximately 1265 square feet. This unit has access to the common corridor leading to both the southeast entrance and the main lobby entrance on LaGrange Avenue.

Unit #105 Castleman Court Condominium is a first floor residential 2 bedroom unit with a private exterior entrance, foyer, combined living and dining area, kitchen, one bathroom, two bedrooms, four closets, utility room and washer/dryer closet. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area and one parking space in proximity to an exterior entrance. The living area consists of approximately 1101 square feet. This unit has direct access to the outside through a private entrance on the west side of the building. The unit may also be accessed through a secondary door which opens onto the common corridor leading to both the southeast entrance and the main lobby entrance on LaGrange Avenue.

Unit #106 Castleman Court Condominium is a first floor 1 bedroom unit with a foyer, combined living/dining area, kitchen, one bedroom, one bathroom, three closets, pantry and utility room. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area and one parking space in proximity to an exterior entrance. The living area consists of approximately 850 square feet. The unit has access to the common corridor leading to both the northeast entrance and the main lobby entrance on LaGrange Avenue.

Unit #107 Castleman Court Condominium is a first floor residential 1 bedroom unit with a foyer, combined living/dining area, kitchen, one bedroom, one bathroom, two closets, utility room and washer/dryer closet. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area and one parking space in proximity to an exterior entrance. The living area consists of approximately 797 square feet. This unit has access to the common corridor

which leads to both the northeast entrance and the main lobby entrance on LaGrange Avenue.

Unit #108 Castleman Court Condominium is a first floor residential 1 bedroom unit with a foyer, combined living/dining area, kitchen, one bedroom, one bathroom, two closets, pantry, and utility room. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area and one parking space in proximity to an exterior entrance. The living area consists of approximately 797 square feet. This unit has access to the common corridor leading to both the northeast entrance and the main lobby entrance on LaGrange Avenue.

Unit #109 Castleman Court Condominium is a first floor residential 2 bedroom unit with foyer, combined living/dining area, kitchen, pantry, one bathroom, two bedrooms, four closets, storage closet and a combined utility/laundry room. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area and one parking space in proximity to an exterior entrance. The living area consists of approximately 1163 square feet. This unit has access to the common corridor leading to both the northeast entrance and the main lobby entrance on LaGrange Avenue.

Unit #110 Castleman Court Condominium is a first floor residential 2 bedroom unit with foyer, combined living/dining area, kitchen, combined utility/pantry room, separate laundry, one bathroom, two bedrooms, two closets and a storage room. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area and one parking space in proximity to an exterior entrance. The living area consists of approximately 879 square feet. This unit has access to the common corridor leading to the northeast entrance and the main lobby entrance on LaGrange Avenue as well as the northwest atrium entrance.

Unit #111 Castleman Court Condominium is a first floor residential 1 bedroom unit with entry, combined living/dining area, kitchen, combined utility/laundry room, one bathroom, two closets and a storage room. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area, one parking space in proximity to an exterior entrance and an exterior porch of approximately 208 square feet at the unit's entrance off the atrium access. The living

area consists of approximately 754 square feet. The unit has a private entrance off the northwest atrium access.

Unit #112 Castleman Court Condominium is a first floor residential 1 bedroom unit with foyer, living room, raised dining area off the kitchen, combined utility/laundry room, three closets, one bedroom, one bathroom and pantry. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area, one parking space in proximity to an exterior entrance and an exterior porch of approximately 136 square feet. The living area consists of approximately 979 square feet. The unit has a private entrance off the northwest atrium access.

Unit #113 Castleman Court Condominium is a first floor residential 1 bedroom unit with entry, combined living/dining area, one bathroom, one bedroom, two closets and combined utility/laundry room. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area, one parking space in proximity to an exterior entrance and an exterior porch of approximately 216 square feet. The living area consists of approximately 754 square feet. The unit has a private entrance on the south side of the building leading directly to the outside.

Unit #114 Castleman Court Condominium is a first floor residential 1 bedroom unit with foyer, living room, raised dining area off the kitchen, combined utility/laundry room, one bathroom, one bedroom and three closets. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area, one parking space in proximity to an exterior entrance and an exterior porch of approximately 236 square feet. The living area consists of approximately 979 square feet. The unit has a private entrance on the south side of the building that leads directly to the outside.

Unit #115 Castleman Court Condominium is a first floor residential 1 bedroom unit with foyer, living room, raised dining area off the kitchen, combined utility/laundry room, one bathroom, one bedroom and two closets. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area, one parking space in proximity to an exterior entrance, and an enclosed stair landing of approximately 77 square feet. The living area consists of approximately 827 square feet. The unit has access to the common stairwell at the northwest corner of the west wing which leads directly to the outside.

Unit #116 Castleman Court Condominium is a first floor residential 1 bedroom unit with foyer, living room, raised dining area off the kitchen, combined utility/laundry room, one bathroom, one bedroom and two closets. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage space in the basement area, one parking space in proximity to an exterior entrance, and an enclosed stair landing of approximately 77 square feet. The living area consists of approximately 827 square feet. The unit has access to the common stairwell at the southwest corner of the west wing which leads directly to the outside.

Unit #117 Castleman Court Condominium is a first floor residential 2 bedroom unit with entry, combined living/dining area, kitchen, one bathroom, 2 closets, and a utility/laundry room. The unit further has as a Restricted Common Element one parking space in proximity to an exterior entrance, and approximately 25 square feet of delineated storage space in the basement area. The living area consists of approximately 899 square feet. The unit has access to the common atrium corridor leading to the parking area along the western property line.

Unit #118 Castleman Court Condominium is a first floor residential 2 bedroom unit with entry, combined living/dining area, kitchen, one bathroom, two closets, and a finished family room in a portion of the lower level. The unit further has as a Restricted Common Element one parking space in proximity to an exterior entrance and approximately 574 square feet of unfinished lower level storage space. The living area consists of approximately 815 square feet on the first floor and the finished family room in the lower level of approximately 317 square feet, totaling 1,132 square feet. The unit has access to the common atrium corridor leading to the parking area along the western property line.

Unit #119 Castleman Court Condominium is a first floor residential 2 bedroom unit with entry, combined living/dining area, kitchen, one bathroom, two closets, and a finished family room in a portion of the lower level. The unit further has as a Restricted Common Element one parking space in proximity to an exterior entrance and approximately 531 square feet of unfinished lower level storage space. The living area consists of approximately 769 square feet on the first floor and the finished family room in the lower level of approximately 314 square feet, totaling 1083 square feet. The unit has access to the

common atrium corridor leading to the parking area along the western property line.

Unit #201 Castleman Court Condominium is a second floor residential 1 bedroom unit with foyer, combined living/dining room, kitchen, combined utility/laundry room, two closets, pantry, one bathroom and one bedroom. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor and one parking space in proximity to an exterior entrance. The unit consists of approximately 796 square feet of living space. This unit has access to the common corridor leading to the southeast stairwell entrance on LaGrange Avenue.

Unit #202 Castleman Court Condominium is a second floor residential 1 bedroom unit with foyer, combined living/dining room, kitchen, combined utility/laundry room, two closets, pantry, one bathroom and one bedroom. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor and one parking space in proximity to an exterior entrance. The unit consists of approximately 796 square feet of living space. This unit has access to the common corridor leading to the southeast stairwell entrance on LaGrange Avenue.

Unit #203 Castleman Court Condominium is a second floor residential 1 bedroom unit with foyer, combined living/dining room, kitchen, combined utility/laundry room, two closets, pantry, one bathroom and one bedroom. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor and one parking space in proximity to an exterior entrance. The unit consists of approximately 796 square feet of living space. This unit has access to the common corridor leading to the southeast stairwell entrance on LaGrange Avenue.

Unit #204 Castleman Court Condominium is a second floor residential 1 bedroom unit with foyer, combined living/dining room, kitchen, combined utility/laundry room, two closets, pantry, one bathroom and one bedroom. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor and one parking space in proximity to an exterior entrance. The unit consists of approximately 796 square feet of living space. This unit has access to the common corridor leading to the southeast stairwell entrance on LaGrange Avenue.

Unit #205 Castleman Court Condominium is a second floor residential 1 bedroom unit with foyer, combined living/dining area, kitchen, combined utility/laundry room, two closets, pantry, one bathroom and one bedroom. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor and one parking space in proximity to an exterior entrance. The unit consists of approximately 796 square feet of living space. This unit has access to the common corridor leading to the northeast stairwell entrance on LaGrange Avenue.

Unit #206 Castleman Court Condominium is a second floor residential 1 bedroom unit with foyer, combined living/dining area, kitchen, combined utility/laundry room, two closets, pantry, one bathroom and one bedroom. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor and one parking space in proximity to an exterior entrance. The unit consists of approximately 796 square feet of living space. This unit has access to the common corridor leading to the northeast stairwell entrance on LaGrange Avenue.

Unit #207 Castleman Court Condominium is a second floor residential 1 bedroom unit with foyer, combined living/dining area, kitchen, combined utility/laundry room, two closets, pantry, one bathroom and one bedroom. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor and one parking space in proximity to an exterior entrance. The unit consists of approximately 796 square feet of living space. This unit has access to the common corridor leading to the northeast stairwell entrance on LaGrange Avenue.

Unit #208 Castleman Court Condominium is a second floor residential 2 bedroom unit with foyer, combined living/dining area, kitchen, laundry closet, utility room, four closets, pantry, one bathroom and two bedrooms. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor and one parking space in proximity to an exterior entrance. The unit consists of approximately 1151 square feet of living space. This unit has access to the common corridor leading to the southeast stairwell entrance on LaGrange Avenue.

Unit #209 Castleman Court Condominium is a second floor residential 2 bedroom unit with foyer, combined living/dining area, kitchen, laundry closet, utility room, five closets, one bathroom and two bedrooms. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor and one parking space in proximity to an exterior entrance. The unit consists of approximately 1090 square feet of living space. This unit has access to the common corridor leading to the southeast stairwell entrance on LaGrange Avenue.

Unit #210 Castleman Court Condominium is a second floor residential 2 bedroom unit with foyer, combined living/dining area, kitchen, combined laundry/utility room, four closets, one bathroom and two bedrooms. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor, one parking space in proximity to an exterior entrance and approximately 120 square feet of attached exterior balcony space. The unit consists of approximately 1027 square feet of living space. This unit has access to the common corridor leading to the southeast stairwell entrance on LaGrange Avenue.

Unit #211 Castleman Court Condominium is a second floor residential 2 bedroom unit with foyer, combined living/dining area, kitchen, combined laundry/utility room, four closets, one bathroom and two bedrooms. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor, one parking space in proximity to an exterior entrance and approximately 120 square feet of attached exterior balcony space. The unit consists of approximately 1027 square feet of living space. This unit has access to the common corridor leading to the northeast stairwell entrance on LaGrange Avenue.

Unit #212 Castleman Court Condominium is a second floor residential 1 bedroom unit with foyer, combined living/dining area, kitchen, laundry room, combined utility/pantry room, three closets, one bathroom, and one bedroom. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor and one parking space in proximity to an exterior entrance. The unit consists of approximately 877 square feet of living space. This unit has access to the common corridor leading to the northeast stairwell entrance on LaGrange Avenue.

Unit #213 Castleman Court Condominium is a second floor residential 2 bedroom unit with foyer, combined living/dining area, kitchen, pantry, combined laundry/utility room, four closets, one bathroom and two bedrooms. The unit further has as a Restricted Common Element approximately 24 square feet of delineated storage space off the common corridor on the second floor and one parking space in proximity to an exterior entrance. The unit consists of approximately 1160 square feet of living space. This unit has access to the common corridor leading to the northeast stairwell entrance on LaGrange Avenue.

Unit #214 Castleman Court Condominium is a second floor residential 2 bedroom unit with combined living/dining area, kitchen, pantry, combined laundry/utility room, four closets, one bathroom and two bedrooms. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage in the basement area, one parking space in proximity to an exterior entrance, and approximately 135 square feet of attached balcony space. The unit consists of approximately 981 square feet of living space. This unit has access to the common corridor leading to the northwest stairwell in the west wing which exits to the parking area along the western property line.

Unit #215 Castleman Court Condominium is a second floor residential 1 bedroom unit with foyer, combined living/dining area, kitchen, combined laundry/utility room, two closets, one bathroom and one bedroom. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage in the basement area and one parking space in proximity to an exterior entrance. The unit consists of approximately 708 square feet of living space. This unit has access to the common corridor leading to the northwest stairwell in the west wing which exits to the parking area along the western property line.

Unit #216 Castleman Court Condominium is a second floor residential 1 bedroom unit with foyer, combined living/dining area, kitchen, combined utility/laundry room, two closets, one bathroom and one bedroom. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage in the basement area and one parking space in proximity to an exterior entrance. The unit consists of approximately 981 square feet of living space. This unit has access to the common corridor leading to the southwest stairwell in the west wing which exits to the parking area along the western property line.

Unit #217 Castleman Court Condominium is a second floor residential 1 bedroom unit with foyer, combined living/dining area, kitchen, combined utility/laundry room, two closets, one bathroom and one bedroom. The unit further has as a Restricted Common Element approximately 25 square feet of delineated storage in the basement area and one parking space in proximity to an exterior entrance. The unit consists of approximately 708 square feet of living space. This unit has access to the common corridor leading to the southwest stairwell in the west wing which exits to the parking area along the western property line.

ARTICLE VII MAINTENANCE AND REPAIRS OF UNITS

A. Unit Owner's Responsibility for Unit: Each Unit owner shall maintain, repair and replace, at his or her expense, all portions of his or her Unit, including, but not limited to floors, walls, ceilings, finishing and decorative materials, windows, doors, skylights, fixtures, appliances, equipment, conduits, ducts, plumbing, water service and electrical wiring except insofar as the same have been designated as a Common Element in which case the responsibility for maintenance, repair and replacement shall be borne by the Board of Managers. Unit owner will also be responsible for the repair and maintenance of the Restricted Common Elements for relating to their Unit in accordance with the provisions of Article V of the Declaration.

B. Unit Owners Responsibility for Restricted Common Elements: Each Unit owner shall maintain and repair, at his or her own expense any Restricted Common Element assigned or appurtenant to his or her Unit with the exception of the assigned parking space which shall be maintained, repaired and replaced by the Board of Managers. While the cost of maintaining the parking areas shall constitute a Common Expense, all costs for repair and maintenance of the optional carports shall be the responsibility of the individual Unit owner. All repairs and maintenance relating to Restricted Common Elements shall be subject to the review and approval of the Board of Directors.

C. Right of Entry: The Board of Managers or any one or more qualified persons designated by the Board of Managers shall have the right and authority to enter into any Unit during reasonable hours for the purpose of (1) performing such emergency repairs therein as may be necessary to prevent damage to the Common Elements or another

Unit or Units, (2) abating any nuisance, or any dangerous, unauthorized, prohibited or unlawful activity, or (3) carrying out its responsibilities under the terms of this Declaration or the By-Laws. This right of entry shall be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the possession, use and enjoyment of the owner or occupant of such Unit and shall, whenever possible, be preceded by reasonable notice to the Unit's owner or occupant.

ARTICLE VIII USE RESTRICTIONS

The use of the Condominium Property shall be governed by the following provisions:

A. Use of Units: The Units shall be used for residential dwelling purposes only.

B. Use of Common Elements: The Common Elements shall be used only for their intended purpose and for the enjoyment of the Unit owners.

C. Nuisance: No nuisance shall be allowed upon the Condominium Property nor shall any use or practice be allowed which interferes with the peaceful possession and quiet enjoyment of the Condominium Property by the Unit owners.

D. Lawful Use: No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof, and the Unit owners shall comply with all applicable laws and governmental regulations.

E. Interpretation: The physical boundaries of the Units shall be conclusively presumed to be the actual boundaries rather than any metes and bounds description in a deed, mortgage or plan.

F. Regulations: Regulations concerning the use of the Condominium Property may be issued or amended by the Unit owners in accordance with the terms of Article VII of the By-Laws. The initial regulations are set out in Article VI of the By-Laws and they will be effective from and after the recording of the By-Laws in Monroe County Clerk's Office until amended by a document also to be recorded in that office. No regulation or amendment may impair, affect or limit the rights of any mortgages

unless the prior written consent of such mortgagee has been obtained.

G. Sale, Lease or Mortgage: Each Unit owner may sell, lease or mortgage his or her Unit to whomever he or she desires without restriction and on whatever terms he or she can obtain.

ARTICLE IX CERTIFICATION BY BOARD OF MANAGERS

Upon request by a Unit owner or by a prospective purchaser or lessee of a Unit, the Board of Managers shall provide a written statement certifying the kind and amount of any special assessment as well as the current Common Charges assessed against the Unit. The statement shall further certify either that there are no unpaid special assessments and Common Charges outstanding against the Unit as of the date of the statement or, if there are, the kind and amount of such unpaid special assessments or Common Charges. Neither the Unit owner nor the Purchaser nor lessee of a Unit who has requested and received such a statement from the Board of Managers shall be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid special assessments or Common Charges against such Unit in excess of the amount certified in such statement.

ARTICLE X ADMINISTRATION

The administration of the Condominium Property shall be governed by the following provisions:

A. Governing Body: The Condominium shall be governed by a Board of Managers consisting of five persons elected in accordance with Article IV of the By-Laws. For a period of one (1) year after the closing of the first Unit, or until thirty-three (33) of the Units have been sold by Sponsor and closings completed, whichever occurs sooner, the Sponsor shall select the Board of Managers.

B. By-Laws: The By-Laws of the Condominium are attached to this Declaration as Schedule "B" and shall become effective upon their recording in Monroe County Clerk's Office. They may be amended and new By-Laws may be adopted in accordance with Article VII thereof.

C. Powers and Duties of Board of Managers: The powers and duties of the Board of Managers are established by the Condominium Act, this Declaration and the By-Laws. In addition, the Board shall have such implied powers as may reasonably be required for the effective administration of the Condominium.

The powers and duties of the Board of Managers shall be exercised in the manner prescribed by the By-Laws provided that any duties or rights of the Board which are granted by or to be exercised in accordance with the provisions of the Condominium Act or this Declaration shall so be exercised.

D. Determinations by the Board of Managers: Unless the vote of a greater number is required by this Declaration or the Condominium Act, the votes cast by a majority of the Managers at a meeting at which a quorum is present, or the unanimous written consent of the Managers, shall constitute the decision of the Board of Managers. A quorum shall consist of the presence of three or more Managers at such meeting.

E. Notice or Demands: Notices or demands for any purpose shall be given in the manner provided in this Declaration and the By-Laws.

F. Service of Process: Service of process in connection with any legal action commenced against the Condominium or against its Board of Managers may be made upon the President or Secretary of the Condominium at the Unit in which he or she resides or by delivery to the offices of the Condominium.

G. Funds Held by Board: All funds received by the Board of Managers of the Condominium and the proceeds of such funds shall be held by the Board for the benefit of the Unit owners and shall be used for the purposes stated in this Declaration and the By-Laws.

ARTICLE XI INSURANCE

The insurance of the Condominium shall be governed by the provisions which follow:

A. Authority to Purchase: Except builder's risk and other required insurance furnished by Sponsor during the conversion of the building into the Condominium.

all insurance policies for the Condominium shall be purchased by the Board of Managers for the benefit of the Unit owners and their respective mortgagees, as their interest may appear. A certificate of insurance with a New York Standard Mortgagee Endorsement shall be issued to the holder of a first mortgage lien on a Unit and each policy shall include a waiver of the right of subrogation as to claims against individual Unit owners, the Unit owners as a group, and the Board of Managers and its respective officers, employees and agents. All policies and endorsements shall be kept by the Board of Managers.

B. Authority to Adjust: The Board of Managers is and shall be the agent for each Unit owner, each mortgagee, other named insureds and each of their respective beneficiaries and any other holder of a lien or other interest in the Condominium for the purposes of adjusting and settling any and all claims which may arise under the insurance policies purchased by the Board. The Board shall further have the authority to execute and deliver releases upon the payment of any claim or claims.

C. Unit Owner's Right to Purchase Insurance Coverage: Each Unit owner is encouraged to buy insurance, at his or her expense, for the protection of any fixtures, appliances, equipment or decorative finishing materials which have been specially ordered for his or her Unit or the Restricted Common Elements appurtenant to the Unit, as well as for the protection of his or her personal property since the Board of Managers will not buy insurance for these items. Each Unit owner is further encouraged to buy additional public liability insurance for his or her protection.

D. Each endorsement or policy of insurance bought by a Unit owner shall contain the same waiver of subrogation as the discussed in paragraph A above and each policy shall further provide that it will not in any way affect or diminish the coverage under the insurance policies purchased and held by the Board of Managers. In order to ensure compliance with these provisions each Unit owner shall deliver a copy of any insurance policy bought by him or her to the Board of Managers.

E. Coverage of Insurance Policies Obtained by the Board of Managers:

1. Property Insurance: The Condominium Property shall be insured in an amount equal to its replacement value as determined at least once

in any three year period by the insurance company affording the coverage. Such coverage shall include:

- a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and
- b) such other risks as are customarily covered with respect to structures similar to the building in construction, location and use including, but not limited to, vandalism, malicious mischief, windstorm and additional perils.

2. Public Liability and Property Damage: Insurance covering public liability and property damage shall be provided in such amounts and in such forms as shall be determined sufficient by the Board of Managers.

3. Worker's Compensation: Should workers' compensation insurance be required by law for the Condominium, a workers' compensation insurance policy meeting any such requirement shall be procured by the Board of Managers.

4. Fidelity Insurance: The Board of Managers are free to decide whether or not it will obtain insurance against misappropriation of Condominium funds.

5. Cross-Liability Endorsements: All policies of liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit owners as a group (and/or the Board of Managers) to an individual Unit owner, and cross-liability endorsements to cover liabilities of an individual Unit owner to the Unit owners as a group (and/or the Board of Managers).

F. Premiums: Premiums for insurance policies purchased by the Board of Managers shall constitute a Common Expense.

G. Insurance Trustee: The insurance policies purchased by the Board of Managers shall be for the benefit

of the Condominium, the Unit owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds be payable to the Board of Managers, as Insurance Trustee. The Board, as Insurance Trustee, shall receive such proceeds and hold the same in trust for the benefit of the Condominium, the Unit owners and their respective mortgagees in the following shares:

1. Common Elements: Proceeds on account of damage to Common Elements - for each Unit owner in accordance with such owner's percentage interest in the Common Elements.

2. Units: Proceeds on account of damage to the Units:

a) Partial or total destruction of the Condominium Building (where the Building is to be restored). The share of the owners of each damaged unit shall be in proportion to the cost of repairing the damage suffered by such Unit.

b) Total Destruction of the Condominium Building: (Where 75% or more of the Building is destroyed and a determination is made pursuant to Article XII and Article XVIII of this Declaration not to repair or restore the Building.) The share of each Unit shall be equal to his or her percentage interest in the Common Elements.

The Board of Managers shall certify each Unit owner's share, and such certification shall be binding upon the owner.

H. Distribution of Proceeds: Proceeds of insurance policies received by the Board of Managers, as Insurance Trustee, shall be distributed to or for the benefit of the Unit owners, in the following manner:

1. Reconstruction or Repair: If the damage for which the insurance proceeds were paid is to be repaired and reconstructed such proceeds shall be used by the Board first to pay for the cost of repair and reconstruction of the Condominiums

and thereafter to pay for the cost of repair and reconstruction of the Units.

2. Determination not to Reconstruct or Repair: If it is determined in accordance with Articles XII and XVIII of this Declaration that the damage for which the insurance proceeds were paid shall not be reconstructed or repaired, the proceeds held by the Board of Managers shall be distributed to the Unit owners in accordance with their respective percentage interests in the Common Elements. No such distribution shall, however, be made to a Unit owner unless there is first paid out of his or her share (i) all amounts due, with interest, on any mortgage against his or her Unit, and (ii) any unpaid Common Charges, special assessments and other Lien against his or her Unit, together with the interest charges and fees attributable thereto. In addition, no such distribution shall be made until the Board of Managers has either arranged and paid the costs of the demolition of the remains of the building or arranged for a bona fide sale of the Condominium Property and the expenses of any such demolition or sale shall be paid out of the proceeds of insurance held by the Board.

ARTICLE XII RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

A. Responsibility: If the building or any part thereof is damaged by fire or other casualty, it shall be reconstructed or repaired except in the case of total destruction (75% or more of the building) in which case this Condominium may be terminated in accordance with Article XVIII of this Declaration.

B. Plans on Reconstruction: Any reconstruction or repair shall be substantially in accordance with the Plans as modified by then good building practices.

C. Encroachments: Encroachments which may be created as a result of reconstruction or repair shall not give rise to a claim or legal cause of action on the part of any Unit owner, provided that the reconstruction or repair was done substantially in accordance with the Plans. Such encroachments shall be allowed to continue in existence for so long as the building stands.

D. Responsibility for Reconstruction and Repair: The Board of Managers shall arrange and be responsible for all reconstruction and repair upon damage by fire or other casualty. The Board must, however, consult each Unit owner and, to the extent possible, comply with any requests made by them regarding the reconstruction or repair of his or her Unit.

E. Procedure:

1. Estimate of Costs: Immediately after a casualty the Board of Managers shall obtain reliable and detailed estimates of the cost of reconstructing or restoring the damaged property. Such costs may include professional fees and premiums for such bonds as the Board of Managers desires.

If the proceeds of insurance are not sufficient to pay for the estimated cost of reconstruction and repair, a special assessment shall be made against the Unit owners in an amount sufficient to provide the necessary funds. Similarly, if at any time during reconstruction and repair, or upon completion of reconstruction and repair, it appears that the funds available are insufficient to pay for the costs thereof, a special assessment shall be made against the Unit owners in an amount sufficient to provide the necessary funds.

2. Construction Funds: The funds held by the Board of Managers for payment of the cost of reconstruction and repair after casualty shall be disbursed in payment of such cost to the contractors, suppliers and personnel doing the work or supplying the materials or services required.

3. Payments and Surplus: The cost of reconstruction and repair shall be paid first from insurance proceeds and thereafter from special assessments, if required. If there is a balance remaining after payment of all costs of reconstruction and repair such balance shall be distributed jointly to the Unit owners in accordance with their respective percentage interest in the Common Elements and their mortgages.

4. Allocation: When the damage is to both the Common Elements and the Units, the insurance proceeds shall be applied first to the costs of repairing or reconstructing the Common Elements and thereafter, to the cost of repairing or reconstructing the Units.

ARTICLE XIII
REAL ESTATE TAXES

The assessment of each of Units for real estate taxes are governed by the provisions of §339-y of the Condominium Act, but the Sponsor can make no warranty or representation that the assessing entity will comply with this law.

ARTICLE XIV
ASSESSMENTS

Assessments against the Unit owners shall be made by the Board of Managers and shall be paid by the Unit owners in accordance with the following provisions:

A. Assessment for Common Expenses: Each Unit owner shall be liable for a share of the Common Expenses as assessed for the purpose of securing the proper management, maintenance and operation of the Condominium. Such share shall correspond to his or her percentage interest in the Common Elements.

B. Special Assessments: Each Unit owner shall further be liable for a share of any special Assessment made by the Board and authorized by this Declaration or the By-Laws. Such share shall also correspond to his or her percentage interest in the Common Elements.

C. Accounts: All sums collected by the Board of Managers from its assessments may be deposited in a single fund. The Board shall, however, establish the following accounts for bookkeeping purposes:

1. Common Expense Account - to which shall be credited collections of assessments for all Common Expenses.

2. Alteration and Improvement Account - to which shall be credited all sums collected from a special assessment for alterations and improvement of and to the Common Elements.

3. Reconstruction and Repair Account - to which shall be credited all special assessments for reconstruction and repair.

4. Emergency Account - to which shall be credited all special assessments for emergencies as well as the cost of any litigation.

5. Contingency Account - to which shall be credited all other assessments and any surplus which may be set aside for contingencies.

D. Assessments for Common Expenses: For so long as the Sponsor is entitled to select the members of the Board of Managers, the Sponsor shall determine and assess all Common Expenses. When the Sponsor is no longer entitled to select the Board of Managers, the Board shall make an assessment for Common Expenses at its first meeting thereafter. Each Unit owner shall be liable for the payment of a share of these Common Expenses corresponding to his or her percentage interest in the Common Elements. Such share shall constitute a Common Charge against his or her Unit and shall be due and payable in equal monthly installments commencing on the first date on which the assessment is made and ending on December 1 the same year.

Thereafter, all assessments for Common Expenses shall be made annually and in advance for each calendar year on or before which the assessment is made. The Common Charges derived from such annual assessment shall be payable in twelve equal consecutive monthly payments due on the first day of each month, beginning with January of the year for which the assessment is made.

If the annual assessment for Common Expenses is not made as required, each Unit owner shall continue to make his or her monthly installment payments of the Common Charge pursuant to the immediately preceding assessment until changed by a new assessment for Common Expenses.

E. Special Assessments: Special assessments shall be made in accordance with the provisions of the Condominium Documents, and if the time of payment is not prescribed by the Condominium Documents, the same shall be determined by the Board of Managers.

F. Special Assessments for Emergencies: Special assessments for the cost of emergencies and litigation shall be made by the Board of Managers as the need therefor arises.

G. Assessment Roll: The total assessment against the Unit owners together with each Unit owner's proportionate share thereof shall be kept in a book of

assessments which shall be available in the office of the Condominium for inspection at all reasonable times by Unit owners or their duly authorized representatives. Such book shall indicate for each Unit the name and address of the owner or owners, the amount of the Common Charge against the Unit, the amount of monthly installments due from the Unit owner together with a record of paid and unpaid installments. The book shall also include the amount of any special assessments against the Units together with a record of each Unit's share of such assessment and any paid and unpaid installments thereof.

H. Liability for Assessments: The Board of Managers, on behalf of the Unit owners, shall have a lien on each Unit for unpaid Common Charges and special assessments, together with the interest thereon. This lien shall be prior to all other liens except: (1) liens for taxes on the Unit in favor of any assessing entity, school district, special district, county or other taxing unit, and (2) all sums unpaid on a first mortgage of record. Upon the sale or conveyance of a Unit, all unpaid Common Charges and special assessments shall be paid out of the sale proceeds or by the grantee. This liability may not be avoided by a waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the assessments have been made.

I. Lien for Assessments: The lien for unpaid Common Charges and special assessments shall arise when a verified notice claiming the lien has been recorded by the Board of Managers in the Office of the Clerk of the County of Monroe stating the name and address of the Condominium, the liber and page of record of the Declaration, the name of the record owner of the Unit, the Unit designation, the amount due and the date when due.

The item when so filed shall continue in effect until all the sums secured by it, with interest, shall have been fully paid or until the expiration of six years from the date of filing, whichever occurs first. Upon payment of the amount secured by the lien, the Unit owner shall be entitled to an instrument duly executed and acknowledged by the Board of Managers certifying to the fact of payment.

J. Interest: Special Assessments and installments of the Common Charges which are paid on or before fifteen (15) days after the date when due shall not bear interest but all sums not so paid on or before fifteen (15) days after the date when due shall bear interest from

the date when due until paid at 10% per annum or the maximum rate of interest per annum then permitted under applicable law to be charged to individuals, whichever is less. All payments made shall be applied first to interest due, if any, and then to the special assessment or Common Charge payment first due.

K. Suit: The Board of Managers, on behalf of the Unit owners and in its discretion, may enforce collection of due and unpaid assessments by legal action or foreclosure of any lien securing such assessments, or by any other available legal proceeding. The Board shall be entitled to recover in such action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with the interest accrued and unpaid thereon and all costs incident to the collection, action, suit or proceeding, including reasonable attorneys fees.

If the Board of Managers decides to foreclose a lien securing unpaid special assessments or Common Charges, such foreclosure action shall be brought in the name of the Board of Managers. The Board of Managers, acting on behalf of the Unit owners, shall have power to bid in the Unit at the foreclosure sale and to acquire and hold, lease, mortgage or convey the same.

ARTICLE XV COMPLIANCE AND DEFAULT

Each Unit owner shall comply strictly with the terms of the Condominium Documents.

A. Legal Proceeding: Failure to comply with any of the terms of the Condominium Documents shall be grounds for relief which may include an action to recover sums due, an action for damages, injunctive relief, foreclosure of lien, or any combination thereof, and such relief may be sought by the Board of Managers on behalf of the Unit owners or, if appropriate, by an aggrieved Unit owner.

B. Cost and Attorneys' Fees: In any legal action or other proceeding started because of the failure of a Unit Owner to comply with the terms of the Condominium Documents, the successful party shall be entitled to recover the costs of such action or proceeding as well as reasonable attorneys' fees.

C. No Waiver of Rights: Even if the Board of Managers does not exercise or enforce any rights, remedies

or privileges granted by the Condominium Documents, the Board will still have those rights, remedies and privileges and may exercise or enforce them in the future.

D. Cumulative Rights: All rights, remedies and privileges granted to the Board of Managers or a Unit owner by the terms of the Condominium Documents shall be separate and cumulative. The Board or Unit owner may exercise and enforce one or more of these rights, remedies or privileges, one at a time or all at once.

ARTICLE XVI LIABILITY FOR DAMAGE AND INDEMNIFICATION

Each Unit owner shall be bound by the following provisions on liability for damages and indemnification:

A. Liability for Damage: Each Unit owner shall be liable for the expense of any maintenance, repair or reconstruction required because of his or her act, neglect, or carelessness, or that of any member of his or her family or his, her or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of the insurance carried by the Condominium. Such liability shall extend to any increase in fire insurance rates occasioned by the use, misuse, occupancy or abandonment of a Unit or the Common Element. Nothing in this section shall, however, be interpreted so as to nullify or modify any waiver of subrogation rights, contained in the insurance policies purchased by the Board of Managers for the Condominium.

B. Indemnification: If a person were to suffer bodily injury or property damage while physically within a Unit or Restricted Common Element and such injury or damage results in a claim or suit against any other Unit owner or owners or against the Board of Managers or any of its officers, agents or employees, then the owner of the Unit or Restricted Common Element within which the injury or damage occurred shall to the extent that such injury or damage is not covered by the public liability insurance purchased by the Board of Managers: (1) indemnify and hold harmless the other owner or owners, the Board of Managers and any of its officers, agents or employees against whom the claim or suit is brought, and (2) defend, at his or her own cost, any litigation resulting therefrom. There shall, however, be no obligation to indemnify and defend any Unit owner or owners or person whose negligence or willful misconduct caused or contributed to the injury or damage.

C. Indemnification - Acts and Decisions by the Board of Managers: To the full extent authorized by law the Unit owners shall indemnify and hold harmless any person made a party in any civil or criminal action or proceeding by reason of the fact that he, she, his, her or their testator or intestate is or was a Manager on the Board of Managers.

ARTICLE XVII AMENDMENTS

Except for alterations in each Unit owner's percentage interest in the Common Elements, which shall require the consent of all Unit owners and their mortgagees, this Declaration may be amended in the following manner:

A. Notice: The Board of Managers, or a group of not less than ten (10) Unit owners, shall issue a notice to all Unit owners stating:

- (1) The time and place of a meeting to consider the proposed amendment; and
- (2) The subject matter of the proposed amendment.

Such notice shall be subscribed by an authorized Manager, where issued by the Board of Managers, or at least ten (10) Unit owners, where issued by Unit owners.

B. Resolution: A resolution adopting a proposed amendment may be passed at such meeting upon an affirmative vote in favor of such Resolution by owners of not less than a two-thirds (2/3) interest in the Common Elements, subject, however, to the written approval by all first mortgagees of record where the Amendment would impair or adversely affect the security held by such mortgagees.

C. Amendment by Written Consent: An amendment may also be adopted by the unanimous written consent of the Unit owners subject to the written approval by all first mortgagees of record where the Amendment would impair or adversely affect the security held by such mortgagees. This manner of adopting an amendment is as alternative to the adoption of an amendment by meeting of the Unit owners.

D. Recording: A copy of each amendment, once adopted, shall be certified by the officers of the Board of Managers having been duly adopted and shall be effective when recorded in the Office of the Clerk of the County of Monroe, New York. Copies of each such amendment shall be sent or delivered to the Unit owners and no amendment shall be effective unless it has been so sent or delivered. A copy of the amendment must also be sent or delivered to each holder of a first mortgage where the amendment would impair or adversely affect the security of such mortgage.

E. Restrictions of Amendments: For so long as Sponsor owns one or more Units, this Declaration may not be amended so as to impair or adversely affect Sponsor's interests without Sponsor's prior written consent.

ARTICLE XVIII TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

A. Voluntary Termination: The Condominium may be terminated if the owners of at least a an 85% interest in the Common Elements vote in favor of such termination at a special meeting called in accordance with the provisions of the By-Laws subject, however, to the written approval of all first mortgagees. The termination shall become effective upon the recording in the Monroe County Clerk's office of a certificate of termination executed by the Unit owners who voted in favor of the termination and all first mortgagees.

B. Involuntary Termination: If it is determined by a vote of the owners of at least a 75% interest in the Common Elements at a special meeting of the Unit owners called in accordance with the provision of the By-Laws that the building shall not be reconstructed or repaired after 75% or more of the building has been damaged by fire or other casualty, or after 75% or more of the building has been taken under the power of eminent domain, the Condominium shall be terminated.

C. Effect of Termination: After termination of the Condominium, the Unit owners shall own the Condominium Property as tenants in common in undivided shares and the holders of mortgages and liens against the Units shall have mortgages and liens upon the respective undivided

share of the Unit owners. The share of each Unit owner shall be equal to his or her percentage interest in the Common Elements.

Following termination, the Condominium Property may be partitioned and sold upon the application of any Unit owner. If the Board of Managers, however, receives and determines to accept an offer for the sale of the entire Condominium Property, each Unit owner shall be bound by such determination and shall execute all deeds and other documents which may be reasonably required to effect the sale in such forms and at such time as the Board of Managers shall direct. In such event, an application for partition or other division of the Condominium Property shall be set aside and if the sale is completed and the title to the Condominium Property is transferred to the purchaser, such application shall be deemed withdrawn in its entirety. The proceeds of any such sale, less the expenses of sale, shall be paid to the Board of Managers.

D. Distribution to Unit Owners: If the Condominium has been terminated and the Condominium Property sold, then the Board of Managers shall distribute the net proceeds of the sale to the Unit owners in shares equal to their respective percentage interests in the Common Elements. No distribution shall, however, be made to a Unit owner unless there is first paid out of his or her share (1) all amounts due, with interest, on any mortgage against his or her Unit, and (2) any unpaid Common Charges, special assessments or other lien against his or her Unit together with the interest charges and fees attributable thereto.

E. Powers of Board of Managers: The Board of Managers shall continue to have the powers granted to it by this Declaration and the By-Laws after the Condominium has been terminated.

ARTICLE XIX COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Property shall be construed to be covenants running with the land and every Unit owner, tenant or person who claims an interest in the Condominium Property and their respective heirs, distributors, successors and assigns shall be bound by each and every provision of the Condominium Documents.

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**ARTICLE XX
LIENS**

A. Protection of Property: All liens against a Unit other than a first mortgage lien and real property taxes shall be satisfied or otherwise removed of record within 30 days from the date on which such lien was filed, recorded or docketed.

B. Notice of Lien: A Unit owner shall give notice to the Board of Managers of every lien against his or her Unit, other than a first mortgage lien or one for real property taxes, within five (5) days after such lien has been filed, recorded or docketed.

C. Notice of Suit: Unit owners shall give notice to the Board of Managers of every suit or other proceeding which will or may affect the title to his or her Unit.

D. Effect of Failure to Comply with Article: Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

**ARTICLE XXI
JUDICIAL SALES**

A. Validity: No judicial sale of a Unit shall be valid unless the sale is a result of a public sale with open bidding.

B. Redemption by Board of Managers: In the event an action is started for the foreclosure of a mortgage or other lien against a Unit, the Board of Managers shall have the right, but not the obligation, to either stop such action by paying to the mortgagee or lienor the amount due under the mortgage or lien being foreclosed or to purchase the Unit at the public sale. Any such payment or purchase shall be made by the Board on behalf of the Unit owners. If the Board chooses to pay the amount due under the mortgage or lien then the Board shall have the right to collect the amount paid from the Unit owner involved and the right to file a lien in that amount against the Unit in accordance with the procedures described in Article XIV of this Declaration. If the Board chooses to purchase the Unit at a public sale, the Board shall, upon such purchase, have absolute title to the Unit and shall have the right to hold, lease or sell the Unit upon such terms as it deems advisable.

ARTICLE XXII
CONDEMNATION

If an action in eminent domain is started for the taking of all or part of the Condominium, the award for such taking shall be payable as follows:

A. If the award is for the taking of the entire Condominium, the full amount of such award shall be paid to the Board of Managers, as Trustee, for distribution to each Unit owner in a proportion equal to his or her percentage interest in the Common Elements. No distribution shall, however, be made to a Unit owner unless there is first paid out of his or her share (i) all amounts due, with interest, on any mortgage against his or her Unit, and (ii) any unpaid Common Charges, special assessments and other liens against his or her Unit, together with the interest charges and fees attributable thereto.

B. If the award is for the taking of only a part of the Condominium Property and is less than \$10,000.00, the entire award shall be paid to the Board of Managers, as Trustee, for distribution to the Unit owner or owners whose Unit or part thereof has been taken. No distribution shall, however, be made to a Unit owner without (a) the prior written consent of the mortgagee of his or her Unit and (b) there first having been paid out of his or her share of the award, all unpaid Common Charges, special assessments and other liens against his or her Unit, together with any interest charges or fees attributable thereto. If the taking includes a part or parts of the Common Elements then so much of the award as is allocable to the taking of the Common Elements shall be held by the Board of Managers to reduce the Common Charges for the next succeeding fiscal year.

C. If the award is for the taking of only part of the Condominium Property and is in excess of \$10,000.00, it shall be distributed to (a) each Unit owner whose Unit has been taken in the proportion that the value of the taking of his or her Unit bears to the value of the taking of all Units; and (b) to all Unit owners to the extent that the Common Elements have been acquired in proportion to their respective percentage interest therein; provided, however, that no distribution shall be made to a Unit owner unless there is first paid out of his or her share (i) the amount due, with interest, on any mortgage against the Unit, and (ii) any unpaid assess-

ment or other lien against his or her Unit, together with the interest charges and fees attributable thereto.

**ARTICLE XXIII
SEVERABILITY RELATING TO CONDOMINIUM DOCUMENTS**

If any term, provision, phrase, section, article or other part of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, phrase, section, article or other part of the Condominium Documents.

**ARTICLE XXIV
UNIT DEEDS**

Any transfer of title to a Unit shall include all ownership rights of such Unit in and to the Common Elements, the Restricted Common Elements and parking space assigned to such Unit and any other appurtenances thereto, and shall include a clause wherein the grantee assumes and agrees to be bound by and comply with all provisions of the Declaration and By-Laws. Such deed shall be executed by the grantee for the purpose of evidencing the grantee's agreement to be so bound.

**ARTICLE XXV
CAPTIONS**

The captions in the Condominium Documents are only used as matter of convenience and shall not be relied upon or used to interpret the meaning of the text of the Condominium Documents.

**ARTICLE XXVI
GENDER, SINGULAR, PLURAL**

Whenever the context permits, the use in the Condominium Documents of the plural shall include the singular, the use of the singular shall include the plural, and the use of any gender shall include all genders.

ARTICLE XXVII
SEVERABILITY RELATING TO DECLARATION

If any term, provision, phrase, section, article or other part of this Declaration is determined to violate or be in conflict with the law of the State of New York, then the law shall be deemed controlling but the validity of the remainder of this Declaration shall not be affected by such violation or conflict.

IN WITNESS WHEREOF, Sponsor has executed this Declaration this 7th day of May, 1986.

THE CARUSO DEVELOPMENT CO., INC.

By: Paul Moyer VP.

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this 7th day of May, 1986, before me personally came Paul Moyer, to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York; that he is the Vice President of The Caruso Development Co., Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed hereto is such corporate seal and is affixed by order of the Board of Directors, and that he signed his name thereto by order of the Board of Directors.

Anthony J. Mastrodonato
NOTARY PUBLIC

ANTHONY J. MASTRODONATO
NOTARY PUBLIC, State of N.Y., Monroe County
My Commission Expires 04/01/1988

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, County of Monroe and State of New York, being more particularly described as follows:

Beginning at a point in the west street line of LaGrange Avenue 676.44' south of the south street line of Ridgeway Avenue.

Thence (1) continuing south along the west street line of LaGrange Avenue a distance of 451.80' to a point.

Thence (2) Westerly forming an interior angle of $89^{\circ}58'25''$ with the last described course a distance of 209.86' to a point;

Thence (3) Northerly forming an interior angle of $90^{\circ}03'22''$ with the last described course a distance of 29.17' to a point.

Thence (4) Westerly forming an interior angle of $269^{\circ}53'58''$ with the last described course, a distance of 118.53' to a point.

Thence (5) Northerly forming an interior angle of $90^{\circ}09'29''$ with the last described course a distance of 421.99' to a point.

Thence (6) Easterly forming an interior angle of $90^{\circ}00'00''$ with the last described course a distance of 329.05' to the west street line of LaGrange Avenue being the point of beginning.

Hereby intending to describe a parcel of land being Lot AR-32B as shown on a map entitled Municipal Resubdivision #85-01.

BY-LAWS
OF
CASTLEMAN COURT CONDOMINIUMS

ARTICLE I
IDENTITY

A. The Condominium: These are the By-Laws of Castleman Court Condominium (the "Condominium") located at 409 LaGrange Avenue in the City of Rochester, County of Monroe, New York. They constitute Schedule "B" to the Declaration of the Condominium which was recorded in the Monroe County Clerk's Office on MAY 9, 1986, in Liber 2876 of Deeds, at page 55.

B. Government: These By-Laws establish the methods by which the Condominium shall be governed.

C. Office: The office of the Condominium shall be at the Unit owned or occupied by the then current President of the Condominium.

D. Fiscal Year: The fiscal year of the Condominium shall be the calendar year.

E. Definition: All terms for which a definition has been given in Article III of the Declaration shall have the same definition when used in these By-Laws.

ARTICLE II
BOARD OF MANAGERS

A. Membership and Election: The Condominium shall be governed by a Board of Managers. For so long as Sponsor, pursuant to Article X of the Declaration, is entitled to select the Managers, there may be as few as one Manager. Thereafter, the Board shall consist of five Managers, each of whom must be an owner of a Unit at the Condominium. The election of Managers shall be made by the Unit owners each year in accordance with Article IV Section II (B) of these By-Laws.

B. Term: Each Manager shall serve for one year or until the next annual meeting of the Unit owners, whichever occurs first.

C. Removal: Any Manager may be removed for cause by the remaining Managers of the Board before his or her term expires. Any Manager shall further be automatically removed from the Board if foreclosure proceedings are commenced against his or her Unit or if he or she ceases to own a Unit in the Condominium.

D. Vacancy: In the event of a vacancy on the Board of Managers, the Board shall by majority vote to elect a Manager to fill such vacancy for the remainder of the term, but if the Board were to be unable to make such election, it shall call a special meeting of the Unit owners for the election of such Manager in accordance with the proceedings described in Article IV Section C.

E. Right to Vote: Each Manager shall have one vote.

F. Powers and Duties: The Board of Managers shall have all the powers and duties given the governing body of the Condominium by the provisions of the Declaration and Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"). These powers and duties shall be exercised in accordance with the provisions of the Declaration and the Condominium Act and shall include, but not be limited to, the following:

a) to make and collect (i) an annual assessment for Common Expenses against the Unit owners to pay for the cost of maintenance and operation of the Condominium and (ii) such special assessments against the Unit owners as may be required;

b) to use the proceeds of all assessments in the exercise of its powers and duties;

c) to assure the maintenance, repair, replacement, operation, improvement and alteration of the Common Elements;

d) to enter into any Unit during reasonable hours for the purpose of (i) performing such emergency repairs therein as may be necessary to prevent damage to the Common Elements or another Unit or Units, (ii) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity, or (iii) carrying out its responsibilities under the terms of the Declaration, the Condominium Act and these By-Laws. This right of entry shall

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be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the possession, use and enjoyment of the owner or occupant of the Unit and shall, whenever possible, be preceded by reasonable notice to such owner or occupant;

e) to assure the reconstruction of improvements after condemnation or damage by fire or other casualty;

f) to propose amendments to the Declaration and these By-Laws;

g) to enforce the provisions of the Declaration and these By-Laws by equitable or legal means;

h) to purchase and maintain insurance for the Condominium in accordance with the requirements of the Declaration;

i) to adjust and settle, as agent for the Unit owners, all claims arising under the insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims;

j) to act as Insurance Trustee and to hold and distribute insurance proceeds received in accordance with the terms of the Declaration;

k) to pay the cost of all heat, electricity, water, sewer and other utility services rendered to the Condominium and not billed directly to the Unit owners;

l) to employ personnel for reasonable compensation and to retain or contract for the services required for the proper management and administration of the Condominium;

m) to contract for the management of the Condominium and to delegate to such manager the powers which are necessary to effective management;

n) to borrow money for the benefit of the Condominium and to execute and deliver in the name of the Condominium promissory notes, bonds,

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debentures, deeds of trust, mortgages, pledges or other evidences of debt or security therefor;

o) to acquire, on behalf of the Unit owners and in the name of the Board of Managers or in the name of a designee, any Unit pursuant to the Declaration and to convey, lease, or hold it upon such terms and conditions as the Board shall deem advisable.

G. Method of Calling Meetings:

a) Regular meetings of the Board of Managers shall be held at such time and place as may be determined from time to time by the Board. Notice of regular meetings shall be given to each Manager personally or by mail, telephone or telegram at least 10 days prior to the day of the meeting unless such notice is waived. The first regular meeting held in each calendar year shall be the annual meeting of the board.

b) Special meetings of the Board of Managers may be called by the President and must be called by the Secretary at the written request of any two managers. Not less than three days' notice of such special meeting shall be given personally or by mail, telephone or telegram, except in the case of emergency.

c) Any Manager may waive the right to receive notice of a meeting either before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

d) All notices shall state the time, place and purpose of the meeting.

ii. Quorum: A quorum at a meeting of the Board of Managers shall consist of the presence of three or more Managers at such meeting. Once the requirements for a quorum have been met at a meeting, such quorum shall not be broken by the subsequent departure or withdrawal of a Manager from such meeting. If at a meeting of the Board of Managers there be less than a quorum present, the Managers present shall adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

I. Determination by the Board of Managers: The votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers.

J. Action Without Meeting: Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting if all the Managers of the Board of Managers consent in writing. Such consent must be filed with the minutes of the proceedings of the Board of Managers.

K. Officers: The officers of the Condominium shall be a President, Secretary and Treasurer. They shall be elected by the Board of Managers at the annual meeting of the Unit owners from and among the Managers of the Board and they shall hold office for a term of one year or until the next annual meeting and until their respective successors have been elected. Officers may be removed and replaced by vote of the Managers at any meeting. Any person may hold two offices except that the President shall not also be Secretary. The Board of Managers may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Condominium.

a) The President shall be the chief executive officer of the Condominium and shall preside over the meetings of the Board of Managers and of the Unit owners. He or she shall have all the powers and duties which are usually vested in the office of the president, including, but not limited to the power to appoint committees from and among the Managers, the Unit owners and residents of the Condominium as may be necessary or helpful in the conduct of the affairs of the Condominium.

b) The Secretary shall keep the minutes of all proceedings of the Board of Managers and of the Unit owners. He or she shall send to the Managers all notices required by these By-Laws and other notices required by law. He shall have custody of the seal of the Condominium and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Condominium, except those of the Treasurer, and shall perform all other duties incident to the office of secretary, and as may be required by the Managers or the President. In the absence or disability

of the President, he shall exercise the powers and perform the duties of the President.

c) The Treasurer shall have custody of all property of the Condominium, including funds, securities and promissory notes or other evidences of indebtedness. He shall keep the assessment rolls and accounts of the Unit owners; he shall keep the books of account of the Condominium in accordance with good accounting practices; and he shall perform all other duties of the office of treasurer.

L. Compensation: The compensation, if any, of all officers and employees of the Condominium shall be fixed by the Board of Managers; provided that no Manager shall be entitled to compensation for his services as a Manager but shall be reimbursed only for any out-of-pocket expenses incurred in behalf of the Condominium. This provision, however, shall not preclude the Board of Managers from hiring a Manager as an employee of the Condominium nor shall it preclude the Board from contracting with a Manager for services to the Condominium other than services in his or her capacity as Manager.

ARTICLE III FISCAL MANAGEMENT

The provisions for fiscal management of the Condominium described in the Declaration shall be supplemented by the following provisions:

A. Assessment Book: The assessment roll shall contain one account for each Unit. Such account shall have the name and address of the owner or owners, the amount of each assessment made against the Unit, the dates and amounts in which the assessments come due, all amounts paid and the balance due.

B. Budgets:

a) The Board of Managers shall adopt a budget each calendar year which shall contain the estimated costs of the management and operation of the Condominium. Such costs shall include, but not be limited to, the following items:

1. Maintenance and operation of the Common Elements such as landscaping.

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driveways, parking lots, walkways, the exterior of the School Building, and the like.

2. Common utility services.

3. Insurance.

4. General Administration and accounting.

5. Taxes which may be assessed against the entire Condominium until each Unit is separately assessed.

6. Contingency funds.

b) Copies of any proposed budget shall be sent to each Unit owner on or before December 1 of the year for which the budget is being made. If the proposed budget is later amended, a copy of any such amendment shall be furnished to each Unit owner.

C. Depository: The Board of Managers shall designate the bank or banks in which the funds of the Condominium deposited.

D. Reports: A report of the accounts of the Condominium, including a statement of receipts and expenditures, shall be made annually at the end of each fiscal year, by a certified public accountant, selected by the Board of Managers and a copy of the report, including the statement of receipts and expenditures for the year, shall be furnished to each Unit owner and to each Manager.

E. Fidelity Bonds: Fidelity bonds may be required by the Board of Managers for the officers and employees of the Condominium and from any contractor handling or responsible for Condominium funds. The amount of any such bond shall be as determined by the Board of Managers and the premium costs, unless paid by the contractor or employee involved, shall be a Common Expense.

ARTICLE IV MEETINGS AND POWERS OF UNIT OWNERS

A. First Meeting of Unit Owners: Within thirty days after the date on which Sponsor is no longer entitled to select the Board of Managers, the Sponsor shall call

the first meeting of the Unit owners. At such meeting, the Unit owners shall elect the Managers to the first elected Board of Managers, and the Managers chosen shall then serve until the next annual meeting of the Unit owners and until their respective successors have been elected.

B. Annual Meetings: An annual meeting of the Unit owners shall be held for the election of Managers to the Board of Managers and for the transaction of other business on such day in November in each year as shall be designated by the Board of Managers.

C. Special Meetings: Special meetings of the Unit owners shall be held from time to time when called by the Board of Managers or by the President or by five or more Unit owners.

D. Place of Meetings: All meetings of the Unit owners shall be held at the principal office of the Condominium or at such other place in the City of Rochester, Monroe County, New York, as may be designated by the Board of Managers.

E. Notice of Meeting: The Secretary shall give each Unit owner not less than seven days notice of any meeting of the Unit owners. Such notice shall be personally delivered or sent by mail or telegraph, and it shall state the time, place and purpose of the meeting. Any Unit owner may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

F. Right to Vote: Each Unit owner shall be entitled to vote at every meeting of Unit owners. In the event that more than one person or a corporation, partnership or other legal entity holds title to a Unit, then one person shall be designated in writing as the representative for the Unit. Votes are calculated in proportion to the interest in the common elements of the Unit owners voting.

G. Quorum: A quorum at any annual or special meeting of Unit owners shall consist of the presence of persons having at least a 50% interest in the Common Elements. Once a quorum is present at a meeting it is not broken by the subsequent departure or withdrawal of any Unit owner or owners from such meeting.

H. Adjourned Meeting: In the event of the absence of a quorum, the Unit owners present shall adjourn the meeting to another time and place and it shall not

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be necessary to give notice of the adjourned meeting if the time and place thereof is announced at the meeting at which such adjournment is made. If a quorum is present at the adjourned meeting, any business may be transacted that might have been transacted at the original meeting.

I. Voting:

1. Action by the Unit Owners: The votes of the Unit owners representing a majority of the interest in the Common Elements present at a meeting at which a quorum is present shall constitute the decision of the Unit owners except (a) for the election of Managers to the Board of Managers, and (b) as otherwise required by the Declaration or the Condominium Act.

2. Election of Managers: The Managers shall be elected to the Board of Managers by a plurality of the votes cast by the Unit owners at their annual meeting calculated in proportion to their common interest. Each Manager so elected must be a Unit owner of the Condominium.

J. Proxies: Any Unit owner may authorize another person or persons to act in his or her behalf by proxy, provided that such proxy must be in writing and executed by the Unit owner giving it. Such proxy shall be revocable at any time by written notice to the Secretary of the Condominium.

K. Action without Meeting: Any action required or permitted to be taken at any meeting of the Unit owners may be taken without a meeting by the unanimous written consent of the Unit owners.

ARTICLE V
INDEMNIFICATION

To the full extent authorized by law, the Unit owners shall indemnify and hold harmless any person made a party in any civil or criminal action or proceeding by reason of the fact that he or she is or was a Manager on the Board of Managers and/or an officer of the Condominium.

ARTICLE VI
RULES AND REGULATIONS

A. Rules and Regulations: The following rules and regulations shall govern the use of the Units and the

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Common Elements as well as the conduct of the Unit owners and residents of the Condominiums:

1. The sidewalks, entrances, driveways and parking lot must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises.

2. No awnings or other projections shall be attached to the outside walls of the buildings without the prior written consent of the Board of Managers.

3. No baby carriages, velocipedes, mopeds or bicycles shall be allowed to stand on the sidewalks, entrances or driveways of the Condominium, but shall be kept within the respective Unit and/or parking lot.

4. No Unit owner shall allow anything whatever to fall from the windows or doors of the premises nor sweep or throw any dirt or other substances from his or her Unit onto any of the Common Elements.

5. No Unit owner shall play, or permit to be played, within his or her Unit or any of the Common Elements of the Condominium, any musical instruments, tape recorder, phonograph hi-fi, stereo, radio or other type of equipment for producing sound between the hours of twelve o'clock midnight and eight o'clock a.m.

6. No radio or television antenna or any other antenna shall be installed without the written permission of the Board of Managers. Any antenna installed on the roof or exterior walls of the building without the consent of the Board of Managers, in writing, may be removed by the Board without notice to the owner.

7. No garbage, trash or cuttings shall be placed, stored or collected in any area other than that designated for such purpose.

8. No boats, trailers, snowmobiles or other seasonal vehicles shall be left or stored in the parking lot or on any other part of the Condominium property.

B. Adoption of New Rules and Regulations: These rules and regulations may be amended or new ones adopted from time to time by affirmative vote of owners of at least a two-thirds (2/3) interest in the Common Elements. Any such amendments or new rules and regulations shall become effective when included in an amendment to

the Declaration and then only after such amendment to the Declaration has been recorded in the Office of the Clerk of the County of Monroe.

ARTICLE VII
AMENDMENTS TO BY-LAWS

Amendments to these By-Laws may be adopted by the Unit owners only and then only in the following manner:

A. The subject matter of a proposed amendment shall be included in the notice of the meeting of the Unit owners at which a proposed amendment is to be considered.

B. A resolution to adopt a proposed amendment must receive the affirmative vote of owners of a two-thirds (2/3) interest in the Common Elements.

C. In lieu of a meeting to adopt a proposed amendment, an amendment may be adopted by the unanimous written consent of the Unit owners.

D. The amendment shall become effective when included in an amendment to the Declaration and then only after such amendment to the Declaration has been recorded in the Office of the Clerk of Monroe County.

E. These By-Laws shall be amended, if necessary, so as to be consistent with the provisions of the Declaration of Condominium.

STATE OF NEW YORK
MONROE COUNTY, SS.

RECORDED ON 12/28/92
TIME 10:28:00
BOOK 1178 PAGE 55
REEL FR

DEED
AND EXAMINED
PATRICIA L. MCCARTHY
MONROE COUNTY CLERK

RECORDED
Time: _____

JUN 11 2020

Monroe County Clerk's Office

**AMENDMENT TO THE DECLARATION and
BY-LAWS OF, CASTLEMAN COURT CONDOMINIUM**

This Amendment is made as of the 20th day of February, 2020, to the DECLARATION OF CONDOMINIUM, which also includes the "BY-LAWS" hereinafter referred to as the "Declaration", of CASTLEMAN COURT CONDOMINIUM, which is located at 409 LA GRANGE AVE, City of Rochester, County of Monroe, and State of New York.

WHEREAS the unit owners assembled at the Condominium's 2019 Annual Meeting on November 13, 2019, which meeting was duly called in conformance with the By-Laws; and

WHEREAS by general proclamation, the Board of Managers was tasked with writing and offering for signature certain amendments to the By-Laws;

The Board of Managers is empowered to oversee the administration and operation of the Condominium in accordance with the terms and provisions of its constituent documents;

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective units pursuant to New York Real Property Law, Section 339-, and also have the responsibility to properly maintain and repair their respective units pursuant to the terms and provisions of the condominiums constituent documents and not interfere with the quiet, peaceful, and healthful environment of adjacent units, their exclusive use spaces, those common spaces shared within a building, or any interior or exterior work/workers as contracted by the Board of Managers ;

WHEREAS, Article VI, RULES AND REGULATIONS, have been determined to be obsolete, unenforceable, or universally disliked and therefore modified.

WHEREAS, a vote of the Owners in the Condominium for the adoption of this By-Laws Amendment was duly taken from November 13, 2019 through February 20, 2020; and

WHEREAS, by said vote, the required percentage of at least 2/3 of the Owners in number and in percentage of common interest voted to adopt this Amendment.

THEREFORE, be it resolved, that the following rules and procedures shall be applicable and supercede all prior Rules and Policies:

1. The units shall be used for residential dwelling purposes, only as such term is defined in the declaration.
2. Each Homeowner shall keep his/her home in a good state of preservation and cleanliness and shall not sweep, throw, or allow to fall, dirt, or other materials from doors, windows, balconies, or terraces.

3. Nothing shall be stored, altered or constructed in or removed from the Common Elements, nor should common area electrical outlets be used, except upon the written consent of the Board of Managers.
4. Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance of the buildings, or contents thereof, without the prior written consent of the Board of Managers. No Unit owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on the buildings, or contents thereof, or any of his/her agents, employees, licensees or visitors shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance. The storage and/ or use of BBQ grills and fire pits are strictly prohibited.
5. No boats, trailers, oversized vehicles, snowmobiles or other seasonal vehicles shall be left or stored in the parking lot, driveways or on any other part of the Condominium property. Requests for an exception or for clarification should be made to the Property Manager and/or Board of Managers.
6. Each unit has (1) assigned (exclusive use) parking spot specifically designated. It is expected that residents, tenants and their guests will respect the rights of the others by not parking in spaces already designated solely for the use of the other unit owners. Additional vehicles and/or guests must use "Visitors" parking spots.
7. Vehicles parked illegally in Fire Lanes, those lacking a current, valid registration sticker, or lacking license plates will be subject to fines and/or towing per the City of Rochester/ NY State vehicular traffic laws and regulations.
8. Emergencies / Snow Removal / Other Events: Vehicles that have not been moved after notification has been given may be subject to fines and/or towing by direction of the Board or Property Manager. Written notices that are posted at building entrances are deemed sufficient notification. All vehicles must be in operable condition. Persons temporarily absent must notify a Board member or the Property Manager and leave keys with a designated person to allow vehicle(s) to be moved.
9. Only homeowners whose units have direct access outside, including units with access to the common atrium corridor will be allowed to own dogs. Those units being 105, 111, 112, 113, 114, 117, 118, and 119. Lessee or tenants of any Unit, including their guests, are not allowed to have any pets of any kind. Each homeowner who has a dog or cat shall abide by the City of Rochester Leash Laws. Owners and their guests must keep all pets under control and walk them to the perimeter areas. Pets shall not be tied within the common areas at any time. Dog feces shall be removed from Common Area immediately after defecation. Dog houses, staked-out, or fencing-in, of any pet in a Common Area is prohibited. The harboring of pets within individual units which creates a nuisance for the condominium or owners is prohibited. When transporting pets from units to outside the use of proper pet carriers is required. For the protection of your investment and for good community relations, pets shall not be allowed to roam the Common Areas.
10. Variance for any remodeling of units is required and the hours for all remodeling work are limited to Monday through Saturday 8:00a.m. to 7:00p.m. Castleman Court requires any plumbing and electrical modifications, changes, additions or repairs to be performed by a Licensed Plumber or Licensed Electrician.

11. Under Condominium By-Laws, unit owners have the right to lease their units to another party. All rules and regulations, as well as Condominium By-laws are to be adhered to by the renter and their guests as they do the owner. Renter name(s), contact information and complete vehicle information must be reported to the Property Management Office as soon as possible, but no more than 30 days after tenant occupancy begins, so that they are aware of who is currently residing in the unit.
12. In the event of a violation of the Rules and Regulations of the Condominium, the Unit owner responsible (in the event of a violation by a non-owner resident or by a guest, the owner of the associated Unit shall be deemed responsible) shall be notified, in writing, by the Board of Managers of the violation. In the event there is a violation of the applicable legal requirements as indicated, the following enforcement and penalties will be imposed on you as owner of your property.

FIRST NOTICE OF VIOLATION: As a courtesy, the owner will be notified in writing, and requested to eliminate the violation immediately or depending on the violation within 10 days.

SECOND NOTICE OF VIOLATION: A \$50.00 fine will be levied against the owner's account. In addition, the Board or its agent may act immediately to correct the deficiency or violation, and assess additional charges for the cost of labor, materials, and supervisory fees, to remedy the situation against the owner's account.

THIRD NOTICE OF VIOLATION: If the owner continues to have a violation, a certified letter will be sent to the owner's last known address, (owners are responsible to keep the Board or its agent informed of their legal address) with notification of a daily fine of \$50.00 until the violation is corrected or eliminated.

ADDITIONAL LEGAL REMEDIES: In the event that any fine/fees levied under this published and approved schedule of Rules and Regulations is not timely paid to the Association, then its Board or Managing Agent shall commence legal action to enforce the rule and collect fees due the Association. All unpaid fines, expenses incurred, including but not limited to legal and other professional fees, shall be and shall constitute a binding personal obligation of the violator and shall be and shall constitute a lien on the homeowner's home in the same manner that an unpaid common charge constitutes a lien as set forth in the Castleman Court Declaration. The Board or Managing Agent shall have the same rights and remedies to enforce the lien occurring as a consequence of a violation of the Rules and Regulations as non-payment of Common Charges.

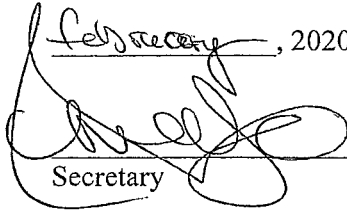
Certifications and Notary on following pages

All other terms of the By-Laws and Declaration, except as modified herein, are hereby ratified and confirmed. All notifications, meetings, and proper voting has been satisfied.


This Amendment to Declaration has been duly adopted by the vote of not less than two-thirds of the Unit owners of the Castleman Court Condominium.

Dated this 20 day of

February, 2020.


Secretary

IN WITNESS WHEREOF, the undersigned being the Secretary of the Board of Managers of the Castleman Court Condominium, sets his/her hand and seal this 20 day of February, 2020.



[print name] Secretary, Board of Managers

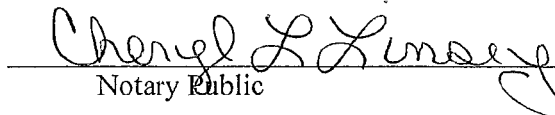
STATE OF NEW YORK)

) ss:

COUNTY OF MONROE)

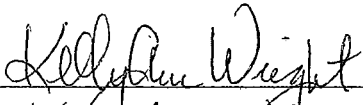
On the 20 day of February in the year 2020, before me, the undersigned, personally appeared

Amanda Ties, and 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

CHERYL L LINSEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LI6354927
Qualified in Genesee County
My Commission Expires 02-21-2021

IN WITNESS WHEREOF, the undersigned being the President of the Board of Managers of the Castleman Court Condominium, sets his/her hand and seal this 20 day of FEBRUARY, 2020.



KELLY ANN WRIGHT

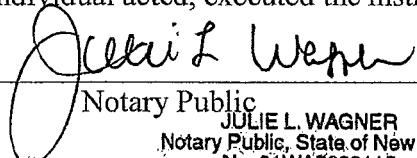
[print name] President, Board of Managers

STATE OF NEW YORK)

) ss:

COUNTY OF MONROE)

On the 20 day of February, in the year 2020, before me, the undersigned, personally appeared Kelly Ann Wright, and 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
JULIE L. WAGNER
Notary Public, State of New York
No. 01WA5088115
Qualified in Orleans County
Commission Expires Nov. 10, 2021