

DECLARATION

of the

BRIGHTON ESTATES CONDOMINIUM

TOWN OF BRIGHTON, MONROE COUNTY, NEW YORK

situate on Edgewood Avenue

(Pursuant to Article 9-B of the Real Property Law)

* * * * *

THIS DECLARATION made this / 8th day of NOVEMBER, 1975,
by GEORGE HOFFENBERG, TRUSTEE to STANNDCO DEVELOPERS, INC., a New
York Corporation operating under Chapter 10 of the Federal
Bankruptcy Law having its principal office at 40 Wildbriar Road,
Rochester, New York, (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

6393, —
WHEREAS, the Declarant is the owner in fee simple of
certain real property hereinafter described and has plans to
construct thereon twelve (12) buildings, containing 72 townhouse
units, as shown on the Site and Floor Plans hereinafter defined;
and

WHEREAS, by this Declaration, the Declarant intends to
subdivide the property into real estate parcels or units and to
establish a Condominium under the provisions of Article 9-B of
the Real Property Law of the State of New York (hereinafter
called the "Condominium Act"); and

WHEREAS, a Condominium is a method of ownership which,
when applied to a townhouse development, provides for a separate
title to each unit, and an undivided interest in and to all of
the property that remains; and

WHEREAS, under the said Condominium Act, it is necessary
that the rights, privileges and obligation of the Declarant, unit
owners, Board of Managers, Mortgagees and others who may be
interested therein be explicitly set forth;

NOW, THEREFORE, the Declarant, pursuant to the Condominium Act, does hereby declare and state on behalf of itself, its successors and assigns, and on behalf of all persons having or seeking to acquire any interest of any nature whatsoever in the said Condominium property, as follows:

ARTICLE I

Intention

The Declarant states that it is the owner in fee simple of and hereby submits the property described in Article II hereof to the provisions of the Condominium Act.

ARTICLE II

Description of Property

lot #1

All that certain plot, piece or parcel of land with the buildings and improvements thereon, situate, lying and being in the Town of Brighton, County of Monroe and State of New York, being part of Lot No. 16, Township 13, Range 7 and more particularly bounded and described as follows:

Beginning at a point which is described by commencing at point in the center line of Edgewood Avenue, which point is 50.00 feet south of the intersection of said center line with the center line of Viennawood Drive;

(1) thence running south 24° 37' 30" west along the center line of said Edgewood Avenue, a distance of 524.52 feet to a point;

(2) thence running south 89° 13' 30" west a distance of 44.59 feet to a point;

(3) thence running north 00° 46' 30" west a distance of 11.54 feet to a point;

(4) thence running south 89° 13' 30" west a distance of 0.72 feet to a point;

(5) thence westerly and along the arc of a curve to the right, which curve has a radius of 110.00 feet and is a distance of 29.76 feet to a point of tangency;

(6) thence westerly and along the arc of a curve to the right, which curve has a radius of 590 feet and is a distance of 30.00 feet to a point of tangency;

(7) thence running north 11° 48' 47" east a distance of 0.00 feet to a point;

(8) thence running westerly and along the arc of a curve to the left, which curve has a radius of 610.00 feet and is a distance of 49.04 feet to a point of tangency;

(9) thence running north 00° 07' 00" west a distance of 346.70 feet to a point;

(10) thence running north 89° 53' 00" east a distance of 246.98 feet to a point;

(11) thence running south 89° 49' 20" east a distance of 662.93 feet to the place of beginning.

Excepting and reserving, therefrom the following described premises:

Plot #II

Beginning at the termination of course (1) first above described;

(12) thence running south 89° 13' 30" west a distance of 276.53 feet to a point;

(13) thence running north 20° 57' 12" east a distance of 300 feet to a point;

(14) thence running south 75° 49' 56" east to a nail set in the center line of said Edgewood Avenue 230.42 feet north of the place of beginning;

(15) thence running south 24° 37' 30" west along the center line of said Edgewood Avenue a distance of 230.42 feet to the place of beginning.

Further excepting and reserving therefrom the following described premises:

Plot #III

Beginning at a point which is described by commencing at a point in the center line of Edgewood Avenue, which point is 350.00 feet south of the intersection of said center line with the center line of Viennawood Drive;

(16) thence running north 89° 49' 20" west a distance of 662.93 feet to a point;

(17) thence running south 89° 53' 00" west a distance of 246.98 feet to a point;

(18) thence running south 00° 07' 00" east to a point 20 feet distant from the course last described measured along a line drawn at right angles to said course last described;

(19) thence running easterly along a line parallel to courses (15) and (14) above described and 20 feet distant therefrom to a point in the center line of Edgewood Avenue;

(20) thence running north 24° 37' 30" east along the said center line of Edgewood Avenue to the point and place of beginning.

Together with the right to occupy and use said 20 foot wide strip of land lying beyond the northerly boundary of the Condominium for recreational purposes and to grow and maintain grass, shrubs and/or other plantings thereon, and to install sidewalks thereon, notwithstanding any transfer of title of the said 20 foot strip by means of mortgage foreclosure or otherwise, until such time as the said 20 foot strip is paved and used as a roadway, as such rights are set forth in a Release of Part of Mortgaged Premises made by Sibley Corporation and Central Trust Company Rochester New York to Stanndco Developers, Inc. dated June 26, 1972 and recorded June 26, 1972 in the Office of the Clerk of the County of Monroe, New York in Liber 4275 of Deeds at page 26.

Together with the benefits and subject to the burdens of a Declaration of Easement made by Stanndco Developers Inc. dated December 30, 1971 and recorded December 31, 1971 in the Office of the Clerk of the County of Monroe.

ARTICLE III

Description of Improvements

The Condominium will consist of twelve (12) buildings containing a total of seventy-two (72) units.

The buildings will be constructed of concrete footings and foundation walls, either of concrete or concrete block. The exterior walls will be of rough sawn cedar, cedar shingles, or mineral asbestos over a wood stud and plywood frame. Construction details and materials used in the buildings are more particularly set forth in Article V hereof.

ARTICLE IV

Units: How Designated, Constituted and Described

Section 1. The Site and Floor Plans set forth data necessary for proper identification of each Unit, such as the Unit designation of each Unit, its location, layout and common elements to which each Unit has immediate access. Section 6 of this Article IV sets forth the approximate interest in the Common Elements of each Unit and the number of bedrooms contained therein. Each Unit is subject to such encroachments as may exist

in the building, whether the same now exists or may be caused or created by construction, settlement or movement of the building or by permissible repairs, construction or alteration.

Each Unit consists of the area enclosed horizontally by the unexposed faces of the dry walls at the exterior walls of the buildings and the unexposed faces of the dry walls at the Unit side of the dry wall dividing the Units from other Units. Vertically, each Unit consists of the space between the exposed face of the foundation floor and the exposed face of the ceiling of the uppermost story. Doors and windows which open from a Unit shall be deemed part of the Unit. All pipes, wires, conduits and utility lines, or portions thereof, located within the Units shall be owned by the Unit Owner. Any portions of pipes, wires or conduits located within the common elements shall be owned in common with all the Unit Owners. Public utility lines owned by public utility companies may continue to be owned by such companies. The Board of Managers has a right of access to each Unit for maintenance, repair or improvement of the pipes, wires, conduits and public utility lines located in any Unit and servicing any other Unit. The cost of such repair, maintenance or improvement shall be a common expense.

Section 2. Every Unit, together with its undivided common interest in the common elements, shall for all purposes be and it hereby is declared to be and to constitute a separate parcel of real property and the Unit owner thereof shall be entitled to the exclusive ownership and possession of his unit subject only to the covenants, restrictions, easements, by-laws, rules, regulations, resolutions and decisions adopted pursuant thereto as may be contained in the Condominium documents or as may from time to time be passed in accordance with this Declaration and the By-Laws.

Section 3. A unit shall be described in the deed by unit designation as shown on the Site and Floor Plans, and shall recite that it is part of the premises described in Article II of this Declaration setting forth the same in metes and bounds and giving the liber and page and the date of recording this Declaration. It shall state the common interest appertaining thereto. It shall further recite that the conveyance is made together with the benefits, rights, and privileges stated in the Condominium documents and subject to all the duties, obligations and resolutions and decisions in accordance therewith as set forth in the Condominium documents.

Section 4. Every conveyance or lien using the unit designation assigned to it, as shown on the Site and Floor Plans, shall be deemed to include its proportionate undivided interest in the common elements and shall include, without requiring specific reference thereto or enumerating them, all the appurtenances and easements in favor of the unit and, similarly, be subject to all easements in favor of others.

Section 5. Any transfer of a unit shall include all appurtenances thereto whether or not specifically described.

Section 6

<u>UNIT BLDG. #</u>	<u>DESIGNATION UNIT #</u>	<u>TYPE</u>	<u>VALUE OF THE UNIT</u>	<u>INTEREST IN COMMON ELEMENTS</u>
I	4	D	\$49,750	1.553352587
I	8	F	43,500	1.358207790
I	12	H	42,250	1.319178830
I	16	H	42,250	1.319178830
I	20	F	43,500	1.358207790
I	24	E	41,500	1.295761454
II	28	E	41,500	1.295761454
II	32	F	43,500	1.358207790
II	36	H	42,250	1.319178830
II	40	H	42,250	1.319178830
II	44	H	42,250	1.319178830
II	48	F	43,500	1.358207790
II	52	E	41,500	1.295761454
III	60	D	49,750	1.553352587
III	64	F	43,500	1.358207790
III	68	G	45,750	1.428459917

Section 6 (cont'd)

UNIT BLDG. #	DESIGNATION UNIT #	TYPE	VALUE OF THE UNIT	INTEREST IN COMMON ELEMENTS
III	72	G	45,750	1.428459917
III	76	F	43,500	1.358207790
III	80	E	41,500	1.295761454
IV	75	D	49,750	1.553352587
IV	79	F	43,500	1.358207790
IV	83	G	45,750	1.428459917
IV	87	G	45,750	1.428459917
VIII	108	E	41,500	1.295761454
VIII	112	F	43,500	1.358 207790
VIII	116	G	45,750	1.428459917
VIII	120	G	45,750	1.428459917
VIII	124	E	41,500	1.295761454
IX	128	E	41,500	1.295761454
IX	132	F	43,500	1.358207790
IX	136	G	45,750	1.428459917
IX	140	G	45,750	1.428459917
IX	144	F	43,500	1.358207790
IX	148	E	41,500	1.295761454
X	152	D	49,750	1.553352587
X	156	F	43,500	1.358207790
X	160	H	42,250	1.319178830
X	164	H	42,250	1.319178830
X	168	F	43,500	1.358207790
X	172	E	41,500	1.295761454
XI	176	E	41,500	1.295761454
XI	180	F	43,500	1.358207790
XI	184	G	45,750	1.428459917
XI	188	G	45,750	1.428459917
XI	192	F	43,500	1.358207790
IV	91	F	43,500	1.358207790
IV	95	E	41,500	1.295761454
V	84	E	41,500	1.295761454
V	88	F	43,500	1.358207790
V	92	G	45,750	1.428459917
V	96	G	45,750	1.428459917
V	100	F	43,500	1.358207790
V	104	E	41,500	1.295761454
VI	99	E	41,500	1.295761454
VI	103	F	43,500	1.358207790
VI	107	G	45,750	1.428459917
VI	111	G	45,750	1.428459917
VI	115	F	43,500	1.358207790
VI	119	D	49,750	1.553352587
VII	123	E	41,500	1.295761454
VII	127	F	43,500	1.358207790
VII	131	G	45,750	1.428459917
VII	135	G	45,750	1.428459917
VII	139	G	45,750	1.428459917
VII	143	G	45,750	1.428459917
VII	147	F	43,500	1.358207790
VII	151	E	41,500	1.295761454
XI	196	E	41,500	1.295761454
XII	200	E	41,500	1.295761454
XII	204	G	45,750	1.428459917
XII	208	F	43,500	1.358207790
XII	212	E	41,500	1.295761454

ARTICLE VDescription of Common Elements

BRIGHTON ESTATES Condominium consists of approximately 6.630 acres upon which the Sponsor will construct 72 Units located in 12 Buildings, as indicated on the Site and Floor Plans. There are five different types of Units, designated by the letters "D", "E", "F", "G" and "H" on the site plan on the Site and Floor Plans. Units of type "D" are three bedroom, one and one-half story street townhouses. Units of type "E" are two bedroom, two story street townhouses. Type "F" are three bedroom, two story street townhouses. Units of type "G" are two bedroom, three story street townhouses. Units of type "H" are three bedroom, two story street townhouses. Each Unit will have a garage, and a driveway sufficient to park at least one additional car.

The Property is located on Wintergreen Way, a private Roadway which provides the residents of the Adjoining Property and the Unit owners with access to Edgewood Avenue, a public street in the Town of Brighton. [A more complete description of the Roadway can be found below.]

Construction - General

1. All buildings are to be constructed of concrete footings and/or concrete block foundation walls. The exterior walls are to be of rough sawn cedar, cedar shingles or mineral asbestos over wood stud and plywood frame.

2. Floor joists are to be 2" x 10", 16" on centers. Floors are to have 5/8" thick plywood sub-flooring.

3. Concrete floors constructed on earth in habitable areas will consist of a 4" thick concrete slab, with approved-type vapor bamer between the slab and the fill.

4. The land upon which the Condominium is located is relatively flat and sloping slightly down towards the easterly

direction. [The Sponsor will plant lawn and trees generally in accordance with the landscaping plan set forth in the Offering Plan of the Condominium, however caliper and type may vary slightly depending on availability of stock.] The soil in the area consists of dense glaciofluvial deposit; that is, a mixture of clay silt, gravel, and sand having a bearing capacity not exceeding two tons per square foot. Groundwater was not encountered at the four (4) foot level and the foundation footings were placed on firm ground a minimum of three and one-half (3-1/2) feet below grade as a protection against frost action.

5. Units of type "E", "F" and "H" have basements; Units of types "D" and "G" do not. Basement floors are constructed of concrete footings, with the walls of concrete block. All basements contain a combination laundry and utility room with washer and dryer hookup installed. Basements in type "E" Units are approximately 22' 4" x 22' 4"; Basements in type "F" Units are approximately 21' 4" x 22' 3"; Basements in type "H" Units are approximately 20' 4" x 22' 4".

6. Roofs are to be supported by wood rafters and trusses with a plywood deck, and will be covered with wood cedar or asphalt shingles. Chimneys are to be constructed of pre-fabricated metal.

7. Interior partitions bearing on other Units are to be constructed of 2" x 4" wood studs, 16" on centers. Interior non-bearing partitions are constructed of 2" x 4" wood studs, 24" on centers. Units will be constructed so that there will be 8" masonry firewalls firred and sheetrocked.

8. Exterior walls will have 3" fiber glass, or equivalent insulation ("R" value - R-11). Ceilings under roof areas will have 6" fiber glass, or equivalent, insulation installed above the ceilings ("R" value - R-19). All exterior walls will have

wood natural finish, or oil bleaching stain and preserver, or two coats of oil base paint.

9. Roof flashing will be of .013 aluminum. Gutters will be 5" type "K" seamless aluminum of .027. Downspouts will be 3" x 2" aluminum of .027.

10. All driveway and parking areas will be constructed of 2" asphaltic concrete over a 6" ROB gravel base.

11. All pipes, wires, conduits and utility lines, or portions thereof, located within the Units shall be owned by the Unit Owners. Any portion of pipes, wires, conduits and public utility lines not owned by public utility companies and located in the Common Elements will be owned in common by all Unit Owners. The Board of Managers have the right of access to each Unit for maintenance, repair or improvement of pipes, wires, conduits and public utility lines located in any Unit and servicing any other Unit. The cost of such repair, maintenance or improvement shall be a common expense.

12. Type "D" Units are equipped with a fireplace and chimney. The fireplace hearth opening will be 36" wide and 28" high. The combustion chamber will be 26" deep and lined with 2" firebrick over masonry. The exterior of the fireplace, both inside and outside of the living unit will have a minimum 4" rubble stone veneer.

13. Private scavengers will collect refuse door to door on a regular schedule. Individual Unit Owners will supply themselves trash cans or other adequate refuse containers. The cost for the refuse collection service will be included in the Common Charges.

14. Water will be obtained from Monroe County Water Authority. Water will be metered at one location and then subdistributed to the individual Units. The cost for water will be included in the Common Charges.

15. Sewerage will be piped in 8" vitrified clay piping to the Town of Brighton Sanitary Sewer District #2. Storm drainage will be collected in a subsurface drainage system. The drainage system is of 24" reinforced concrete pipe. The cost for sewerage will be included in the property taxes which will be paid by the individual unit owners.

16. The property will be lighted by four globe type lights mounted on posts 10' 0" high. These post lights are located on the property along the roadway.

ROADWAY

A paved asphalt road runs from Edgewood Avenue across the Condominium Property and onto the Adjoining Property (see Site and Floor Plans). This road will provide both the residents of the Condominium and the residents of the Adjoining Property with access to their respective parking areas.

The road is described as all that certain plot, piece or parcel of land consisting of an asphalt paved access road having a width of twenty feet, paved five foot sidewalks running the entire length of the paved road along both sides thereof, and graded (but unpaved) ten foot shoulders running along the entire length of the road along both sides thereof immediately adjacent to the sidewalks and more particularly bounded and described as follows:

Beginning at a point in the center line of Edgewood Avenue where the same is intersected by the center line of Hibiscus Drive;

Thence on the following courses and intending to describe the center line of a parcel of land 25 feet in width on each side of said center line or a total width of 50 feet;

(1) running north $65^{\circ} 22' 30''$ west a distance of 195.00 feet to a point of curvature;

(2) thence westerly and along the arc of a curve to the left, which curve has a radius of 130.00 feet and is a distance of 55.43 feet to a point of tangency;

(3) thence south 89° 49' 20" west a distance of 110.00 feet to a point of curvature;

(4) thence westerly and southerly along the arc of a curve to the left which has a radius of 70.00 feet, a distance of 84.57 feet to a point of tangency;

(5) thence south 20° 57' 12" west a distance of 169.00 feet to a point of curvature;

(6) thence southerly and westerly along the arc of a curve to the right which has a radius of 70.00 feet, a distance of 83.41 feet to a point of tangency;

(7) thence south 89° 13' 30" west a distance of 177.00 feet to a point of curvature;

(8) thence westerly and along the arc of a curve to the right which has a radius of 100.00 feet, a distance of 27.06 feet to a point of curvature;

(9) thence westerly along the arc of a curve to the left which has a radius of 600.00 feet, a distance of 162.33 feet to a point;

(10) thence south 89° 13' 30" west a distance of 66.19 feet to a point of curvature;

(11) thence westerly along the arc of a curve to the left which has a radius of 50.00 feet, a distance of 78.45 feet to a point.

The road described above is subject to the rights of others to use said road for ingress and egress and for utility purposes, and all other rights and obligations as such are set out in the Declaration of Easement made by Stanndco Developers, Inc. recorded December 31, 1971 in the Office of the Clerk of the County of Monroe in Liber 4194 of Deeds, page 1. and the ~~amendment to such Declaration of Easement made by Brighton~~
~~xxxxxx Section 1x they and Stanndco Developers they recorded~~
~~x 1972 in the Office of the Clerk of the County of~~
~~Monroe in Liber~~ of ~~xxxxxx~~ page

ARTICLE VI

Character and Use

Section 1. Each unit is to be used as a residence for the owner thereof or his permitted lessees and the members of their immediate families.

Section 2. The common elements shall be used for the benefit of the unit owners, the furnishing of services and facilities for which the same are reasonably intended, and for the enjoyment to be derived from such proper and reasonable use.

ARTICLE VII

Service of Process

The name and address of the person designated to receive process in any action which may be instituted in relation to this Condominium or any parts thereof is

GEO RGE HOFFENBERG, TRUSTEE
to STANNDCO DEVELOPERS, INC.
350 Reynolds Arcade Bldg.
Rochester, N.Y. 14614

until the date of the first meeting of the Condominium and thereafter the person designated to receive such process shall be the duly elected President of the Condominium.

ARTICLE VIII

Effective Date of the Condominium

The effective date of the Condominium is the date when this Declaration is recorded and the other Condominium documents are filed in the Office of the Clerk of Monroe County, New York. From and after the date of the recording of this Declaration, the property hereinafter described shall be and shall continue to be subject to each and all the terms hereof until this Declaration and this Condominium is terminated or abandoned in accordance with the provisions of the Condominium Act and this Declaration.

ARTICLE IX

Definitions and Terms

The following terms used in this Declaration are intended to be consonant with the meanings ascribed to them by the Condominium Act and are defined herein as follows:

"Assessment" means that portion of the cost of operating, maintaining, repairing and managing the property which is to be paid by each unit owner as determined by the Board of Managers.

"Board of Managers" means the group of persons selected, authorized and directed to manage and operate the Condominium as provided by the Condominium Act, this Declaration and the By-Laws.

"Building" means any of the buildings erected on the premises described in Article II.

"Common charges" means each unit's share of the common expenses in accordance with its common interest.

"Common elements" means all that part of the Condominium property which is not a part of the units, shown on the Site and Floor Plans and as more particularly set forth in Article V.

"Common expenses" means and includes the actual and estimated expenses of operating the property, assessments relating to the repair, maintenance, management and operation of the Community Facilities, and any reasonable reserve for such purposes as found and determined by the Board of Managers and all sums designated common expenses by or pursuant to the Condominium documents.

"Common interest" means the proportionate undivided interest in the fee simple absolute in the common elements appertaining to each unit as expressed in this Declaration.

"Common Facilities" means those facilities, including land and improvements described in Article XI hereof.

"Condominium documents" means and includes the Site and Floor Plans, this Declaration, the Declaration of Easement ~~and~~ ~~Amendment~~ ~~thereby~~ by which the Condominium property was subjected to the easements described in Article XV, and the By-Laws of this Condominium attached hereto as Schedule "A", as the same may be amended from time to time, and

Schedule A: By-Laws of this Condominium

"Condominium parcel" means a unit, together with the undivided share of the common elements which is appurtenant to the unit.

"Condominium Property" means and includes the land in the Condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto for use in connection with the Condominium.

"Declarant" means George Hoffenberg, Trustee to Stanndco Developers, Inc., its successors and assigns, as the maker of this Declaration, the Sponsor in the Offering Plan, the Seller in the Contract of Sale, and the Grantor in the deeds conveying the units.

"Declaration" means this instrument by which the property is submitted to the provisions of the Condominium Act and such instruments as from time to time amend the same in accordance with said Act and the By-Laws of this Condominium.

"Majority" of unit owners and specified percentages of unit owners is the "majority" as set forth in the By-Laws or this Declaration for each particular determination, pursuant to Section 339-e, subparagraph 8, of the Condominium Act.

"Operation of the property" means and includes the administration of the project, the operation, maintenance, repair or replacement of and the making of any additions or improvements in the common elements.

"Person" means a natural person, or corporation, partnership, the Condominium Organization herein referred to, trustee or other legal entity.

"Plans and Specifications" means the plans and the specifications set forth thereon which have been prepared by Norman Jaffe, Architect, A.I.A.

"Property" or "premises" means and includes the land, the building and all other improvements thereon as set forth in this Declaration and the easement rights and appurtenances thereunto belonging, and all other property, real, personal or mixed intended for use in connection with this Condominium.

"Recording Officer" means the Clerk of the County of Monroe, State of New York, and "recording" or "recorded" means the filing for that purpose with the Clerk of the County of Monroe, State of New York, and the payment of the proper fees therefor.

"Site and floor plans" means the instrument location map of the condominium prepared by Sear-Brown, Associates, P.C. and the floor plans of the buildings prepared by Norman Jaffe, Architect, A.I.A., 124 East 80th Street, New York, New York, showing the layout, location, approximate dimensions of the unit and the unit designations, which instrument location map and plans will be filed in the Monroe County Clerk's Office simultaneously with the recording of this Declaration.

"Unit" means one of the townhouse units, each of which is separately owned and has a unit designation as hereinafter set forth.

"Unit designation" means the number, letter or combination thereof or other official designations conforming to the tax lot number, if any, as shown on the floor plans.

"Unit owner" means the person or persons owning one or more of the apartment units in fee simple.

ARTICLE X

Common Elements and Common Interest

Section 1. Each unit has appurtenant to it a common proportionate undivided interest in the common elements as set forth in Section 6 of Article IV of this Declaration. Such proportionate interest in the common elements has been fixed in the approximate proportion that the value of the unit at the date of this Declaration bears to the aggregate value of all units. For the purpose of determining such proportionate interest in the common elements the value of the units is deemed to be that expressed in Section 6 of Article IV.

Section 2. The common interest appurtenant to each unit is declared to be permanent in character and cannot be altered without the consent of all unit owners affected and the first mortgagees of such unit owners as expressed in an amended Declaration. Such common interest cannot be separated from the unit to which it appertains.

Section 3. The common elements shall not be divided nor shall any right to partition any thereof exist but nothing herein contained shall be deemed to prevent ownership of a unit by the entireties, jointly, or in common.

Section 4. Each unit owner may use the common elements in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other unit owners. This section shall not be deemed to prevent some unit owners from enjoying substantially exclusive rights or advantages in a part of parts of the common elements by reason of their ownership of a particular unit or units.

Section 5. The Condominium on behalf of the unit owners shall have the irrevocable right, to be exercised by the Board of Managers, or its designee, to have access to each unit for the purpose of inspecting and making repairs, replacements or improvements to the common elements and to the unit itself where the responsibility therefor is upon the Board, contained therein or elsewhere in the buildings, or to prevent damage to the common elements or other units, or to abate any violation of law, orders, rules or regulations of any governmental authorities having jurisdiction thereof, or to correct any condition which violates the provisions of any mortgage covering another unit.

Section 6. The Board of Managers shall, if any question arises, determine the purpose for which a common element is intended to be used. They shall have the right to promulgate rules and regulations limiting the use of the common elements to

unit owners, their licensees, guests, invitees and employees, as well as to provide for the exclusive use by a unit owner and his guests for special occasions of any facility. Such use may be conditioned among other things upon the payment by the unit owner seeking such use, of such assessment as may be established by the Board of Managers for the purpose of defraying the costs thereof.

Section 7. The maintenance, repair, replacement, management, operation and use of the common elements, set forth in Article V, shall be the responsibility of the Board of Managers, but nothing herein contained shall be construed so as to preclude the Board from delegating these duties to a manager or agent or to other persons, firms or other corporations.

Section 8. The expenses incurred or to be incurred for the maintenance, repair, replacement, management, operation, and use of the common elements shall be collected from the unit owners and assessed as common charges by the Board of Managers.

Section 9. (a) The Board of Managers shall have the right to make or cause to be made such alterations and improvements costing \$5,000 or less to the common elements as in its opinion may be beneficial and necessary or which is requested in writing by a unit owner or owners and the holders of first mortgages thereon. The Board may require the consent in writing before undertaking such work of such unit owners and the holders of first mortgages thereon whose rights, in the sole opinion of the Board, may be prejudiced by such alteration or improvement. The cost of such alteration or improvement shall be assessed as a common expense.

(b) Whenever, in the judgment of the Board of Managers, the common elements shall require alterations or improvements costing more than \$5,000 and the making of such

alterations or improvements shall have been approved by at least two-thirds majority vote of the unit owners other than the Declarant at a duly constituted meeting and by the holders of first mortgages whose rights may be prejudiced by such alterations or improvements, the Board of Managers shall make such alterations or improvements and assess the cost thereof as common expenses.

(c) Upon written request of all unit owners in any building, and upon approval of all holders of first mortgages whose rights may be affected, the Board of Managers shall have the right to effect alterations or improvements to the common elements and charge the costs of the same to the unit owners making such request; provided, however, that the Board of Managers shall determine that such alterations or improvements would not adversely affect the Condominium generally nor adversely affect the rights of any other unit owner.

Section 10. No unit owners shall do any work which would affect or alter any of the common elements or impair any easement or hereditament therein.

Section 11. While the property remains subject to the Declaration and the Condominium Act, no liens of any nature shall arise or be created against the common elements except with the unanimous consent in writing of all the unit owners and the holders of first liens, except such liens as may arise or be created against the several units and their respective common interests under Section 339-1 of the Condominium Act. Every agreement for the performance of labor or the furnishing of materials to the common elements, whether oral or in writing, must provide that it is subject to the provisions of this Declaration and the Condominium Act and the right to file a mechanic's lien by reason of labor performed or materials furnished is waived.

Section 12. All common charges received or to be received by the Board of Managers and the right to receive such funds shall constitute trust funds for the purpose of paying the cost of labor and materials furnished to the common elements at the express request or with the consent of the manager, managing agent or Board of Managers, and the same shall be expended first for such purpose before expending any part of the same for any other purpose. Nothing herein contained shall require the Board of Managers to keep such charges in a separate bank account and no violation of said trust shall arise by reason of the co-mingling of the funds held by the Board of Managers in one bank account.

Section 13. Every unit owner shall comply strictly with the By-Laws, regulations, rules, resolutions and decisions adopted pursuant thereto in relation to the units or the common elements. Failure to comply with any of the same shall be ground for an action to recover sums due, for damages, or injunctive relief or any or all of them. Such action may be maintained by the Board of Managers on its own behalf or on behalf of the unit owners aggrieved. In any case of flagrant or repeated violation by a unit owner, he may be required by the Board of Managers to give sufficient surety or sureties for his future compliance with the By-Laws, rules, regulations, resolutions and decisions. Nothing herein contained shall prevent, in a proper case, an independent action by an aggrieved unit owner for such relief.

ARTICLE XI

Recreation Area

Section 1. The Declarant constructed the improvements hereinbelow set forth upon lands lying contiguous to the property more particularly described below. Such improvements, together with the said land upon which the same are constructed, are herein referred to as the "Recreation Area".

Improvements. The recreation area is to consist of a tennis court and a swimming pool. The swimming pool will be approximately 1,228 square feet in area.

Description of Property.

All that tract or parcel of land situate in the Town of Brighton, County of Monroe, State of New York, being part of Lot No. 16, Township 13, Range 7 and more particularly bounded and described as follows:

Beginning at a point which is described by commencing at a point in the center line of Edgewood Avenue, which point is 350.00 feet south of the intersection of said center line with the center line of Viennawood Drive; thence (1) running south $24^{\circ} 37' 30''$ west along the center line of said Edgewood Avenue, a distance of 524.62 feet to a point; thence (2) running south $89^{\circ} 13' 30''$ west a distance of 720.59 feet to the point and place of beginning of the parcel hereby intended to be described; thence (1) north $00^{\circ} 46' 30''$ west a distance of 130.00 feet more or less to a point 15.00 feet south of the center line of the roadway previously described in Article V, said 15.00 feet to be measured at right angles to the center line of the road; thence (2) along a line parallel with the center line of said road as the center line runs west and south with the line to be 15.00 feet southerly and easterly of the center line to a point at the termination of the road and 15.00 feet easterly therefrom and on the north edge of a parking area; thence (3) easterly and at a right angle to the preceding course and along the north line of the parking area a distance of 15.00 feet to the northeast corner of the parking area; thence (4) south and partially along the eastern edge of the parking area a distance of 98.00 feet more or less to a point on the south line of lands described as the Adjoining Property in

this Declaration; thence (5) north 89° 13' 30" east a distance of 141.00 feet to the point and place of beginning of the parcel hereby intended to be described.

Section 2. As used herein, the term "Adjoining Property" means the hereinbelow described parcel of land adjoining the Property, which is presently owned by Brighton Estates Section I, Inc., a New York corporation which is controlled by Brighton Estates Section I, Associates, a limited partnership of which the Declarant is a 4% Limited Partner.

Description of Adjoining Property:

Area I

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brighton, County of Monroe, State of New York, being part of Lot No. 16, Township 13, Range 7, and more particularly described as follows:

BEGINNING at a point which is described by commencing at a point in the center line of Edgewood Avenue, which point is 350.00 feet south of the intersection of said center line with the center line of Viennawood Drive; thence (1) running south 24° 37' 30" west along the center line of said Edgewood Avenue, a distance of 524.52 feet to a point; thence (2) running south 89° 13' 30" west a distance of 544.59 feet to the point and place of beginning of the parcel hereby intended to be described; thence (1) running north 00° 46' 30" west a distance of 111.54 feet to a point; thence (2) running south 89° 13' 30" west a distance of 40.72 feet to a point; thence (3) running westerly and along the arc of a curve to the right which curve has a radius of 110.00 feet and is a distance of 29.76 feet to a point of tangency; thence (4) running westerly and along the arc of a curve to the right, which curve has a radius of 590 feet and is a distance of

30.00 feet to a point of tangency; thence (5) running north 11° 48' 47" east a distance of 20.00 feet to a point; thence (6) running westerly and along the arc of a curve to the left, which curve has a radius of 610.00 feet and is a distance of 49.04 feet to a point of tangency; thence (7) running north 00° 07' 00" west a distance of 346.70 feet to a point; thence (8) running south 89° 53' 00" west a distance of 381.00 feet to a point; thence (9) running south 25° 17' 14" west a distance of 210.00 feet to a point; thence (10) running south 25° 09' 24" west a distance of 337.38 feet to a point; thence (11) running north 89° 13' 30" east a distance of 760.00 feet to the point and place of beginning of the parcel hereby intended to be described.

Together with the benefits and subject to the burdens of a Declaration of Easement made by Stanndco Developers, Inc., dated December 30, 1971 and recorded December 31, 1971 in Monroe County Clerk's Office in Liber 4194 of Deeds, page 1. and amended by a Declaration of Easement made by Stanndco Developers, Inc. and Brighton Estates Section I, Inc. dated x 1972 and recorded x 1972 in the Monroe County Clerk's Office in Liber of Deeds page

Section 3. Brighton Estates Section I, Inc. owns and operates the Adjoining Property as a rental apartment development. Under the terms of a Declaration of Easement made by the Declarant, dated December 30, 1971 and recorded December 31, 1971 in the Office of the County Clerk of Monroe County, New York in Liber 4194 of Deeds at page 1, the Recreation Area shall at all times be available for the recreational use of the residents of the Adjoining Property and the Unit Owners of the Condominium.

Rules regulating the use of the Recreational Area may be made and from time to time amended by the joint action of the

Owner of the Adjoining Property and the Board of Managers. Any charges to be assessed for the use of the Recreation Area may be made only by the joint action of the Owner of the Adjoining Property with the Board of Managers. Any revenues collected by the Owner of the Adjoining Property or by the Board of Managers which are derived from the ownership, operation or rights of use of the Recreation Area shall be pooled and applied first to the expenses of maintenance, operation, cleaning or repair and any balance remaining at the end of each year shall be distributed 86/158ths to the Owner of the Adjoining Property and 72/158ths to the Board of Managers.

The Owner of the Adjoining Property shall at all times have the obligation to maintain, clean, repair and operate the Recreation Area for the benefit of both its tenants and the Owners of Units in the Condominium. All maintenance, cleaning and repairs shall always be done promptly when needed and in a good and workmanlike manner at the expense of the Owner of the Adjoining Property. The Owner of the Adjoining Property shall also keep liability insurance in force naming itself and the Board of Managers as insureds, for risk of injury or damage caused by the ownership or operation of the Recreation Area. Upon completion of any such maintenance, cleaning or repairs or payment of operating expenses or insurance premiums, the Owner of the Adjoining Property shall submit proof of the actual cost thereof to the Board of Managers and the Board of Managers shall reimburse the Owner of the Adjoining Property to the extent of 72/158ths of such cost within ten (10) days after submission of proof of payment.

In the event that the owner of the Adjoining Property shall fail to perform its obligations to maintain, clean, repair, and operate the Recreation Area, the Board of Managers shall have

the right to do so. If it should become necessary for the Board of Managers to assume responsibility for the maintenance, cleaning, repair, and/or operation of the Recreation Area, the Owner of the Adjoining Property shall bear the entire cost or expense thereof without any right of reimbursement against the Unit owners or the Board of Managers.

At the end of the first three years following the filing of the Declaration of Condominium, the Board of Managers shall have the right, at its third annual meeting, to elect to terminate all rights and obligations of the unit owners with respect to the use and maintenance of the recreation area. If the Board of Managers decides at that time not to terminate, the rights and obligations of the unit owners with respect to the recreation area will continue; however, the Board of Managers may review its decision not to terminate at the end of each succeeding three year period. If the Board of Managers decides to exercise its power to terminate the rights and obligations of the unit owners with respect to the recreation area, it may do so by giving written notice to the Owner of the Adjoining Property. Such notice, once given, is irrevocable and will terminate the right of the unit owners to use the recreation area and the obligation of the Board of Managers to reimburse the owner of the Adjoining Property.

ARTICLE XII

Board of Managers

Section 1. The Declarant does hereby declare that the affairs of the Condominium shall be governed and controlled under the By-Laws by a Board of Managers, to be elected in accordance with the procedures set forth in the By-Laws.

Section 2. The Board of Managers shall have charge of and be responsible for and is authorized to manage the affairs of

the Condominium organization, the common elements and other assets held by it on behalf of the unit owners, except as herein otherwise limited. It shall have all the powers, rights, duties and obligations wherever set forth in this Declaration or in the Condominium documents. It shall adopt and execute all manner of proceedings necessary to promote the interests of the Condominium. It shall fix charges, assessments, fees and rents. It shall hold all of the funds and other assets of the Condominium and administer them as trustees for the benefit of the unit owners. It shall keep accurate records and audit and collect bills. It shall contract for all loans, mortgages, leases and purchase or sale of units in the Condominium acquired by it or its designee on behalf of all of the unit owners, where applicable. It shall approve or disapprove of sales, leases or mortgages on units as herein specified. It shall direct all expenditures, select, appoint, remove and establish the salaries of employees and fix the amount of bonds for officers and employees. It shall license or lease any concessions and installation of vending machines. It shall maintain the common elements and other portions of the buildings as herein specified, paying for services and supervising repairs and alterations. It shall pass upon the recommendations of all committees and adopt rules and regulations as, in its judgment, may be necessary for the management, control and orderly use of the common elements, and, in general, it shall manage the Condominium property as provided herein and in the By-Laws, but, nothing herein shall prevent the Board of Managers from employing and designating such powers as it deems advisable to professional management.

Section 3. In order to limit the liability of the unit owners, the members of the Board of Managers, or its designee, any contract or other commitment made by the Board of Managers, or a

designee in its behalf, shall contain the following statement:

"The Board of Managers, its managing agent, manager or other designee, as the case may be, in executing this instrument, is acting only as agent for the unit owners, and that the members of the Board of Managers, its managing agent, manager or other designee shall have no personal liability on any contract or commitment (except as unit owners), and that the liability of any unit owner on any such contract or commitment shall be limited to such proportionate share of the total liability as the common interest of each unit owner bears to the aggregate common interest of all unit owners." The Board shall have no liability to the unit owners for error of judgment or otherwise, except for willful misconduct or bad faith. It is discretionary with the Board whether its members shall be bonded for this purpose.

Section 4. True copies of the floor plans, this Declaration, the By-Laws, the rules and regulations, resolutions and decisions shall be kept on file in the office of the Board of Managers and shall be available for inspection at convenient hours of week days by persons having an interest therein.

Section 5. The Board of Managers, or managing agent which it employs, as the case may be, shall keep detailed accurate records, in chronological order, of the receipts and disbursements arising from the operation of the property. It shall also keep an assessment roll as provided in the By-Laws.

Such records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours of week days. A written report summarizing such receipts and disbursements shall be given by the Board to all unit owners at least once annually.

ARTICLE XIII

LIBER 4936 PAGE 125

Amendment

Except for alteration in the interests in common elements, which cannot be done except with the consent of all unit owners and of the holders of first mortgages thereon, the Condominium documents may be amended in the following manner:

Section 1. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. A resolution adopting a proposed amendment may be proposed by either the Board of Managers or the unit owners and approved by the unit owners at a meeting called for this purpose. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by sixty-six and two-thirds percent (66 2/3rds%) of the unit owners who, in the aggregate, own not less than sixty-six and two-thirds percent (66 2/3rds%) of the common interest.

Section 3. A copy of each amendment shall be certified by the Chairman, Vice Chairman or Acting Chairman and the Secretary or Treasurer of the Board of Managers as having been duly adopted and shall be effective when recorded with the Recording Officers. Copies of the same shall be sent to each unit owner in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

ARTICLE XIV

Termination

Section 1. Declarant reserves the right to terminate this Declaration and to discharge same of record provided that no titles have been conveyed to independent owners. It is distinctly

understood and agreed by all persons having any interest in this Condominium that a declaration by the Declarant herein to this effect shall be sufficient to discharge same of record.

Section 2. If the Condominium shall be terminated by at least eighty percent (80%) in number and in common interest of the units, or by such larger percentage either in number or in common interest, or in both number and common interest, as may be specified by the By-Laws, then the property shall be subject to an action for partition by any unit owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the unit owners in proportion to their respective common interests, provided, however, that no payment shall be made to a unit owner until there has first been paid off out of his share of such net proceeds all mortgages and other liens on his unit. Such withdrawal of the property from the Condominium Act shall not bar its subsequent submission to the provisions thereof in accordance with the Condominium Act.

Section 3. The Condominium shall be terminated, if it is so determined in the manner elsewhere provided that the property shall not be reconstructed after casualty and the Condominium documents shall be revoked. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Board of Managers signed by the President, Vice President or Acting President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded with the recording officer.

Section 4. After termination of the Condominium, the unit owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such unit owners shall have mortgages and liens upon the respective undivided common interest

of the unit owners. Such undivided common interest of each unit owner shall be an amount equal to this interest in the common elements. All funds held by the Board of Managers and insurance proceeds, if any, shall be and continue to be held for the unit owners in proportion to the amount of their common interest. The costs incurred by the Board of Managers in connection with a termination shall be a common expense.

Section 5. Following termination, the property may be partitioned and sold upon the application of any unit owner. If the Board of Managers, following a termination, by not less than a three-fourths vote, determines to accept an offer for the sale of the property, each unit owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Managers directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

Section 6. The members of the Board of Managers, acting collectively as agent for all unit owners, shall continue to have such powers as in this article are granted, notwithstanding the fact that the Board of Managers and/or the Condominium organization itself may be dissolved upon a termination.

ARTICLE XV

Covenants With the Land

Section 1. In addition to those covenants and easements specifically mentioned in this Article XV, all provisions of the Condominium documents shall be construed to be covenants running with the land and with every part thereof and interest therein; including but not limited to every unit and the appurtenances

thereto; and every unit owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium documents.

Section 2. The Condominium property is hereby declared to be subject to a Declaration of Easement made by Stanndco Developers, Inc., dated December 30, 1971 and recorded December 31, 1971 in the Monroe County Clerk's Office in Liber 4194 of Deeds, page 1. and to the amendments to such Declaration of Easement made by Stanndco Developers, Inc. and Brighton Estates Section 1, Inc. dated x 1973, in Liber of Deeds, page

ARTICLE XVI

Provision Pertaining to Declarant

Notwithstanding any other provisions herein contained, for so long as the Declarant continues to own any of the units, Declarant reserves the unrestricted right to sell, assign, mortgage or lease any units which it continues to own after the recording or filing of the Condominium documents and to post signs on the Condominium property.

ARTICLE XVII

Captions

Captions used in the Condominium documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium documents.

ARTICLE XVIII

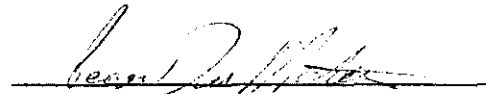
Gender, Singular, Plural

Whenever the context so permits, the use of the plural shall include the singular, the plural and any gender shall be deemed to include all genders.


GEORGE HOFFENBERG, As Trustee
to Stanndco Developers, Inc.

STATE OF NEW YORK)
COUNTY OF MONROE) ss.

On this 18th day of November, 1975, before me, the subscriber, personally appeared GEORGE HOFFENBERG, As Trustee to Stanndco Developers, Inc., to me personally known and known to me to be the same person described and who executed the within Instrument, and he acknowledged to me that he executed the same as such Trustee as aforesaid for the purposes therein mentioned.



GEORGE DES MARTEAU
Notary Public in the State of New York
MONROE COUNTY
Commission Expires March 31, 1977

BY-LAWS
of
BRIGHTON ESTATES CONDOMINIUM

ARTICLE I
The Condominium

Section 1.1 Purposes. These are the By-Laws of the Brighton Estates Condominium (hereinafter called the "Condominium"). The property located at Wintergreen Way, a private roadway, located off Edgewood Avenue in the Town of Brighton, County of Monroe, State of New York (hereinafter called the "Property") has been or will be submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by a Declaration recorded in the Office of the Clerk of the County of Monroe. It is the purpose of these By-Laws to set forth the rules and procedures concerning the conduct of the affairs of the Condominium.

Section 1.2 Applicability of By-Laws. All present and future Unit Owners, mortgagees, lessees and occupants of Units, employees and guests of Unit Owners, as well as all other persons who may use the facilities within the Property, shall be subject to the said Declaration, these By-Laws and rules and regulations promulgated pursuant thereto. The acceptance of a deed, the execution of or assumption of a lease or any act of occupancy of a Unit shall constitute an agreement to comply with and be subject to these By-Laws, the rules and regulations promulgated pursuant thereto and the Declaration as they or any of them may be amended from time to time.

Section 1.3. Principal Office. The principal office of the Condominium and of the Board of Managers shall be located within the Property, or at such other place within the County of Monroe, State of New York as shall be selected by the Board of Managers.

ARTICLE II

Unit Owners

Section 2.1. First Meeting: Sponsor's Designees. Within ninety days of the closing of title to the first home, the Board of Managers theretofore designated by the Sponsor shall call the first annual meeting of Unit Owners and shall duly elect two (2) Unit Owners independent of the Sponsor to serve on the Board of Managers. Within thirty (30) days of the closing of title to the last home but in no event later than one (1) year from the recording of the Declaration, said Board of Managers shall call a special meeting of the Unit Owners, shall resign at such meeting, and a new Board consisting of seven (7) Managers shall be elected. For so long as the Sponsor shall own and pay the common charges relating to thirty-six (36) Units or more, Sponsor shall have the right to designate four (4) Managers, and Unit Owners shall elect three (3); provided, however, that in no event shall the Sponsor be entitled to designate more than four (4) Managers after the first anniversary of the filing of the Declaration.

meetings thereafter, so long as Sponsor shall own at least twenty-four (24) Units but fewer than thirty-six (36), Sponsor shall have the right to designate three (3) Managers; for so long as Sponsor shall own sixteen (16) Units but fewer than twenty-four (24), Sponsor shall have the right to designate two (2) Managers, and the Unit Owners shall elect the balance of the Board without reference to votes for the Sponsor; for so long as Sponsor shall own eight (8) Units but fewer than sixteen (16), Sponsor shall have the right to designate one (1) Manager, and the Unit Owners shall elect the balance of the Board without reference to votes to the Sponsor.

Section 2.2. Annual Meeting. Regular annual meetings of the Unit Owners shall be held each succeeding year on the anniversary date of the first meeting to elect managers to fill vacancies which may exist on the Board and to succeed retiring managers pursuant to procedures prescribed in these By-Laws, as well as to transact such other business as may properly come before the meeting.

Section 2.3. Special Meetings. It shall be the duty of the President to call special meetings of Unit Owners as directed by the Board of Managers or upon a petition signed by not less than one-third (1/3) of the Unit Owners. Such petition shall state the purpose or purposes of the proposed meeting, and the business transacted at such meeting shall be limited to such stated purpose or purposes.

Section 2.4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 2.5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 2.6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of Board of Managers
- (f) Reports of committees
- (g) Election of inspectors of election
(when so required)
- (h) Election of members of the Board of
Managers (when so required)
- (i) Unfinished Business
- (j) New Business

Section 2.7. Waiver of Notice. Notice of a meeting need not be given to any Unit Owner who signs a waiver of the same, either in person or by proxy, whether before the meeting or after. The attendance of any Unit Owner at a meeting in person or by proxy shall be deemed a waiver of notice of such meeting by him, unless protest is made by him of the lack of proper notice prior to the conclusion of such meeting.

Section 2.8. Voting. Each Unit Owner shall be entitled to cast one vote for each one one-hundredth (1/100th) of a percent (.0001 expressed as a decimal) of interest appurtenant to his Unit in the Common Elements, rounded off to the nearest .0001. If the Sponsor shall own any Units, then the Sponsor may cast the votes to which such Unit shall be entitled subject to the provisions of Section 2.1. Any Unit or Units owned by the Board of Managers, or its designee, shall not be entitled to vote. A vote may be cast in person or by proxy. To be valid, a proxy must be duly signed and acknowledged by the Unit Owners and filed with the Secretary prior to or at the meeting. A proxy is valid only for the particular meeting designated thereon. A proxy may be revoked by a Unit Owner by his personal appearance at the meeting, and his filing with the Secretary of a written revocation; or if a successor proxy is to be appointed, by filing with the Secretary prior to the meeting, a revocation of original proxy and designation of successor proxy.

Section 2.9. Majority of Unit Owners. As used in these By-Laws, the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 2.8. of this Article II.

Section 2.10. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 2.11. Majority Vote. The vote of a majority of Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Declaration or these By-Laws, a higher percentage vote is required.

ARTICLE III

Board of Managers

Section 3.1. Number and Term. Until the first meeting of Unit Owners shall have been held, the Board of Managers shall consist of such persons as the Sponsor shall appoint, none of whom need be a Unit Owner. At the first meeting of Unit Owners, subject to the right of the Sponsor to appoint managers as set forth in Section 2.1 hereof, the Unit Owners shall elect two (2) managers to serve for a term as provided in Section 2.1. Thereafter, the Board shall consist of seven (7) persons, who shall be elected for three (3) year terms, all of whom shall be Unit Owners, except those appointed by the Sponsor, who need not be Unit Owners.

Section 3.2. Removal, Resignations, Vacancies.

(a) A manager may be removed without cause only if a petition, signed by not less than twenty-five percent (25%) of

the Unit Owners, shall have been sent to the President of the Condominium. Upon receipt of such petition, the President shall convene a special meeting of Unit Owners, to meet within fifteen (15) days, and such manager may be removed upon a majority vote of the Unit Owners cast at such special meeting.

(b) A manager may be removed for cause by a two-thirds (2/3rds) vote of the Board of Managers, or by majority vote of the Unit Owners at a regular meeting or at a special meeting called for such purpose.

(c) A manager may resign at any time by giving written notice to the Board of Managers, the President or the Secretary. Unless otherwise specified in the letter of resignation, such resignation shall take effect immediately upon receipt thereof by the Board or by the officers designated to receive the same. A resignation, however, shall not relieve a manager from liability by reason of malfeasance or negligence while in office.

(d) No manager shall continue to serve on the board if, during his term of office he shall cease to be a Unit Owner, except managers appointed by the Sponsor, who need not be Unit Owners.

(e) Vacancies in the Board of Managers shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the Unit Owners.

Section 3.3. Quorum. A majority of the Board of Managers shall constitute a quorum for the transaction of business. If at any meeting there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum shall be present. At an adjourned meeting, any business which could have been transacted at the meeting originally called may be transacted without any further notice. The joinder of a manager in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such manager for the purpose of determining the presence of a quorum at such meeting.

Section 3.4. Regular Meetings. The Board of Managers shall meet regularly at least once every three (3) months at such times and places as the board may fix. It may hold its meetings at the office of the Condominium or at such other places within the County of Monroe, State of New York, as it may determine. The annual meeting of the board shall be held promptly after the annual meeting of the Unit Owners. A special meeting of the Board of Managers may be called by the President or Vice President on three (3) days' notice given either in writing, in person, by telephone, or by wire to each manager. Such special meeting must be called on the demand or request of at least two (2) members of the board.

Section 3.5. Notice of Meetings and Waivers. Regular meetings, once established may thereafter be held without notice at the time and at the place agreed upon by the Board. If the time or the place or a regular meeting be changed by circumstances beyond the control of the Board, notice of the change shall be given in the same manner as for a special meeting. Notice of a meeting need not be given to any manager who submits a waiver of notice, whether such waiver be before or after the meeting. Attendance at the meeting shall be deemed to be a waiver of notice thereof.

Section 3.6. Presiding Officer. The President, or, in the absence, the Vice President, or if both be absent, then a chairman selected and chosen by the Board shall preside at all meetings of the Board of Managers and of the Condominium.

Section 3.7. Compensation. No member of the Board of Managers shall receive any compensation for serving on the Board unless Unit Owners, by majority vote, shall determine otherwise.

Section 3.8. Powers and Duties of the Board. The Board shall have and may exercise all of the powers granted to it under the Condominium Documents. The Board of Managers shall exercise its powers and duties in accordance with the provisions of the Declaration and said Board shall have power:

(a) To make, levy and assess Common Charges against the Unit Owners for the purpose set forth in the Declaration and to use the same in the exercise of its power and duties.

(b) To maintain, repair, replace and operate the Condominium Property and, in case of casualty, to reconstruct and re-establish the Property and to make improvements therein.

(c) To contract for the management of the Property, to enforce by legal means all of the provisions of the Condominium Documents, these By-Laws, the rules and regulations of the Condominium, the resolutions and decisions rendered in pursuance of the By-Laws and to approve or disapprove proposed purchasers, lessees and mortgagees on Units in accordance therewith.

(d) To prevent loss or damage to the Condominium by paying taxes, assessments, other than those levied against real property which are paid directly by the Unit Owners, or water rents or other liens against any part of the Condominium common interests and to assess the same against the Unit or Units subject to such liens.

(e) To execute and deliver a deed or deeds dedicating to public use any and all roads owned by the Condominium.

(f) To temporarily close public places in the Condominium when required for a special use.

(g) To make or amend rules and regulations respecting the use and operation of the Property but not inconsistent with the Declaration.

(h) To pay the cost of all power, water, sewer or other utility services rendered to the Condominium which are not separately billed to the Unit Owners.

(i) To enforce the provisions of the Condominium Documents by legal action if necessary and to employ legal, accounting, maintenance or other personnel for reasonable compensation to perform the service required for the proper administration of the Condominium.

(j) To purchase either at a foreclosure sale or from a defaulting Unit Owner in lieu thereof and to hold, mortgage or lease any unit.

(k) To accept a deed from a Unit Owner who desires to relieve himself from the payment of future Common Charges.

(l) To take possession of any abandoned Unit to prevent damage to the other Units or the Common Elements.

(m) To hire and discharge persons employed for the operation of the Property on such terms and conditions as the board, in its sole discretion, may deem advisable.

(n) To do any and all things which prudent operation of the Condominium would require.

Section 3.9. Managing Agent and Managers. The Board of Managers may employ a managing agent and/or a manager for the Condominium, at a compensation established by the Board, to perform such duties and service as the board shall authorize. The Board may delegate to such managing agent and/or manager any or all of the powers granted to the Board of Managers by these By-Laws, except those powers set forth in Section 3.8, subdivisions (a), (e), (g), (j) and (k) hereof; and except with respect to subdivisions (c) and (i), neither the approval of purchasers, lessees and mortgagees, nor the employment of legal and accounting personnel may be delegated.

Section 3.10. Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of the contracts made by the Board of Managers on behalf of the Condominium, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager, on behalf of the Condominium, shall provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

During such period as designees of the Sponsor shall constitute the Board of Managers, such managers are expressly authorized to engage the Sponsor or contractors or persons designated by the Sponsor for the purpose of performing services or supplying materials for any of the matters within the jurisdiction of the Board of Managers, and no such engagement shall be deemed to be "self dealing."

ARTICLE IV

Officers

Section 4.1. At the annual meeting of the Board of Managers of the Condominium, there shall be elected a President, Secretary, Treasurer and such Vice Presidents to assist the President as may be required, but not exceeding three (3). These officers shall all serve for a term of one (1) year, and they shall be members of the Board of Managers.

Section 4.2. President. The President shall be the Chief Executive Officer of the Condominium and he shall have all the powers and duties usually vested in a President of a condominium, including the power to appoint committees as he may, with the consent of the Board of Managers, deem appropriate. He shall exercise such other powers and duties as shall be prescribed by the board. He shall see that all orders and resolutions of the board shall be carried into effect. He may delegate some of his duties to Vice Presidents elected.

Section 4.3. Vice Presidents. The Vice President shall perform all duties as shall be delegated to him by the President. He shall serve as chairman of the respective committees which the Board of Managers shall deem appropriate. If there is more than one Vice President, they shall exercise the powers and perform the duties of the President in his absence or disability in the order of their appointment.

Section 4.4. Secretary. The Secretary shall keep a record of all actions of the Board and all meetings of the Unit Owners. He shall attend to the giving of all notices to the Unit Owners and/or managers and shall supervise the service thereof. He shall have custody of the seal of the Condominium and shall affix the same to such instruments as may require a seal when duly signed. He shall prepare and have available at each meeting of the Unit Owners a certified list in alphabetical order of the names of the Unit Owners and of their common interest and certify which of them are entitled to vote. He shall perform all other duties incident to the office of the Secretary of the Condominium as may be required by the President of the Board of Managers.

Section 4.5. Treasurer. The Treasurer shall keep the financial records of the Condominium and shall keep books of account and shall have custody of all the common property of the Condominium including all funds, securities and evidences of indebtedness. He shall keep the assessment roll and the accounts of the Unit Owners. He shall perform all other duties incident to a Treasurer of the Condominium as prescribed by the Board. He shall deposit all monies and other valuables in the name of and to the credit of the Condominium in such depositories as shall be designated by the Board. He shall disburse the funds of the Condominium as may be ordered and authorized by the Board and shall preserve proper vouchers for such disbursements. He shall render an annual report at the annual meeting of Unit Owners. The Treasurer and the President shall as prescribed by the Board report on the operation of the Condominium Property and the payment of Common Expenses and the determination and collection of the Common Charges.

Section 4.6. Compensation. No officer shall receive any compensation for serving as an officer, unless the Unit Owners, by majority vote, shall determine otherwise, in which case salary shall be fixed in such manner as shall be approved by the Unit Owners.

Section 4.7. Removal. Any officer may be removed from office by a majority vote of the Board of Managers or by a majority vote of the Unit Owners at a regular or special meeting called for such purpose.

Section 4.8. Contracts, Checks, etc. Any agreements, contracts, checks, leases and other instruments shall require execution by two (2) officers or by such other person or persons designated by the Board of Managers.

ARTICLE V

Notices

Unless specifically provided to the contrary, whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any manager or Unit Owner, such notice may be given in writing by personal delivery or by mail, by depositing the same in a post office or letter box; in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit Owner at such address as appears on the books of the Condominium. A waiver of notice in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent of such notice.

ARTICLE VI

Operation of the Property

Section 6.1. Determination of Common Expenses and Fixing of Common Charges. The Board of Managers shall from time to time, and at least annually, as herein provided, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess same among the Unit Owners according to their respective interests in the Common Elements. The Common Elements shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Article VIII of these By-Laws. The Common Expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase, lease or acquisition of any interest in property by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all Unit Owners, promptly, in writing, of the amount of Common

Charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such Common Charges are based, to all Unit Owners and to their mortgagees. In addition to the foregoing, the Board of Managers shall assess against each Unit Owner equally, the charges relating to the Community Facilities.

Section 6.2. Payment of Common Charges. Assessments for Common Charges shall be made for each fiscal year fifteen (15) days in advance of the year for which the assessments are made. Such annual assessments shall be due and payable in four (4) equal quarterly installments on the dates established by the Board of Managers, who may review and reconsider the assessments made and may increase or decrease the same, and such increase required for the proper management, maintenance and operation of the Common Elements and Community Facilities, and the Unit Owners shall pay any such increase on the first day of the month following notice of the increase.

Section 6.3. Other Assessments. Taxes, assessments, water rates, sewer rents, which may be levied against the Condominium Property as a whole before separate assessments for each Unit is made as provided by Section 339-y of the Condominium Act, shall be paid by the Board of Managers and shall be included in the budget and paid by the Unit Owners as a Common Charge.

All liens against the Common Elements of any nature, including taxes and special assessments levied by governmental authority, other than those levied against real property, which are paid directly by the Unit Owners, may be paid by the Board of Managers and shall be assessed by it against the Unit or Units in accordance with their respective interest or to the Common Charges account, whichever is appropriate.

All other assessments, either for emergencies or otherwise, shall be made by the Board of Managers in accordance with the provisions of the Condominium Act and the Condominium Documents and if the time of payment is not set forth therein, the same shall be determined by the Board of Managers.

Section 6.4. Roll of Assessments and Common Charges. The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the office of the Board of Managers for inspection at all reasonable times by Unit Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the owner or owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Board of Managers as to the status of a Unit Owner's assessment account shall limit the liability of any person for whom made other than the Unit Owner. The Board of Managers, or its agents, shall issue to the first mortgagee upon its demand a certificate showing the status on the assessments due from the Unit Owner and shall also issue such certificates to such persons as a Unit Owner may request in writing.

Section 6.5. Unpaid Assessments and Common Charges. The owner of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee

therefor. A foreclosing mortgagee or a purchaser of a Unit at a judicial or foreclosure sale shall be liable only for Common Charges accruing after the date of such sale, and such Unit shall not be subject to a lien for unpaid assessments prior to such sale.

Section 6.6. Liens for Assessments and Common Charges. If any assessment or Common Charge shall remain due and unpaid for more than thirty (30) days, the Board of Managers is empowered to file or record a lien therefor and to enforce the same pursuant to Section 339-a of the Condominium Act.

Section 6.7. Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Board of Managers any assessment or Common Charge as determined by the Board of Managers, such Unit Owner shall be obligated to pay interest at the maximum legal rate on such Common Charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges. The Board of Managers shall have the right and duty to attempt to recover such Common Charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by the Real Property Law of the State of New York, in the manner provided therein.

Section 6.8. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6.9. No Exemption. No Unit Owner may exempt himself from the liability for payment of his Common Charges and expenses by waiver of the use or enjoyment of any of the Common Elements or the Community Facilities, or by abandonment of his Unit.

Section 6.10. Conveyance to the Board of Managers. Any Unit Owner, by complying with the terms and conditions specified in the By-Laws, may convey his Unit to the Board of Managers, free and clear of all liens or encumbrances other than a permissible first mortgage and a statutory lien for unpaid Common Charges, and from and after such conveyance, he shall be exempt from the Common Charges accruing thereafter.

Section 6.11. Statement of Common Charges. The Board of Managers shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges due from such Unit Owner.

Section 6.12. Terraces and Patios. Terraces, patios, or balconies to which there is direct access from the interiors of Units, are part of such Units. Any such terrace, patio or balcony shall be kept free and clean of snow, ice and any other accumulation by the owner of such Unit who shall also make all repairs thereto.

Section 6.13. Right of Access. Each Unit Owner hereby grants a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in this Unit and threatening another Unit or a Common Element, or for the purpose of performing installation, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for such entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 6.13, any costs for repairs shall be borne in accordance with the provisions of Section 6.3 of this Article VI.

Section 6.14. Rules of Conduct. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Schedule A.

Section 6.15. Electricity and Gas. Electricity and gas shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity and gas, consumed or used in his Unit. The electricity and gas serving the Common Elements shall be separately metered, and the Board of Managers shall pay all bills for electricity and gas consumed in such portions of the Common Elements, as a Common Expense.

ARTICLE VII

Mortgages

Section 7.1. Notice to Board of Managers. A Unit Owner who mortgages his Unit, shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. The Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 7.2. Notice of Unpaid Common Charges. The Board of Managers, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Common Charges due from, or any other default by, the owner of the mortgaged Unit.

Section 7.3. Notice of Default. The Board of Managers when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Managers.

Section 7.4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

ARTICLE VIII

Insurance

The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage insuring the buildings containing the Units (including all of the Units and the bathroom and kitchen fixtures initially installed therein by the Sponsor, but not including carpeting and/or drapes furnished by the Sponsor or furniture, furnishings, or other personal property supplied or installed by Unit Owners), together with all air conditioning equipment and other service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, for 100% of the insurable value of the improvements, which amount shall be determined by the Board of Managers, each of which policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear; subject, however, to the loss payment provisions in favor of the Board of Managers and the insurance trustee; (2) workmen's compensation insurance; and (3) such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers and that the net proceeds thereof, if \$20,000 or less, shall be payable to the Board of Managers and if more than \$20,000 shall be payable to the insurance trustee. For the purpose of determining the insurable value of the buildings containing the Units, the Board of Managers shall at intervals of not more than two (2) years, obtain an insurance survey prepared by a qualified insurance surveyor and the results of such survey shall be made available to mortgagees holding mortgages on any Unit upon request of such mortgagee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured of any Unit Owners, and shall provide that such policies may not be cancelled or modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

Section 7.3. Notice of Default. The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Managers.

Section 7.4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

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All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured of any Unit Owners, and shall provide that such policies may not be cancelled or modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager, and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of such additional insurance carried by any Unit Owner.

ARTICLE IX

Reconstruction or Repair

of Casualty Damage; Condemnation

Section 9.1. In the event of damage to or destruction of any of the buildings or Common Elements as a result of fire or other casualty, the insurance proceeds, if any, shall be payable to the Board of Managers if they do not exceed \$20,000; and if in excess of \$20,000, then to such insurance trustee as the Board of Managers shall select, subject to the reasonable approval of the mortgagee holding the greatest number of mortgages encumbering Units affected by such damage or destruction. The Board of Managers shall arrange for the prompt repair and restoration of such buildings containing the Units (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, but excluding any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the Units), and the Board of Managers or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers shall assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the Common Charge.

If there shall have been a repair or restoration pursuant to the first paragraph of this Article IX, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be divided by the Board of Managers or the insurance trustee, as the case may be, among all the Unit Owners subject to the rights of holders of mortgages encumbering such Units in proportion to their respective common interests after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on such Unit in the order of priority of such liens.

If seventy-five percent (75%) or more of the Units are destroyed or substantially damaged as determined by the Board of Managers and seventy-five percent (75%) or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for

partition upon the suit of any Unit Owner of lienor, as if owned in common, in which event, the net proceeds of sale, together with the net proceeds of insurance policies shall be held in escrow by the Board of Managers or the insurance trustee, as the case may be, to be divided among all Unit Owners, subject to the rights of holders of mortgages encumbering such Units, in proportion to their respective common interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owners to the payment of any liens on his Unit, in the order of the priority of such liens.

Wherever in this Article IX the words "promptly repair" are used, it shall mean repairs are to begin not more than sixty (60) days from the date the insurance trustee notifies the Board of Managers of the Unit Owners that it holds proceeds of insurance sufficient to pay the estimated costs of such work; or not more than ninety (90) days after the insurance trustee notifies the Board of Managers and the Unit Owners that such funds are insufficient to pay said estimated costs and advises them of the amount of the required completion bond, if necessary, or in the event there is no insurance trustee, not more than sixty (60) days from the date of receipt of insurance funds on account of such damage or destruction and wherever the words "promptly resolve" are used, it shall also mean not more than sixty (60) days from the date of receipt of said insurance funds.

Section 9.2. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers if the award does not exceed \$20,000, and shall be payable to the insurance trustee if it exceeds \$20,000. The Board of Managers shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the insurance trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If there shall be a surplus of such proceeds, or if the Board of Managers shall elect not to repair or restore the Common Elements, then the proceeds shall be distributed in the same manner as insurance proceeds under this Article IX. In the event that the condemnation award shall exceed \$50,000, and seventy-five percent (75%) or more of the Unit Owners do not duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the insurance trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in this Article IX. As used in this Section 9.2, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

ARTICLE X

Restrictions

Section 10.1. The Declarant, and each Unit Owner by the acceptance of the deed, covenants for himself, his heirs, personal representatives, successors and assigns, and every person holding or occupying through or under him that he will faithfully observe all of the terms, covenants and conditions wherever imposed in the Declaration and in the By-Laws.

Section 10.2. Each Unit Owner, for himself, his personal representatives, his lessees, heirs, successors and assigns, further covenant that:

(a) He will not use, cause or permit the Unit to be used other than as provided in this Declaration, nor will he use, cause or permit the Unit to be subdivided, changed or altered without first having obtained the approval of the Board of Managers.

(b) He will not use, permit or allow the Unit or any part thereof to be used for an immoral, improper, offensive or unlawful purpose nor will he permit or allow any nuisance within the Unit nor will he use, permit or allow the Unit to be used in a manner which will be a source of annoyance or which in any way interferes with the peaceful possession, enjoyment and proper use of the Property by the other Unit Owners.

(c) He will not mortgage his Unit or any interest therein without first obtaining the approval of the Board of Managers, except a first mortgage to a bank, trust company, insurance company, federal savings and loan association, pension fund, or other institutional lender, and in any event, he will furnish a copy of such mortgage to the Board of Managers.

ARTICLE XI

Sales, Leases and Mortgages of Units

Section 11.1. No Unit Owner other than the Sponsor may sell or lease his Unit or any interest therein except by complying with the following provisions:

Any Unit Owner who receives a bona fide offer for the purchase of his Unit, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), or a bona fide offer for a lease of his Unit (hereinafter called an "Outside Offer"), which he intends to accept, shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the Board of Managers or its designee, corporate or otherwise, on behalf of the owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owners believe the Outside Offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the Board of Managers may elect, by notice to such Unit Owner, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on

the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner. In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close at such place as is designated by the Board of Managers within forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the Unit Owner, if such Unit, together with the Appurtenant Interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by the Real Property Law of the State of New York, with all necessary Documentary Stamps affixed and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, as its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer. In the event the Board of Managers, or its designee, shall fail to accept such offer within thirty (30) days as aforesaid, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside Offer. Any such deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the rules and regulations, as the same may be amended from time to time. Any such lease shall be consistent with the By-Laws and shall provide that it may not be modified, amended, extended or assigned without prior consent in writing of the Board of Managers, and that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have power to terminate such lease and/or to bring summary judgment proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. In the event the offering Unit Owner shall not contract to sell such Unit together with the Appurtenant Interests or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all the terms and provisions of this Section 1 of this Article XI.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 11.2. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners.

Section 11.3. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 11.4. The right of first refusal contained in Section 11.1 of this Article XI may be released or waived by the Board of Managers in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased free and clear of the provisions of such section.

Section 11.5. A certificate executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 11.1 of this Article XI have been met by a Unit Owner, or have been duly waived by the Board of Managers, and that the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers and the Unit Owners in favor of all persons who rely thereon in good faith. Such certificates shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 11.1 of this Article XI or with respect to whom the provisions of such section have been waived, upon request, at a reasonable fee, not to exceed Ten Dollars (\$10.00).

Section 11.6. Acquisition of Units by the Board of Managers, or its designee, on behalf of all Unit Owners, may be made from the working capital and Common Charges in the hands of the Board of Managers, or if such funds are insufficient, the Board of Managers may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements, as a Common Charge, which assessment shall be enforceable in the same manner as provided in Sections 2 and 3 of Article VI, or the Board of Managers, in its discretion, may borrow money to finance such acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers.

Section 11.7. The provisions of Section 11.1 of this Article XI shall not apply with respect to any sale or conveyance by a Unit Owner of his Unit, together with Appurtenant Interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them, or to a Unit owned by the Sponsor, or to the acquisition or sale of a Unit, together with the Appurtenant Interests, in foreclosure by a mortgagee herein authorized or a referee in foreclosure, who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to any purchaser of such Unit from such mortgagee or referee.

Section 11.8. Any Unit Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy, without restriction.

Section 11.9. In the event that a Unit shall be acquired by the Board of Managers or its designees, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights or partition with respect to such Unit.

Section 11.10. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid Common Charges theretofore assessed by the Board of Managers against his Unit, and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 11.11. No Unit Owner shall mortgage his Unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, or by a purchase money second mortgage taken by a Unit Owner in the sale of a Unit. Any such mortgage shall be substantially in the form on file with the Board of Managers, except for such changes or additions as may be legally necessary in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers.

ARTICLE XII

Default on and Foreclosure of Authorized or Other Liens on Units

Section 12.1. Upon the happening of a default under the terms of an authorized first mortgage which would permit the holder to declare the entire principal sum due, notice of the intention of the holder to do so shall be given to the Board of Managers but the failure to give such notice shall not prevent the holder from instituting a foreclosure action and joining the Board of Managers as a party defendant therein.

Section 12.2. The Board of Managers shall have the following rights, powers and privileges with respect to authorized first mortgages in default

(a) By and with the consent of the holder thereof, to remedy the defaults existing under the terms of the mortgage and to put the same in good standing. In the event the Board shall make the advances necessary to remedy the defaults, the Board shall be deemed to hold a junior participating interest in the obligation and mortgage for the sum of principal together with interest, insurance, taxes and other charges so advanced with the right to foreclosure of such junior participating interest against the defaulting Unit Owner for the benefit of the remaining Unit Owners. The holder of the mortgage shall in no event be required, or have the obligation to collect the junior interest so created nor to render any accounting to such junior participant.

(b) To acquire by assignment either before or after institution of foreclosure action from the holder thereof said mortgage in the name of the board or in the name of their designated nominee with all the powers and rights of the holder against the defaulting Unit Owner including the right to foreclose the same for the benefit of the remaining Unit Owners.

(c) To accept from the defaulting Unit Owner a deed transferring the Unit and its common interests and by and with the consent of the holder of the mortgage to remedy the defaults existing under the terms thereof for the benefit of the other Unit Owners.

(d) To continue any pending action or to institute an action to foreclose any mortgage taken by assignment under subdivision (b) hereof, or to make a deed in lieu of foreclosure of mortgage. In no event shall a Unit Owner be relieved from liability already incurred for past due Common Expenses and Charges nor be relieved from personal liability on the bond, note or other obligation by reason of any conveyance made under subdivision (c) hereof or under this subdivision.

Section 12.3. The Board of Managers shall be a necessary party in every action brought to foreclose any mortgage or other lien affecting a Unit. The Board of Managers shall be entitled to bid at any sale, whether the action be in its name or they be a defendant therein, and to purchase any Unit at such sale for such amount as shall be approved by a majority of the Board taking into consideration the amount due the plaintiff, the costs and disbursements, and all other charges affecting the Unit. The board shall not, however, be limited in its bidding to such amount or total but may bid any higher sum that it finds necessary in order to protect the interests of the other Unit Owners.

Section 12.4. In all actions or proceedings, other than the foreclosure of an authorized first mortgage, resulting in a sale, mortgage, letting or leasing of a Unit and its common interest, one of the provisions of the terms of sale, mortgage, letting or lease, shall be the obtaining of the approval of the Board of Managers.

ARTICLE XIII

Compliance and Default

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents, regulations, resolutions and decisions adopted pursuant thereto as they may be amended from time to time. A default shall entitle the Board of Managers or other Unit Owners to the following relief:

Section 13:1. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both maintainable by the Board of Managers on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner. In any case of flagrant or repeated violation by a Unit Owner, he may be required by the Board of Managers to give sufficient surety or sureties for his future compliance with the By-Laws, rules, resolutions and decisions.

Section 13.2. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent that such expense is not met by the proceeds of insurance carried by the Board of Managers. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

Section 13.3. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

Section 13.4. The failure of the Board of Managers or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Board of Managers or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 13.5. All rights, remedies and privileges granted to the Board of Managers, its designated agent, or a Unit Owner, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

ARTICLE XIV

Units: Their Maintenance and Repair

Section 14.1. No Unit Owner shall do, or cause to be done, any work affecting his Unit which would jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any easement or hereditament therein. The Unit Owner shall cause any work being performed on the Unit which, in the sole opinion of the Board of Managers, violates this section, to be immediately stopped and he shall refrain from recommencing or continuing the same without the consent in writing of the Board. He shall not repair, alter, replace, or move any of the Common Elements which are located within his Unit without the prior consent in writing of the Board. He shall not repair, alter, replace or perform work of any kind on the exterior of the building, including balconies, or excavate any additional basement or cellar without, in every such case, first obtaining in writing the consent of the Board of Managers. He shall not alter or replace any walls except those nonbearing partition walls which are wholly within his Unit.

Section 14.2. It shall be the responsibility of the Board of Managers to maintain, repair or replace:

(a) All portions of the Unit which contribute to the support of the building, including main bearing walls, but

excluding painting, wall papering, decorating or other work on the interior surfaces of walls, ceilings and floors within the Unit.

(b) All portions of the Unit which constitute a part of the exterior of the building.

(c) All Common Elements within the Unit, provided, however, that to the extent such maintenance, repair or replacement is necessitated by negligence, misuse or neglect of a Unit Owner, he may be assessed for the costs thereof, as provided in Section 2 of Article XIII.

(d) All incidental damage caused by work done in direction of the Board of Managers.

(e) In the performance of any labor or in the furnishing of any material to a Unit, under the direction of the Board of Managers, no lien shall be established or give rise to the basis for filing a mechanic's lien against the Unit Owner, except such work performed for emergency repair. Nothing herein contained shall prevent such mechanic's lien being filed against a Unit Owner who expressly consents and requests in writing that the work be done.

Section 14.3. It shall be the responsibility of the Unit Owner:

(a) To maintain, repair or replace at his own expense (i) all portions of the Unit which may cause injury or damage to the other Units or to the Common Elements, except the portions thereof mentioned and described in Section 14.2 hereof; and (ii) all doors, windows, electrical, plumbing, heating and air conditioning fixtures and units within or belonging to his Unit.

(b) To paint, wall paper, decorate and maintain the interior surfaces of all walls, ceilings and floors within the Unit.

(c) To perform his responsibilities in such a manner and at such reasonable hours so as not to unreasonably disturb other Unit Owners in the building.

(d) To refrain from repairing, altering, replacing, painting or otherwise decorating or changing the appearance of any portion of the Common Elements without first obtaining the consent in writing of the Board of Managers, and to refrain from repairing, altering, replacing, painting, decorating or changing the exterior of the Unit or any exterior appendages whether exclusively used by the Unit Owner or otherwise without obtaining the Board of Managers' consent.

(e) To promptly report to the Board of Managers or their agent all work that he intends to perform for repair of any kind, the responsibility for the remedying of which lies with the Board of Managers. Any consent by the Board of Managers to the performance of such work by the Unit Owner shall not constitute an assumption by the Board of Managers to pay therefor. Also, the failure of the Board of Managers to take action on the notice shall not be deemed a waiver by it of its rights and shall also

not constitute a consent by the board of an assumption by it to pay for any work performed by the Unit Owner. Any consent given by the Board of Managers may set forth the terms of such consent and the Unit Owner shall be required to abide thereby.

Section 14.4. Nothing in this article contained shall be construed so as to impose a personal liability upon any of the members of the Board of Managers for the maintenance, repair or replacement of any Unit or Common Element or give rise to a cause of action against them. The Board of Managers, as such, shall not be liable for damages of any kind except for willful misconduct or bad faith.

ARTICLE XV

Liens and Suits

Section 15.1. All liens against a Unit other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date of lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.

Section 15.2. A Unit Owner shall give notice to the Board of Managers of every lien upon his Unit or any other part of the Property other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

Section 15.3. 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 Unit or any other part of the Property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

Section 15.4. Failure to comply with this article concerning liens will not affect the validity of any judicial sale.

Section 15.5. The Board of Managers shall maintain a register of all mortgages.

ARTICLE XVI

Judicial Sale

Section 16.1. No judicial sale of a Unit nor any interest therein shall be valid unless:

(a) The sale is to a purchaser approved by the Board of Managers which approval shall be in recordable form and shall be delivered to the purchaser and recorded with the recording officer; or

(b) The sale is a result of a public sale with open bidding in accordance with the terms of Section 7 of Article XI permitting a sale arising from a mortgage foreclosure of a first mortgage validity made as set forth herein or a deed accepted in lieu of such foreclosure.

Section 16.2. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be voidable until approved in writing by the Board of Managers.

ARTICLE XVII

Records

The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board of Managers to all Unit Owners at least quarter-annually. In addition, an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all Unit Owners promptly after the end of each fiscal year.

ARTICLE XVIII

Miscellaneous

Section 18.1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 18.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 18.3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 18.4. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XIX

Amendments to By-Laws

These By-Laws may be modified or amended by the vote of sixty-six and two-thirds percent (66 2/3%) in number and in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose. For so long as Sponsor owns any Units, Sponsor's written approval shall be required for any amendment to the By-Laws or Condominium Documents.

ARTICLE XX

LIBER 4936 PAGE 153

Conflicts

These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

SCHEDULE A

BY-LAWS

Rules and Regulations

1. The Units shall be used for residential purposes only, in conformance with the uses as set forth in the Declaration.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Managers except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.
3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use 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 Elements which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
4. Unit Owners shall not cause or permit anything to be hung on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior written consent of the Board of Managers.
5. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets, not to exceed two (2) per Unit, may be kept in Units, subject to the rules and regulations adopted by the Board of Managers, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property subject to these restrictions upon three (3) days' written notice from the Board of Managers.
6. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
7. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any building or which would structurally change any of the buildings.
8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any

part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

9. Except in recreational or storage areas designated as such by the Board of Managers there shall be no playing, lounging, or parking of vehicles, benches or chairs, on any part of the Common Elements.

10. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein nor shall any Unit be used for transient, hotel or motel purposes. The right is reserved by the Sponsor and the Board of Managers, or its agent, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee.

11. Nothing shall be altered or constructed in or removed from the Common Elements, except upon written consent of the Board of Managers.

12. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces, patios or carports thereof, any dirt or other substances.

13. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the Public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

14. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

15. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

16. Nothing shall be hung from the windows, terraces, patios or balconies or placed upon the exterior window sills.

17. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

18. No terrace, patio or balcony shall be decorated, enclosed, furnished or covered by any awning or otherwise without the consent in writing of the Board of Managers.

19. No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance.

20. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

21. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

22. No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

23. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

24. No portion of a Unit (other than the entire Unit) may be rented, and no transient may be accommodated therein.

25. No washing of automobiles shall take place on any of the Property. nor shall the roadway be used for parking automobiles including, specifically, trucks, commercial vehicles or trailers.

State of New York

Monroe County, ss.

Recorded on the 18th day
of November 1988 at
1:56 o'clock P. M. in Liber
4936 of Deeds
at page 28 and examined.

[Signature]

MONROE COUNTY CLERK

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

THIS INDENTURE, made the 5th day of November, 19 75

LIBER 4936 PAGE 157

BETWEEN
MONROE SAVINGS BANK

part Y of the first part, and

MICHAEL WAIDILA, JR. and MARGUERITE WAIDILA,

part ies of the second part,

WHEREAS, Monroe Savings Bank
by indenture of mortgage, bearing date the day of 19, recorded in the
office of the Clerk of the County of Monroe, in liber
of Mortgages, of Section page, on the day of 19
for the consideration therein mentioned, and to secure the payment of the money therein specified, did mortgage certain lands
and tenements, of which the lands hereinafter described are part, unto

Michael Waidila, Jr. and Marguerite Waidila

AND WHEREAS, the party of the first part, at the request of the part ies of the second part, has agreed to
give up and surrender the lands hereinafter described unto the parties of the second part, and to hold and retain the
residue of the mortgaged lands as security for the money remaining due on said mortgage

NOW THIS INDENTURE WITNESSETH, that the party of the first part, in pursuance of said agreement,
and in consideration of \$ 1.00 lawful money of the United States paid by the parties of the second part,
does grant, release and quitclaim unto the party of the second part, all that part of said mortgaged lands described as
follows: ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Rush, County of Monroe
and State of New York, bounded and described as follows:

Beginning at a point which is the intersection of the division line between Lot 15 on the
west and Lot 4 on the east and the division line between lands of Michael Waidila, Jr.
and Marguerite Waidila on the north and lands of Freda E. Markham, said point also being
the southwest corner of lands conveyed to Michael Waidila, Jr. and Marguerite Waidila by
Deed recorded November 1, 1963 in the Monroe County Clerk's Office in Liber 3158 of Deeds
at page 313; thence northeasterly along the division line between Lot 15 on the west
and Lot 4 on the east to the southwesterly line of the former right-of-way of Canandaigua
and Niagara Falls Railroad; thence southeasterly along the southwesterly line of said
right-of-way to the division line between lands of Michael Waidila and Marguerite Waidila
on the north and lands of Freda E. Markham on the south; thence westerly along said
division line between lands of Michael Waidila, Jr. and Marguerite Waidila on the north
and Freda E. Markham on the south to the point and place of beginning.

Subject to all covenants, easements and restrictions of record affecting said premises,
if any.

TOGETHER with the hereditaments and appurtenances thereunto belonging, and all the right, title and interest of the part of the first part, of, and to the same, to the intent that the lands hereby released may be discharged from said mortgage, and that the rest of the land in said mortgage specified may remain mortgaged to the part of the first part as heretofore.

TO HAVE AND TO HOLD the lands and premises hereby released and quitclaimed to the part of the second part, their distributees and assigns, and their own proper use, benefit and behoof, forever, free, clear and discharged of and from all lien and claim under and by virtue of the indenture of mortgage aforesaid.

IN WITNESS WHEREOF, this instrument has been duly executed by the part of the first part

IN PRESENCE OF

STATE OF NEW YORK,
COUNTY OF

On the 5th day of November 19 75,
before me came Gertrude D. DeBree
to me known, who, being by me duly sworn, did depose and say
that she resides at No. 1308 Hatch Road, Penfield

New York; that she is the Asst. Vice
of Monroe Savings Bank
the corporation described in and which executed, the foregoing instru-
ment: that she knows the seal of said corporation; that the seal
affixed to said instrument is such corporate seal; that it was so affixed
by order of the Board of Trustees of said
corporation: that she signed her name thereto by like order.

Monroe Savings Bank

By: Gertrude D. DeBree
Gertrude D. DeBree, Asst. Vice President

STATE OF NEW YORK,
COUNTY OF

On the day of 19
before me came

to me known to be the individual described in, and who executed
the foregoing instrument, and acknowledged that he executed
the same.

Richard C. Kelly, Jr.
Notary Public
RICHARD C. KELLY, JR.
Notary Public, State of New York
County of Hamilton
My Commission Expires March 30, 1977

MONROE SAVINGS BANK

TO

MICHAEL WADILLA, JR. and
MARGUERITE WADILLA

Release
PART OF MORTGAGED PREMISES

Dated, 19
The land affected by the within instrument
lies in the Town of Rush, County
of Monroe and State of New York.

RECORD AND RETURN TO

*Recorder, 1750 Lincoln Turnpike
Troy, New York 12180*

Reserve this space for use of Recording Office.

State of New York
Monroe County SS
Recorded on the 18th day
of November 1975 at
2:01 o'clock PM in Liber
4936 of 1000
at page 157 and examined
J. Ross Jovan

MONROE COUNTY CLERK

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