

BOOK 6395 - 134

THE VILLAGER CONDOMINIUM

DECLARATION OF CONDOMINIUM

North Main Street (Clover Street)  
Village of Honeoye Falls  
Town of Mendon, New York

57559

RECORDED  
83 SEP 28 PM 3 25  
NO. 100.00  
CLERK'S OFFICE

194

## EXHIBIT 1

## DECLARATION

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ARTICLE I

Submission - By this Declaration the Owner submits the property described in this Declaration to the provisions of Article 9-B of the Real Property Law of the State of New York.

ARTICLE II

Description - The Owner owns the following property ("Property") situated in the Village of Honeoye Falls, Town of Mendon, County of Monroe and State of New York, together with the buildings and improvements thereon erected, being more particularly bounded and described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Honeoye Falls, Town of Mendon, County of Monroe and State of New York, bounded and described as follows: Beginning at a point on the centerline of North Main Street, said point of beginning being where said centerline is intersected by the southerly line or that portion of Chase Unit Honeoye Falls Cemetery lying east of North Main Street, and running thence from said point of beginning S 81° 30' 50" E along the southerly line of said cemetery property, and passing through an iron pipe, 26.79 feet distant and continuing on the same course, 516.17 feet farther, comprising a total distance of 542.96 feet to a concrete monument; thence S 80° 15' 50" E along the southerly line of Stever-Locke Specialties, Inc., and land reputedly owned by Burt Basal, 578.10 feet to a nail in a wooden stake; thence S 9° 47' 30" W along a westerly line of said Basal property; 396.14 feet to a nail in a wooden stake; thence N 83° 59' 30" W along the northerly line of said Basal property and land reputedly owned by James Illenbec, 687.80 feet to an iron pipe; thence N 4° 06' E along land now or formerly owned by Don G. and Edith I. Driscoll, 142.03 feet to an iron pipe; thence N 89° 44' W along said Driscoll property, 174.27 feet to an iron pipe; thence N 14° 00' W along said Driscoll property and land now or formerly owned by Lyle E. Kreiger, 263.53 feet to an iron pipe; thence S 76° 00' W and passing through an iron pipe 75.25 feet distant and continuing on the same course, 24.75 feet farther, comprising a total distance of 100.00 feet to a point on the centerline of North Main Street; thence N 14° 00" W along the centerline of North Main Street, 126.00 feet to the point and place of beginning, comprising an area of 8.690 acres, including the land within the right-of-way of North Main Street.

## ARTICLE III

Definitions and Terms

1. "Assessment" means that portion of the cost of maintaining, repairing and managing the property which is to be paid by each Unit Owner as determined by the Board of Managers.
2. "Board of Managers" means the group of persons selected, authorized and directed to manage and operate the Condominium provided by the Condominium Act, this Declaration and the By-Laws.
3. "Building or Buildings" means the sixteen buildings containing, in the aggregate, seventy (70) townhouse units located on the premises described in Article II.
4. "Common Charges" means each unit's share of the common expenses in accordance with its common interest in relation to the entire project as determined by the Board of Managers.
5. "Common Elements" means all that part of the Condominium property other than a unit.
6. "Common Expenses" means and includes the actual and estimated expenses of operating the property 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.
7. "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.
8. "Common Profits" means the excess of all receipts of the rents, profits and revenues from the common elements or other assets of the Condominium organization remaining after the deduction of the common expenses and allowing for the retention of a reasonable reserve for future expenditures, all as fixed by the Board of Managers.
9. "Common Surplus" means the excess of all receipts of the Condominium organization, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
10. "Condominium" means and includes the land in the Condominium, whether or not contiguous, and all building and other improvements thereon and all easements and rights appurtenant thereto for use in connection with the Condominium.

11. "Declarant" means The Villager Company, 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 deed conveying the units.

12. "Declaration" means the 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.

13. "Family" as used in this Declaration and in the By-Laws and Rules and Regulations means the immediate family of the Unit Owner. It may include no more than four adults all related to one another as brother, sister, mother, father, wife, husband, unmarried adults living together, daughter, or son together with their children. For example: There may be one parent, the Unit Owner and a brother of Unit Owner, or a brother and sister of Unit Owner, or any other combination of two.

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

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

16. "Owner" means the person or persons owning a residential unit in fee simple.

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

18. "Recording Officer" means the Clerk of the County of Monroe and "Recording" or "Recorded" means the filing for the purpose with the said Clerk of the County of Monroe and the payment of the proper fees therefor.

19. "Restricted Common Elements" means all that part of the Condominium project other than a unit, the use of which is exclusive to a particular Unit Owner.

20. "Share" means the percentages in and to the common elements attributed to each unit.

21. "Unit" means the living area as measured horizontally from the exterior surface of the sheetrock of all opposite walls to the exterior surface of the sheetrock of all opposite walls and vertically from the upper surface of the concrete basement floor of the unit to the exterior surface of the sheetrock forming the ceiling of the Unit. Doors, windows, screens and interior walls which abut a Unit are part of the Unit. The description of the Units set forth herein pertains to the location of the walls, floors and ceilings of the Units as they are set forth in the floor plans to be filed simultaneously with the recording of this Declaration.

22. "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 annexed to this Declaration.

#### ARTICLE IV

Condominium. The Owner is converting the subject property to a Condominium known as The Villager Condominium. Annexed hereto and made a part hereof as Exhibits 6 and 7 is a list of all Units in the Buildings, their unit designations, locations, approximate areas, number of bedrooms, description of Buildings, the number of stories, the number of Units and the principal materials of which the Building is constructed, and the percentage of interest of each Unit in the common elements, as listed hereinafter in this Declaration, and referred to as the "common elements", all of the above in accordance with Article 9-B of the Real Property Law of the State of New York.

#### ARTICLE V

Common Elements. The common elements of the Condominium consist of all the Condominium, except the Units, including, but not limited to, exterior walls and roofs of Units, swimming pool, clubhouse, all land, and other improvements.

The common elements shall not be divided, nor shall any right to partition any part thereof exist, but nothing herein contained shall be deemed to prevent ownership of a unit as tenants by the entirety, joint tenants, or tenants in common.

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, as expressed in an amended Declaration. Such common interest cannot be separated from the

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unit to which it appertains and shall be deemed conveyed with the unit, even though such interest is not expressly mentioned or described in the conveyance or other instrument.

#### ARTICLE VI

**Easements.** Each Unit Owner shall have and shall be subject to an easement in favor of the owners of all other units to use in accordance with present use and present available facilities the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit. The Board of Managers shall have a right of access to each unit to inspect the same to remove violations therefrom and for maintenance, repair or improvements to any pipes, wires, ducts, cables, conduits and public utility lines located in any unit and servicing any other unit. The cost of such repairs shall be a common expense. The Board of Managers shall have a right of access to all common elements to remove violations and for inspection, maintenance repair or improvement.

#### ARTICLE VII

**Common Interest.** Each Unit Owner shall have such percentage of interest in the common elements as is set forth in Schedule \_\_\_\_\_ and shall bear such percentage of the common expenses or the Condominium. Each Unit Owner shall have one vote for all voting purposes at any meeting of the Unit Owners. The percentage of interest of each unit in the common elements has been determined by the Sponsor on the basis of the approximate proportion that the floor area of each unit as of the date of this Declaration bears to the aggregate floor area of all Units.

#### ARTICLE VIII

##### Common Charges and Assessments

a. 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 by abandonment of his unit except any Unit Owner may carry his unit to the Board of Managers and from and after such conveyance he shall be exempt from the common charges thereafter accruing.

b. The common expenses shall be charged by the Board of Managers to the Unit Owners, according to their respective common interest.

c. Insurance shall be obtained upon the property and the cost thereof shall be borne and paid as common charges.

d. Assessments against the Unit Owners shall be made and approved by the Board of Managers and shall be paid by the Unit Owners and each owner shall be liable for his share of the common charges, except as in this article provided.

e. Assessments for common charges shall be made for the calendar year annually in advance of the year preceeding the year for which the assessments are made. Such annual assessments shall be due and payable in equal monthly installments on the 1st day of each and every month. The Board of Managers 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 the Unit Owners shall pay any such increase on the 1st day of the month following notice of the increase. The Board of Managers may make a special assessment for improvements to one building against all of the owners of the units of that building upon the approval of all Unit Owners.

f. All liens against the common elements of any nature, including taxes and special assessments levied by governmental authority, 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.

g. 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 the payment is not set forth therein, the same shall be determined by the Board of Managers.

h. 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 during the weekdays 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 agent, shall issue to the first mortgagee upon its demand a certificate showing the status of the assessments



due from the Unit Owner and shall also issue such certificates to such persons as a Unit Owner may request in writing.

i. 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 the conveyance but without prejudice to the rights of the grantee therefor. A purchaser of a unit at a judicial sale shall be liable only for assessments pro-rated to the period after the date of such sale.

j. If any assessment or common charges shall remain due and unpaid for more than 15 days, the Board of Managers is empowered to file or record a lien therefor and to enforce the same pursuant to Section 339-aa of the Condominium Act.

#### ARTICLE IX

Units Acquired by the Board. In the event any Unit Owner shall convey his unit to the Board of Managers in accordance with Section 339-x of the Real Property Law, or the Board of Managers shall purchase any unit, title to such unit, or the rights to the lease of such unit, shall be held by the Board of Managers, or its designee, on behalf of all or the other Unit Owners.

In order to carry out the provisions of this paragraph, each Unit Owner shall grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers and their successor to acquire title or lease any such unit under whatever terms the Board may in its sole discretion deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such unit under such terms as the Board in its sole discretion shall deem proper.

#### ARTICLE X

Encroachments. If any portion of a unit or the common elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another, or shall hereinafter encroach upon another as a result of original construction or settling or shifting of the building, or by reason of the repair or restoration by the Board of Managers of the building, any unit or the common elements, a valid easement for the encroachment and in the maintenance of the same, so long as it stands, shall and does exist. In the event the building is partly or totally destroyed as a result of fire or other casualty, or as a result of eminent domain and is rebuilt, the Unit Owners agree that encroachments or any portion of the unit or the common elements as aforescribed due to construction, shall be permitted, and that a valid easement

for said encroachment and the maintenance thereof shall exist so long as the building shall stand.

ARTICLE XI

Amendment and Withdrawal. The dedication of the property to Condominium ownership herein shall not be revoked, or the property withdrawn from the Condominium ownership, or any of the provisions herein amended unless at least eighty percent (80%) of the Unit Owners in number and in common interest and the first mortgagees, if any, of each of those same Units agree to such revocation or amendment or removal of the property from the Plan by duly recorded instruments. Any amendment to this Declaration shall not take effect until it is duly recorded in the office of the County Clerk of Monroe County.

ARTICLE XII

Subject to Declaration, By-Laws. All present or future Unit Owners, present and future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of the Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Condominium or the mere act or occupancy of any of said Units shall signify that the provisions of this Declaration and the By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE XIII

Unit Ownership. Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain such until such time as he ceases to own the Unit for any reason.

ARTICLE XIV

Conveyance of a Unit. In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the Grantee of the Unit shall be jointly and severally liable with the Grantor for any unpaid common charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the grantor the amounts paid by the Grantee therefor. Any such Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid common charges against the Grantor and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid common charges against the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of a mortgage of record or other purchaser of a Unit at a foreclosure sale or a mortgage of record.

ARTICLE XV

Covenants and Restrictions. The use of the Unit by the Unit Owner or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

(1) The Unit and area restricted to the Unit Owner's use shall be maintained in good repair and overall appearance.

(2) No structural alterations to the Unit or other alterations which would impair the structural soundness of the Building may be made without the written consent of the Board of Managers. Consent may be requested through the Management Agent, if any, or through the President of the Board of Managers, if no Management Agent is employed. The Board of Managers shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

(3) Any Unit Owner who mortgages his Unit shall notify the Board of Managers providing the name and address of his mortgagee.

(4) The Board of Managers shall, at the request of the mortgagee of the Unit, report any unpaid common charges due from the Unit Owner of such Unit.

(5) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

(6) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof an all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(7) Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Unit Owners, provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.

(8) The common charges shall be paid when due.

(9) Occupancy of the Units shall be restricted to Single Family Occupancy.

#### ARTICLE XVI

Utilities. Refuse removal and snow plowing shall be a common expense for all units; gas for heating and electricity for Common areas shall be a common expense.

#### ARTICLE XVII

Service of Process. Service of Process on the Unit Owners in any action with relation to the common elements may be made upon Harris, Beach, Wilcox, Rubin and Levey, which maintains its principal place of business at Two State Street, Rochester, New York, until the closing of title to all units, and thereafter service of process shall be made upon the Board or Managers at 73 Village Trail, Honeoye Falls, New York.

ARTICLE XVIII

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 XIX

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.

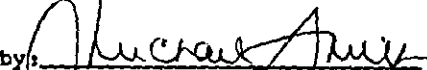
ARTICLE XX

Severability. If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of New York, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or work in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

THE VILLAGER COMPANY

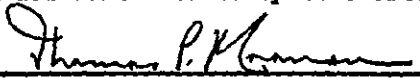
by: The Cabot Villager Ventures, Inc.,  
Partner

by:   
J. Michael Smith, President

STATE OF NEW YORK )  
                          ) SS:  
COUNTY OF MONROE )

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On this 2<sup>d</sup> day of *September* Nineteen Hundred and Eighty Three before me personally came J. Michael Smith to me personally known, who, being by me duly sworn, did depose and say that he resides in Pittsford, New York, that he is the President of The Cabot Villager Ventures, Inc. a Partner of The Villager Company and the corporation described in, and which executed, the within instrument; that he 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 Directors of said corporation; and that he signed his name thereto by like order.

  
\_\_\_\_\_

THOMAS P. NOONAN  
Notary Public in the State of New York  
MONROE COUNTY  
Commission Expires March 30, 1985

EXHIBIT 2  
 BY-LAWS  
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BY-LAWS  
OF  
CONDOMINIUM

ARTICLE I

Section I.

Condominium Unit Ownership. The property located at North Main Street (Clover Street), Honeoye Falls, New York as specifically set forth in the Declaration and more commonly known as The Villager Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section II.

By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and all buildings and improvements thereon and the common elements and the use and occupancy thereof. The term "Building" as hereinafter used shall be defined as the exterior walls and roof of the Unit or number of Units all of which are constructed under a continuous roof.

Section III.

Personal Application. All present or future Unit Owners' mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The

mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

ARTICLE II: CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section I.

Condominium. The rights to and participate in the condominium shall be limited to Unit Owners. Unit Owner as referred to herein shall mean all of the owners of each unit.

Section II.

Voting. Each Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) shall be entitled to cast one vote at all Unit Owners' meetings for each Unit or Units owned by such Unit Owner, but the Board of Managers shall not cast any of its votes for the election of any member to the Board.

Section III.

Quorum. As many Unit Owners as shall represent at least 51% of the total authorized votes of all Unit Owners present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Unit Owners for the transaction of business, except as otherwise provided by

Statute, by the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote there at, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section IV.

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

Section V.

Right to Vote. At any meeting of Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section VI.

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

Section VII.

Waiver and Consent. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, Statutes or of these By-Laws to be taken in connection with any action of the Condominium the meeting and the vote of Unit Owners may be dispensed with if all Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section VIII.

Place of Meetings. Meetings shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section IX.

Annual Meetings. Within 30 days after (i) the Condominium has been declared effective and (ii) closings of title to the Units sold prior to the effective date of the Condominium have taken place, the Sponsor shall call the first annual Unit Owners meeting. At such meeting a new Board of Managers shall be elected by the Unit Owners and the former members of the Board

shall thereupon resign. Thereafter, annual meetings shall be held on the anniversary of such date each succeeding year. At such meetings there shall be elected by ballot or the Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Unit Owners also transact such other business of the Condominium as may properly come before them.

Section X.

Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary.

Section XI.

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 five but not more than ten days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section XII.

Order of Business. The order of business at all meetings shall be as follows:

- (a) Roll Call
- (b) Proof of Notice of Meeting of Waiver of Notice

- (c) Reading of Minutes of Preceding Meeting
- (d) Report of Committees
- (e) Election of Inspectors of Election (in the event there is an election)
- (f) Election of Managers (in the event there is an election)
- (g) Unfinished Business
- (h) New Business

#### ARTICLE III: BOARD OF MANAGERS

##### Section I.

Number, Qualification and Term. The Board of Managers shall be composed of at least three persons, all of whom, other than the Sponsor's designees, shall be owners or spouses or owners or mortgagees of Units or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, stockholders or employees of such corporations, or in the case of fiduciary owners or mortgagees shall be the fiduciaries or officers or employees of such fiduciaries. After the Plan or Condominium Ownership has been declared effective and the Declaration and these By-Laws have been recorded or filed and until their successors shall have been elected at the first meeting of Unit Owners held pursuant to Section 9 of Article II of these By-Laws, the Board of Managers shall consist of three persons designated by the Sponsor of the Condominium. Except as provided in Section 9 of Article II, at the first meeting of the Unit Owners, the



term of office of one member of the Board of Managers shall be fixed at three (3) years, the term of office of one member of the Board of Managers shall be fixed at two (2) years, and the term of office of one member of the Board of Managers shall be fixed at one (1) year. At the expiration of the initial term or office of each respective member of the Board of Managers, his successor shall be elected to serve for a term of three (3) years.

Section II.

Vacancy and Replacement. If the office of any Manager or Managers becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Managers, through less than a quorum, at a special meeting of the Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the First Board of Managers (See Section 4 of this Article III) who has been designated by the Sponsor, the Sponsor shall have the sole right to choose such Manager's successor to unexpired portion of his terms.

Section III.

Removal. Managers may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Manager other than a

member of the First Board of Managers shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit owner.

Section IV.

First Board of Managers. The first Board of Managers shall consist of J. Michael Smith, James B. Keegan and Thomas P. Moonan who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. A Unit Owner, who is independent of the Sponsor, shall be elected by the above named managers to the First Board at a Board meeting within 60 days of the closing of title to the first Unit or upon the closing of title to twenty (20) of the Units, whichever is later. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section V.

POWERS.

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

1. To determine and levy monthly assessments ("common charges") to cover the cost of common expenses, payable in advance. The Board of Managers may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Unit Owners pro rata according to their respective common interests.

2. To collect, use and expend the assessments collected to maintain, care for and preserve the Units, Buildings and other common elements;

3. To pay the cost of all water, sewer and other utility services rendered to the Condominium.

4. To make repairs, restore or alter any Units or the common elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings within the limitations of Article VII, Section 3 of these By-Laws.

5. To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the property;

6. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;

7. To insure and keep insured the common elements and Units in accordance with Article VII of these By-Laws;

8. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violation of the house rules or rules and regulations herein referred to;

9. To purchase any Unit at a foreclosure sale on behalf of all the Unit Owners;

10. To make reasonable rules and regulations and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Unit Owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Unit.

11. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of manager in connection with the matters hereinabove set forth.

12. To enforce by legal means the provisions of the Condominium Documents, its Declaration, By-Laws, and Regulations for the use of the property in the Condominium and to bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium.

13. To acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Unit so acquired and to vote as Unit Owner, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board or Managers.

(b) The Board of Managers may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) Managers or Unit Owners one of whom shall be a Manager, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business and affairs of the Condominium and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or its designee shall continue to own Units representing 51% or more in common interest the Board of Managers may not, without the Sponsor's prior written consent, (i) make any addition, alteration or improvement to the common elements or to any Unit, or (ii) assess any common charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund or (iii) hire any employee in addition to the employees referred to in the Plan of Condominium Ownership or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on

the date the said Plan is declared effective or (v) borrow money on behalf of the Condominium.

14. To do any and all things which prudent operation of the Condominium would require.

Section VI.

Repairs and Maintenance. All maintenance, repairs and replacement to the common elements of the property including but not limited to exterior walls, patio fencing, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, including without limitation so much of any pipes, wires, conduits and public utility lines as are located in the common elements but serve one or more units shall be the responsibility of the Board of Managers. All maintenance (including painting and decorating of the Units), repairs and replacements to the Units including windows (including all glass breakage), screens, doors and repairs to pipes, wires and conduits located in and servicing the same Unit other than as set forth above shall be the responsibility of the respective Unit Owners. All restricted common elements shall be maintained and repaired by the Unit Owner to whom such common element is restricted in use. However, the Board of Managers shall repair and replace any pipes, wires, conduits and public utility lines located underground or overhead of any restricted common element except where such repair or

replacement is necessitated because of the negligence or misuse or neglect of the Unit Owner to whom the common element is restricted in use in which event such Unit Owner shall make such repairs or replacements at his own expense. The Board of Managers shall repair all plumbing and electrical defects occurring in the common elements, and shall have the right of access to any Unit and to all portions of the common elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration of the Condominium.

The Board of Managers will provide snow removal for the walkways, driveways and parking area on the property and shall repair and maintain the swimming pool and clubhouse.

All repairs, painting and maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows, ceilings or the exterior surface of any building, including roofs, or to any generally visible portion of the common elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor.

In the event that a Unit Owner fails to make any maintenance or repair which maintenance or repair is necessary to protect any of the common elements or any other Unit, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so after 10 days written notice, (or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance. In the event

that the Board of Managers charges a Unit Owner for repairs or maintenance to his Unit or for repairs to any common element restricted in use to such Unit Owner, and the Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Unit Owner shall be liable for the reasonable Attorneys' fees and costs of such suit or proceeding together with interest on all sums due.

Section VII.

Compensation. Managers and Officers, as such, shall receive no compensation for their services.

Section VIII.

Meetings.

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

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

(c) Special Meetings of the Board may be called by the President on two (2) days' notice to each manager either personally or by mail or telegram. Special meetings shall be called by the



President or Secretary in a like manner and on like notice on the written request of at least three (3) managers.

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

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

#### Section IX.

Annual Statement. The Board of Managers shall furnish to all Unit Owners, their mortgagees (upon request) and the Department of Law of the State of New York and shall present annually (at the annual meeting, but in no event later than four months after the close of the fiscal year) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full

and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owner and a Notice of the holding of the annual Unit Owners meeting. The Board of Managers shall engage the services of an independent public accountant to review, no less often than monthly, the accounts, records and financial affairs of the Condominium. Such review shall not be required to be an audit but shall consist of at least a review of the record keeping procedures, a check of bank balances and a review of all expenditures by the Board. In the event that any substantial irregularities or any defalcation shall be uncovered by such accounts in the course of any such review, such matters shall be promptly reported to each member of the Board of Managers and to the Unit Owners by such accountants.

Section X.

Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Condominium handling or responsible for Condominium funds shall furnish fidelity bonds. The premium on such bonds shall be a common expense.

Section XI.

Management Agent. The Board of Managers may employ for the Condominium a management agent under a term contract or otherwise at a compensation established by the Board, to perform such

duties and services as the Board shall authorize, including, but not limited to, all of the delegable duties of the Board listed in this Article.

Section XII.

Liability of the Board of Managers and Unit Owners. Any contract agreement or commitment made by the Board of Managers shall state that it is made by the Board of Managers, as agent for the Unit Owners as a group only and that no member of the Board of Managers nor individual Unit Owners shall be liable as a group under such contract, agreement or commitment. The Unit Owners shall be liable as a group under such contract, agreement or commitment but the liability of each Unit Owner shall be limited to such proportion of the total liability thereunder as his common interest bears to the common interest of all Unit Owners. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for willful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a member except acts of wilful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however, be limited as to each Unit Owner to such proportion of the total liability thereunder as such Unit Owners' common interest bears to the common interest of all Unit Owners.

## ARTICLE IV: OFFICERS

## Section I.

Elective Officers. The officers of the Condominium shall be chosen by the Board of Managers and shall be a president, a vice president, and a secretary/treasurer. The Board of Managers may also choose one or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All officers must be Unit Owners or members of the First Board of Managers. Two or more offices may not be held by the same person.

## Section II.

Election. The Board of Managers at its first meeting after each annual Unit Owners Meeting shall elect a president, a vice president, and a secretary/treasurer. Only the president must be a member of the Board.

## Section III.

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

Section IV.

Term. The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote or a majority of the whole Board of Managers. If any office becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section V.

The President. The President shall be the chief executive officer of the Condominium; he shall preside at all meetings of the Unit Owners and Managers, shall be an ex officio member of all standing committees, shall have responsibility for the management of the business of the Condominium, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of a President of a stock corporation organized under the Business Corporation Law of the State of New York.

Section VI.

The Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

## Section VII.

The Secretary. The Secretary or assistant secretary shall attend all sessions of the Board and all Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision he shall be.

## Section VIII.

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

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

He shall keep detailed financial records and books or account of the Condominium, including 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.

Section IX.

Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion or all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the common elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

Section X.

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

## ARTICLE V: INSURANCE AND INSURANCE TRUSTEE

## Section I.

Insurance to be Carried by the Board. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring all of the buildings including all of the Units and the bathroom and kitchen fixtures initially installed therein by the Sponsor (but not including furniture, furnishings, or other personal property supplied or installed by Unit Owners), together with all heating, air-conditioning and other service machinery, contained herein, covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Buildings. Each of such policies shall contain a New York standard mortgage 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 hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustments of loss shall be made by the Board of Managers, and that



the net proceeds thereof, if \$50,000.00 or less, shall be payable to the Board of Managers, and if more than \$50,000.00, shall be payable to the Insurance Trustee.

The amount of fire insurance to be maintained until the first meeting of the Board of Managers following the first Unit Owners Meeting, shall be at least in the sum of three million five hundred thousand dollars  
(\$3,500,000.00)

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds including all mortgagees of Units. If requested 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 and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against

another. Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be in a single limit of \$500,000.00 covering all claims for bodily injury and \$100,000.00 covering all claims for property damage arising out of one occurrence. Such public liability insurance shall commence on the closing of title to the first unit.

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

Section II.

The Insurance Trustee. The Insurance Trustee shall be Lincoln First Bank, N.A. a New York banking institution with its principal place of business located at Lincoln First Tower, Rochester, New York, and until it shall be replaced by a bank or trust company located in the State of New York, designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a common expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York.

## Section III.

Restoration or Reconstruction After Fire or Other Casualty.

In the event of damage to or destruction of the Buildings as a result of fire or other casualty (unless 75% or more of the Units are destroyed or substantially damaged and 75% or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air-conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and Board of Managers or the Insurance trustee, as the case may be, shall disburse the proceeds or all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the common charges.

If 75% or more of the Units are destroyed or substantially damaged and 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 at the suit

of an Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds or insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration) then the excess or 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 in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

#### ARTICLE VI: CONDOMINIUM RULES

##### Section I.

In addition to the other provisions of these By-Laws, the following Condominium rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all residents thereof.

##### Section II.

All Units shall be used for single family residence purposes only as such term is defined in the Declaration.

Section III.

Owners of a Unit, members of their families, their employees and guests shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium.

Section IV.

The common elements shall not be obstructed, littered, defaced or misused in any manner.

Section V.

Every Unit Owner shall be liable for any and all damage to the common elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

Section VI.

Each Unit Owner will have the exclusive use of the fenced patio area contiguous to the Unit.

Section VII.

(a) Every Unit Owner must perform promptly all maintenance and repair work to his own Unit including contiguous patio area, which, if omitted, would affect the Condominium in its entirety or in a part thereof belonging to other Unit Owners, or the building of which his Unit forms a part, he being expressly

responsible for the damages and liabilities that his failure to do so may cause.

(b) All the repairs to internal installations of the Unit located in and servicing only that Unit, shall be at the Unit Owner's expense.

#### Section VIII.

An owner shall not make structural modifications to the Unit or other alterations which would impair the structural soundness of the Unit and/or the building in which it is located without the written consent of a majority in common interest of the Unit Owners. Consent may be requested through the management agent, if any, or through the President of the Board of Managers, if no management agent is employed. The Board of Managers shall have the obligation to answer within sixty (60) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

#### Section IX.

(a) No resident of the Condominium shall post any advertisement or posters of any kind.

(b) It is prohibited to hang garments, rugs, etc., from the windows or from any of the Buildings or to string clothes lines on or over the common elements.

(c) No fence or gate shall be erected in the Condominium without the prior written consent of the Board of Managers.

(d) No television or radio antenna shall be erected on the exterior of Units or the common elements without the prior written consent of the Board of Managers.

(e) No Unit Owner shall move, remove, add or otherwise change the landscaping in the Condominium.

(f) No Unit Owner shall paint the exterior surfaces or the windows, walls, or doors opening out of this Unit.

(g) No person shall park a vehicle or otherwise obstruct any roadway or sidewalk of the Condominium nor shall baby carriages, strollers, velocipedes or bicycles be allowed to stand on sidewalks, entrance ways, driveways or other common elements of the Condominium.

(h) The irrevocably restricted patio areas shall not be used for storage of furniture or otherwise for storage purposes. These areas shall not contain excessive furniture nor shall the Unit Owner erect or construct any locker or storage cabinets therein. No furniture, planting or other improvements placed in these areas may be of a height greater than the fencing surrounding such areas, unless prior written approval has been granted by the Board of Managers.

(i) No repair of motor vehicles shall be made in any of the roadways, driveways or parking areas of the Condominium nor shall such areas be used for storage or long term parking (in excess of five days without use) of any automobile, boat, trailer of any kind, camper, bus, truck or commercial vehicle. Any such parking

shall be subject, in addition, to any restriction due to zoning or local ordinance requirements.

#### ARTICLE VII

Default. In the event a Unit Owner does not pay any sums, charges or assessments required to be paid when due, the Board of Managers or Manager, acting in behalf of the Board shall notify the Unit Owner and the Mortgagee, if any, of such Unit. If such sum, charge or assessment shall remain unpaid for 30 days after the giving of such notice, the Board may foreclose the lien encumbering the Unit as a result of the non-payment of the required monies as set forth in the same manner as the foreclosure of mortgage. In the event the owner of a Unit does not pay the assessment required to be paid by him within thirty (30) days of its due date, said sum shall bear interest at a rate from time to time established by the Board of Managers from its due date and said Unit Owner shall be liable for the Condominium's reasonable costs and a reasonable attorney's fee incurred by it incident to the collection or enforcement of such lien.

#### ARTICLE VIII

Amendments. These By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by eighty percent (80%) of the Unit Owners in number and common



interest and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the Unit Owner's interest and the interest of holders of a mortgage encumbering a Unit or Units.

ARTICLE IX

Section I.

Selling, Mortgaging and Leasing Homes. Any Unit may be conveyed or leased by its Unit Owner free of any restrictions except that no Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until all unpaid common charges assessed against his Unit shall have been paid to the Board of Managers. However, such unpaid common charges can be paid out of the proceeds from the sale of a Unit or by the Grantee. Further a Unit Owner may convey his Unit and his common interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any common charges thereafter accruing against such Unit. Any sale or lease of any Unit in violation of this section shall be voidable at the election of the Board of Managers.

The provisions of this section shall not apply to the acquisition or sale of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure.

Such provisions shall, however, apply to any purchaser from such mortgagee.

Whenever the term "Unit" is referred to in this section, it shall include the Unit, the Unit Owner's undivided interest in the common elements and the Unit Owner's interest in any Units acquired by the Board of Managers.

Section II.

Waiver of Partition Rights. The Unit Owners waive all of their voting rights concerning partition respecting any Unit acquired by the Board of Managers in accordance with this Article.

Section III.

Mortgaging of Units. A Unit Owner may mortgage his Unit.

Section IV.

Gifts, etc. Any Unit Owner may convey or transfer his Unit by gift during his lifetime or devise his Unit by will or pass the same by intestacy, without restriction.

ARTICLE X

Condemnation. In the Event all or part of the common elements are taken by eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than Fifty Thousand Dollars (\$50,000.00) and to the Board of Managers if the award is \$50,000 or less, to be distributed in

accordance with Section III of Article V but in the following amounts:

(a) So much of the award as is applicable to unrestricted common elements, to the Unit Owners pro rata according to the respective common interest appurtenant to the Units owned by such Unit Owners.

(b) So much of the award as is applicable to irrevocably restricted common elements to the Unit Owner having general use of such common element.

In such eminent domain proceeding the Board shall request that the award shall set forth the amount allocated to unrestricted common elements and to each restricted common element. In the event the award does not set forth such allocation then the question of such allocation shall be submitted to arbitration in accordance with the Arbitration Statutes of the State of New York.

#### ARTICLE XI: MISCELLANEOUS

##### Section I.

**Insurance.** Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in his Unit which will increase the insurance rates on his Unit or any other Unit or on the common elements.

Section II.

Severability. Should any of the covenants, terms or provisions herein imposed be void or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section III.

Notice to Condominium. A Unit Owner who mortgages his Unit, shall notify the Condominium through the management, if any, or the President of the Board of Managers in the event there is not a management agent, of the name and address of his mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgages of Units".

Section IV.

Notice of Unpaid Assessments. The Board of Managers shall at the request of a mortgagee of a Unit report any unpaid assessments due from the Unit Owners of such Unit.

Section V.

Examination of Books and Records. Every Unit Owner or His representative and mortgage shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month.

Section VI.

Construction. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

Section VII.

Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Laws 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 the Statute or of the Declaration, whichever the case may be, shall control.

THE VILLAGER

<u>Bldg.</u>	<u>Unit No.</u>	<u>Bedrooms</u>	<u>Percent of Common Interest</u>	<u>Tax Account No.</u>
1	12	3	.01614	228.080-03-012
	13	1	.01220	228.080-03-013
	14	2	.01388	228.080-03-014
	15	3	.01614	228.080-03-015
	16	2	.01388	228.080-03-016
2	1	2	.01388	228.080-03-001
	2	3	.01614	228.080-03-002
	3	2	.01388	228.080-03-003
	4	1	.01220	228.080-03-004
	5	2	.01388	228.080-03-005
	6	3	.01614	228.080-03-006
3	7	2	.01388	228.080-03-007
	8	2	.01388	228.080-03-008
	9	1	.01220	228.080-03-009
	10	2	.01388	228.080-03-010
	11	3	.01614	228.080-03-011
4	17	2	.01388	228.080-03-017
	18	1	.01220	228.080-03-018
	19	2	.01388	228.080-03-019
	20	3	.01614	228.080-03-020
5	21	3	.01614	228.080-03-021
	22	2	.01388	228.080-03-022
	23	1	.01220	228.080-03-023
	24	2	.01388	228.080-03-024
6	25	3	.01614	228.080-03-025
	26	1	.01220	228.080-03-026
	27	2	.01388	228.080-03-027
	28	3	.01614	228.080-03-028
	29	2	.01388	228.080-03-029
	30	2	.01388	228.080-03-030
	31	2	.01388	228.080-03-031
	32	3	.01614	228.080-03-032
7	33	2	.01388	228.080-03-033
	34	2	.01388	228.080-03-034
	35	1	.01220	228.080-03-035
	36	2	.01388	228.080-03-036
	37	3	.01614	228.080-03-037
8	38	3	.01614	228.080-03-038
	39	2	.01388	228.080-03-039
	40	2	.01388	228.080-03-040
	41	2	.01388	228.080-03-041
9	42	3	.01614	228.080-03-042

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<u>Bldg.</u>	<u>Unit No.</u>	<u>Bedrooms</u>	<u>Percent of Common Interest</u>	<u>Tax Account No.</u>
	43	2	.01388	228.080-03-043
	44	1	.01220	228.080-03-044
	45	2	.01388	228.080-03-045
10	46	2	.01388	228.080-03-046
	47	1	.01388	228.080-03-047
	48	2	.01388	228.080-03-048
	49	3	.01614	228.080-03-049
11	50	3	.01614	228.080-03-050
	51	2	.01388	228.080-03-051
	52	2	.01388	228.080-03-052
	53	2	.01388	228.080-03-053
	54	3	.01614	228.080-03-054
	55	2	.01388	228.080-03-055
	56	2	.01388	228.080-03-056
	57	2	.01388	228.080-03-057
	58	3	.01614	228.080-03-058
12	63	3	.01614	228.080-03-063
	64	2	.01388	228.080-03-064
	65	2	.01388	228.080-03-065
	66	2	.01388	228.080-03-066
	67	3	.01614	228.080-03-067
	68	2	.01388	228.080-03-068
	69	2	.01388	228.080-03-069
	70	2	.01388	228.080-03-070
13	59	2	.01388	228.080-03-059
	60	1	.01220	228.080-03-060
	61	2	.01388	228.080-03-061
	62	3	.01614	228.080-03-062

PART C: BUILDING DESCRIPTION

All thirteen buildings vary in layout and exterior appearance. However, construction of each building is similar. The site plan shows the breakdown of units for each building.

The thirteen buildings are comprised of the following units:

<u>TYPE</u>	<u>QUANTITY</u>	<u>UNIT DESCRIPTION</u>	
A-1	10	One bedroom	( 960 S.F./unit)
B-1	29	Two bedroom	(1092 S.F./unit)
B-2	8	Two bedroom	(1092 S.F./unit)
B-3	3	Two bedroom	(1092 S.F./unit)
C-1	6	Three bedroom	(1270 S.F./unit)
C-2	12	Three bedroom	(1270 S.F./unit)
C-3	2	Three bedroom	(1270 S.F./unit)



General Construction

The buildings are of wood frame construction, two-story, with board and batten, cedar shingle, and brick veneer exterior walls. Some upper floors are faced with gambrel roofs and shingled. The wood shingles on the building faces have weathered.

State of New York  
Saratoga County, ss.  
Recorded on the 28<sup>th</sup> day  
of September 1983 at  
7:25 o'clock P.M. in Liber.  
6395 of Records  
at page 134 and examined  
*Robert D. [Signature]*  
SARATOGA COUNTY CLERK