

MONROE COUNTY CLERK'S OFFICE

ROCHESTER, NY

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Receipt # 1119169

Index DEEDS

Book 11428 Page 278

No. Pages : 50

Instrument AMENDMENT TO DECLARATION

Date : 08/12/2014

Time : 03:59:00PM

Control # 201408120896

TT # TT0000000670

Ref 1 #

Employee : AlanaM

Return To:
BOX 93

ANTHONY COSTELLO & SON JOSEPH DEVELOPMENT LLC
GLENVILLE CONDOMINIUM ONE

COUNTY FEE TP584	\$	5.00
MISCELLANEOUS COUNTY FEE	\$	0.00
COUNTY FEE NUMBER PAGES	\$	245.00
RECORDING FEE	\$	45.00
STATE FEE TRANSFER TAX	\$	0.00

Total \$ 295.00

State of New York

MONROE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

TRANSFER AMT

TRANSFER AMT

\$1.00

CHERYL DINOLFO
MONROE COUNTY CLERK



RECORDED
2014 AUG 12 PM 3:59
MONROE COUNTY CLERK

CORRECTION
DECLARATION OF CONDOMINIUM
ESTABLISHING
GLENVILLE CONDOMINIUM ONE
A CONDOMINIUM LOCATED IN THE
TOWN OF BRIGHTON
COUNTY OF MONROE, STATE OF NEW YORK

Pursuant to Article 9-B of the Real Property Law
of the State of New York

This Correction Declaration is being recorded to include pages which were inadvertently omitted from the By-Laws attached as Exhibit B to the original Declaration recorded in the Monroe County Clerk's Office on June 3, 2014, in Liber 11399 of Deeds at page 56.

GLENVILLE CONDOMINIUM ONE DECLARATION

Table of Contents

		<u>Page</u>
ARTICLE I	SUBMISSION	1
ARTICLE II	DESCRIPTION	1
ARTICLE III	DEFINITIONS AND TERMS	1
ARTICLE IV	CONDOMINIUM AND UNITS	5
ARTICLE V	COMMON ELEMENTS	6
ARTICLE VI	USE OF BUILDING AND UNITS	7
ARTICLE VII	CHANGES TO UNITS	7
ARTICLE VIII	EASEMENTS	8
ARTICLE IX	COMMON INTEREST	9
ARTICLE X	COMMON CHARGES	10
ARTICLE XI	POWER OF ATTORNEY; UNITS ACQUIRED BY THE BOARD	11
ARTICLE XII	ENCROACHMENTS	12
ARTICLE XIII	TERMINATION	12
ARTICLE XIV	SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS	12
ARTICLE XV	AMENDMENTS OF DECLARATION	13
ARTICLE XVI	UNIT OWNERSHIP	13
ARTICLE XVII	CONVEYANCE OF A UNIT	14
ARTICLE XVIII	SERVICE OF PROCESS	14
ARTICLE XIX	CAPTIONS	14
ARTICLE XX	GENDER, SINGULAR, PLURAL	14
ARTICLE XXI	SEVERABILITY	14
ARTICLE XXII	SUCCESSORS AND ASSIGNS	14

DECLARATION
OF
GLENVILLE CONDOMINIUM ONE
(Pursuant to Article 9-B of the Real Property Law of the State of New York)

Anthony J. Costello & Son (Joseph) Development LLC, a Nevada limited liability company, having an office at 919 Westfall Road, Building B, Suite 200, Rochester, New York 14618 ("Declarant" or "Sponsor"), does hereby declare as follows:

ARTICLE I
SUBMISSION

Declarant hereby submits the Land and Buildings to be constructed thereon (each as hereinafter defined), all other improvements to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal, or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), and pursuant thereto does hereby establish a condominium to be known as "Glenville Condominium One" (the "Condominium").

Attached to this Declaration as **Schedule B** and made a part hereof are the By-Laws of the Condominium, which set forth detailed provisions governing the operation of the Condominium (said By-Laws, as they may be amended from time to time, are hereinafter referred to as the "By-Laws").

ARTICLE II
DESCRIPTION

Declarant owns Land situated in the Town of Brighton, County of Monroe, and State of New York, together with the Buildings and improvements to be erected thereon, said Land being more particularly described in Schedule A attached hereto and made a part hereof, and which property is the subject of this Declaration (the "Property").

ARTICLE III
DEFINITIONS AND TERMS

As used herein the following terms shall have the following meanings:

1. "Association" means The Reserve Association Inc.
2. "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 Bylaws.
3. "Buildings" means the eight (8) two (2) story townhouse buildings, with basements and garages, to be constructed on the Property and containing twenty four (24) Residential Units, comprised of four (4) Buildings containing two (2) Residential Units each, and four (4) Buildings containing four (4) Residential Units each, with each "Building" inclusive of all above and below grade segments.

4. "Common Charges" means the assessments payable to the Board of Managers by each Unit Owner and representing each Unit's proportionate share of the Common Expenses as corresponds to its Common Interest.
5. "Common Elements" means all of the Property both directly underlying and exterior of the Buildings, and all parts of the Buildings, including their foundations, roofs, and supports, other than the Units.
6. "Common Expenses" refers to the costs and expenses incurred or projected in connection with the administration, repair, maintenance, replacement, preservation, restoration, and operation of, and any alteration, addition, or improvement to (i) the Common Elements, and/or (ii) the Limited Common Elements, to the extent the same are not the responsibility of either the Unit Owners owning the Units to which such Limited Common Elements are appurtenant, or the Association.
7. "Common Interest" means the proportionate, undivided interest in the Common Elements appertaining to each Unit, expressed as a numerical percentage.
8. "Condominium" means Glenville Condominium One.
9. "Condominium Act" refers to the New York Condominium Act, as amended from time to time, and presently found in the New York Real Property Law, Article 9B.
10. "Declarant" refers to (a) the Sponsor Anthony J. Costello & Son (Joseph) Development LLC, a Nevada limited liability company, and/or (b) any Sponsor Successor, as the context may require.
11. "Declaration" means this instrument, by which the Property is submitted to the provisions of the Condominium Act, as the same may be amended from time to time.
12. "Association's Declaration" means the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Lien regarding the Association and the Covered Areas, as defined therein, with respect to which Covered Areas the Association has responsibility for the administration, operation, repair, maintenance, replacement, preservation, and restoration of, and any alteration or improvement thereto.
13. "Facilities" shall mean all personal property and fixtures now or hereafter existing in the Buildings, and either existing for the common use and benefit of the Units or the Unit Owners, or necessary or convenient for the existence, maintenance, or safety of the Buildings. For purposes of illustrating the broad scope of such term, and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring,

wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing, fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drains, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, draperies, shades, window coverings, wallpaper, wall coverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes.

14. "Family Members" refers to any natural person's spouse, parents, grandparents, children, grandchildren and siblings (in each case, including by adoption).
15. "First Closing," or words of similar import, refers to the date fee title to a Unit is first conveyed to a Purchaser pursuant to the Plan.
16. "Floor Plans" refers to the floor plans of the Buildings, as the same may be amended from time to time, which are filed in the Monroe County Clerk's Office.
17. "Initial Control Period" refers to the period expiring on the earlier of (i) the Closing of title of purchase of all Residential Units, or (ii) the tenth (10th) anniversary of the First Closing.
18. "Land" means the real property in the Town of Brighton, County of Monroe, owned by the Declarant in fee simple absolute and described in **Schedule A** attached hereto, and all easements, rights and appurtenances belonging thereto.
19. "Limited Common Elements" means any part of the Common Elements designated for the exclusive use and enjoyment of one (1) or more but not all Unit Owners.
20. "Permitted Mortgage" refers to a mortgage permitted to be placed upon a Unit or Units pursuant to the provisions of the By-Laws.
21. "Permitted Mortgagee" refers to the holder of any Permitted Mortgage, and shall include, without limitation, such banks and financial institutions as constitute the holders of the construction loan mortgages conveyed or to be conveyed by Declarant to acquire and construct the Property.
22. "Person" refers to any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, limited liability company, organization, government or any department or agency thereof, or any other entity.
23. "Plan" refers to the Offering Plan for the establishment of the Condominium, as filed with the Department of Law, as the same may be amended from time to time.
24. "Unit or Units" means those twenty four (24) Units in the Condominium being offered for purchase and sale for ownership in fee simple absolute by the purchasers thereof, being all Units as set forth in the Floor Plans of the Condominium.

25. "Rules and Regulations" refers to the rules and regulations attached hereto as **Schedule A-1**, as the same may be amended from time to time.
26. "Sale Price" refers to the gross sale price payable to the Sponsor with respect to purchase of a Unit.
27. "Special Assessments" refers to charges in addition to regular budgeted Common Charges which are allocated and assessed against one or more of the Units by the Board of Managers, and payable by the Unit Owners in accordance with this Declaration and By-laws on such terms as are specified by such Board, whether pro rata in accordance with their respective Common Interests or on such other basis as such Board shall reasonably determine.
28. "Sponsor Successor" refers to (i) any corporation, partnership, limited liability company or other entity that through amalgamation, consolidation, or other legal succession becomes invested with the rights and assumes the burdens of Anthony J. Costello & Son (Joseph) Development LLC as Sponsor, or (ii) any Person who, at any time, (a) purchases from Anthony J. Costello & Son (Joseph) Development LLC or otherwise succeeds to the ownership of (x) ten (10) or more Units or (y) one (1) or more Units then owned by the Declarant and is designated as a Sponsor Successor by the Declarant, and (b) is not purchasing such Units for his, her or its own occupancy or for occupancy by one or more of such Person's Family Members, and, in any case, shall also include any nominee holding any Unit for the account of the Person referred to in clause (i) or (ii) above. The phrase "owned by" shall include owned by any such nominee.
29. "Unit" means a Unit as such term is defined herein, as measured pursuant to Article IV hereof, together with an appurtenant proportionate undivided interest in the Common Elements.
30. "Unit Owner" refers to the holder of a fee simple interest in any Unit.
31. "Unsold Unit" refers to any Unit of which Ownership is retained by Declarant; or a Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or the designee of a holder of such a permitted Mortgage.

ARTICLE IV
CONDOMINIUM AND UNITS

The Buildings will be wood framed structures with a mixed rafter and truss roof system, and a foundation consisting of partially reinforced twelve (12) course, twelve (12) inch concrete masonry unit basement walls, with each Unit having a basement, and an attached two (2) car garage. The Buildings will contain a total of twenty four (24) Residential Units, and the Common Elements, as hereinafter defined.

All Residential Units include and are comprised of that space bounded (i) horizontally, on each floor, by the interior nonstructural finish surface of all exterior walls, extending to the interior nonstructural finish surface of all opposite exterior walls, or to the interior nonstructural finish surface of all walls separating one Unit from another, and (ii) vertically, by the interior surface of the slab forming the floor of the Unit basement to the interior surface of the interior nonstructural finish surface forming the ceiling of the second floor of the Unit. Doors, windows, and screens which abut a Unit, are part of the Unit. However, for purposes of calculating the square footage areas of Units, as set forth in Schedule C hereto, square footages indicated are measured to the exterior finish surface of all exterior walls, and to the midpoint of all walls separating one Unit from another Unit.

Schedule C annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its designation number; (ii) its approximate location in the Buildings; (iii) its approximate area; and (iv) the Common Interest in the Common Elements appurtenant to such Unit.

The location of each Unit is shown on the floor plans of the Buildings (the "Floor Plans") certified by the Sponsor's architect, and to be filed in the Monroe County Clerk's Office (the "Clerk's Office") together with or following the recording of this Declaration. As of the date of the filing of this Declaration with the Clerk's Office, fee simple title to all Units shall automatically vest in Declarant, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

Each Unit includes the attached garage, basement, all doors (but excluding the exterior painted or finished surfaces thereof) to such Unit, all windows (including panes, frames and hardware, but excluding exterior painted or finished surfaces) and screens, smoke detectors, carbon monoxide detectors, all heating, ventilating, air conditioning, plumbing, water, electrical, lighting, and electronic systems, fixtures, and equipment within the Unit and as extend from the Unit out to the exterior surface of the foundation or other wall of each Building, all refrigerators, dishwashers, stoves, ranges, and other appliances of any type or nature whatsoever, as may be affixed, attached or appurtenant to such Unit, and all skylights, garage doors, storm doors, all stairs, stoops and porches not comprising a part of the original Unit installation, all decks, patios and patio pavers, door bells, bulbs for exterior light fixtures, and Unit Owner improvements. Notwithstanding anything contained in this Article IV to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall-to-wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit, and to a reasonable depth behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity of the Building or the mechanical, plumbing and/or electrical systems of any other Unit in the Building, and that the fire rating of all partitions must be maintained.

ARTICLE V
COMMON ELEMENTS

The Common Elements consist of all of the Land, including that underlying the Buildings, together with all easements, rights, and privileges appurtenant thereto, and certain portions of the Buildings other than the Units, as well as those Facilities therein either currently or hereinafter existing for the common use of all of the Units or Unit Owners, to the exclusion of none, or that are necessary for, or convenient to, the existence, maintenance, management, operation, or safety of the Property. The Common Elements will remain undivided, and no Unit Owner or other person shall bring or shall have the right to bring any action for partition or division thereof. The Common Elements also include certain Limited Common Elements, which are described below. Without intention to limit the generality of the foregoing in any respect, the Common Elements include the following:

- (i) all foundations, footings, columns, girders, joists, floor slabs, trusses, subflooring, roofs, and ceilings (except to the extent included as part of any Unit) in, on, or under the Buildings, all beams, supports and all exterior and interior load-bearing walls, and all exterior portions of the Buildings comprised of masonry, brick, siding, flashing, masonry, soffit vents, trim, the exterior paint or finish surfaces of all doors, and all exterior stairs, stoop and porches comprising a portion of the original Unit installation;
- (ii) All sanitary sewer, storm sewer, water main, and any other laterals extending beyond Building foundation walls and not maintained by a utility company or the Town of Brighton;
- (iii) All exterior illumination fixtures (but not bulbs);
- (iv) The supports for all mail box clusters;
- (v) The Building roofs, flashing, gutters, vents and downspouts.

The Limited Common Elements consist of the following, which are appurtenant to each Unit, within the respective metes and bounds courses as set forth and shown on the portion of the Subdivision and Site plans for the Development displaying the Property, specifically Marathon Engineering Drawing Nos. C6.1 and C7.1.0, excluding any portion of the private roadway to comprise Bretlyn Circle:

- (a) All exterior front, rear and/or side lawns appurtenant to a Unit, together with all exterior walkways and landscaping, including trees and planting beds.
- (b) An asphalt driveway approximately sixteen (16) feet wide leading from Bretlyn Circle to each Unit's garage.
- (c) Unit mailbox.

ARTICLE VI
USE OF BUILDING AND UNITS

As more particularly set forth in Schedule A-1 hereto, and in Schedule A-1 to the Association's Declaration, and except as expressly provided therein, Residential Units may be used only for residential or Home Office Use purposes, and may not be leased or rented by any Unit Owner other than Sponsor. A Unit owned by an individual, corporation, partnership, limited liability company, fiduciary or any other entity, may be occupied only by: such individual; or by an officer, director, stockholder, or employee of such corporation; or by a partner or employee of such partnership; or by a member or employee of such limited liability company; or by such fiduciary, if an individual (or by an officer, director, stockholder, or employee of a corporate fiduciary, or by a partner or employee of a partnership fiduciary, or by a member or employee of a limited liability company fiduciary), or by the beneficiary of any such fiduciary; or by a principal or employee of such other entity; or by Family Members or nonpaying guests of any of the foregoing.

Schedule A-1 attached hereto and made a part hereof comprise rules and regulations (the "Rules and Regulations") concerning the use of the Units and Common Elements, and other subjects. The Board may from time to time add to the Rules and Regulations as they affect Units, provided that (i) a majority of Unit Owners may overrule the Board with respect to any such addition, and (ii) no such addition shall conflict or be inconsistent with **Schedule A-1** to the Association's Declaration.

ARTICLE VII
CHANGES TO THE UNITS

Except to the extent prohibited by law, Declarant shall have the right, without the vote or consent of the Board or other Unit Owners, to: (a) make alterations, additions or improvements to any Unsold Units; (b) change the layout of, or number of rooms in, any Unsold Units from time to time; (c) change the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, converting an Unsold Unit or any portion thereof to a Limited Common Element, altering the boundary walls between any Unsold Units, or otherwise, including incorporating Common Elements that exclusively benefit an Unsold Unit into such Unsold Unit; (d) designate a Limited Common Element as part of a newly created Unsold Unit, or designate all or part of an Unsold Unit as a newly created Common Element or Limited Common Element; and (e) if appropriate, reapportion among the Unsold Units affected by such change pursuant to the preceding clauses, their percentage Common Interests in the Common Elements; provided, however, that (i) the percentage Common Interest in the Common Elements of any other Units (other than Unsold Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto; (ii) Declarant shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board and all other Unit Owners harmless from any liability arising therefrom; and (iii) the soundness or structural integrity of any part of any Building or the safety of any Unit Owner, occupant or other person shall not be jeopardized by reason thereof.

ARTICLE VIII EASEMENTS

- A. Each Unit Owner shall have an easement in common with all other Unit Owners in the same Building to use all Common Elements (with the exception of any Limited Common Elements) located in the Building, or elsewhere on the Property, which serve such Unit Owner's Unit, including an easement to connect to existing utilities such as, but not limited to, gas, electricity, water, storm and sanitary sewers. Each Unit shall be subject to an easement in favor of all Unit Owners in the same Building to use all Common Elements located in such Unit which serve other Units. In addition, the Board shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Property. All easements and rights of access described in this Article VIII shall be exercised in such a manner as will not unreasonably interfere with the normal use of the Units for their permitted purposes.
- B. Each Unit Owner shall have, in common with all other Unit Owners, an easement for the use of the Common Elements, and any Facilities located therein, including, but not limited to, such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such Unit Owner's Unit.
- C. The Board shall have, and each Unit shall be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace any Common Elements or Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements located elsewhere on the Property, and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Units, the Common Elements, or the Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal use of the Units for their permitted purposes.
- D. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.
- E. Declarant, with respect to any Unsold Unit, has, to the extent permitted by the Town of Brighton and all applicable laws, an easement to erect, maintain, repair and replace, from time to time, one or more signs, canopies, flags or awnings or other protrusions on the Property for the purposes of advertising the sale or lease of any Unsold Unit in any Building or elsewhere in the Development. Declarant shall also have an easement and the right to alter, replace, restore, renovate, remodel and reconstruct the facade of any Building, provided that the same does not materially weaken the structural soundness of the Building.
- F. Declarant and the Board shall have the right to grant such additional easements for utilities or support or to relocate any easements in any portion of the Property, as Declarant, or the Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of any Building or any portion thereof, or for Declarant to complete any Building as described in the Plans, provided that none of the same will prevent or unreasonably interfere with the normal use of the

Units for their permitted purposes, nor result in the imposition of any mechanic's lien against any of the Units. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal use of the Units for their permitted purposes.

- G. The Board of Directors of the Association, together with any Managing Agent for the Association, and their respective employees, agents, and contractors, shall have an easement for access to and ingress and egress within, upon, over and across any Common Elements of the Condominium which comprise a Covered Area as set forth in the Association's Declaration, as necessary for the Association to exercise and perform its rights and duties as to operation, administration, maintenance, repair, replacement, preservation, addition to, or alteration of such Covered Area, or any other Covered Area. With respect to any portion of the Common Elements as comprises a private roadway, all members of the Association and their Family Members shall have an easement for parking in designated on-street parking spaces along said roadway as provided for in the Plans for the Development as approved by the Town of Brighton, subject to the provisions with respect thereto set forth in Schedule A-1 to the Association's Declaration.
- H. All members of the Association and their Family Members, the Town of Brighton, and any utility company or service provider furnishing utility services to any Unit or Units within any portion of the Development, and their respective employees, agents, and contractors, shall have an easement for access, ingress, and egress upon, over and across (i) all portions of the Common Elements comprising a private roadway or driveway for vehicular ingress, and egress, and (ii) all portions of the Common Elements comprising exterior pedestrian sidewalks or walkways, for pedestrian ingress and egress.
- I. The Condominium and the Buildings shall be designated and known as "Glenville Condominium One". Declarant shall own and control all rights and interests, and shall be responsible for all obligations and liabilities, appurtenant to the name of the Condominium and the Buildings. For so long as Declarant owns any Unsold Units in the Buildings, only Declarant shall have the right to change or assign the name of the Condominium and/or the Buildings.

ARTICLE IX COMMON INTEREST

Each Unit shall have appurtenant thereto such Common Interest in the Common Elements as is set forth in **Schedule C**, and shall bear a share of the Common Expenses of the Condominium in accordance with such Common Interest. Each Unit Owner's voting power shall also be proportionate to such Owner's Common Interest percentage.

The Common Interest appurtenant to each Unit (Other than Unsold Units) is declared to be permanent in character and cannot be altered without the consent of all Unit Owners affected (other than Unsold Units), as expressed in an amendment to this Declaration. Each Unit's Common Interest cannot be separated from it and shall be deemed conveyed with the Unit, even though such interest is not expressly mentioned or described in the deed or other instrument of conveyance.

The aggregate amount of the Common Interests of all of the Units at all times shall remain at 100%.

ARTICLE X COMMON CHARGES

Common Charges shall be charged by the Board of Managers to the Unit Owners according to the Owners' respective Common Interests.

No Unit Owner may exempt itself from liability for payment of the Common Charges or other proportionate share of Common Expenses on the Unit by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit.

Insurance shall be obtained upon the Condominium by the Board, and the cost thereof shall be a Common Expense and paid as Common Charges by each Unit Owner.

The Unit Owners' Common Charges shall be made and approved by the Board of Managers and shall be paid by the Unit Owners, with each Unit Owner liable for its said share of the Common Expenses.

Estimates of Common Charges for Common Expenses shall be made annually in advance of the year for which the estimates of Common Charges are made. Such annual Common Charges 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 Common Charges made, and may increase or decrease the same as required for the operation of the Condominium, 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 against all of the Unit Owners upon the approval of Unit Owners pursuant to the By-Laws.

All liens against the Common Elements of any nature, including taxes and special assessments levied by any governmental authority, will be paid by the Board of Managers and shall constitute Common Expenses, paid by the Unit Owners as Common Charges in accordance with their respective Common Interests.

All other Common Charges, either for emergencies or otherwise, shall be made by the Board of Managers in accordance with the provisions of the Condominium Act, this Declaration, and the By-Laws, and if the time of payment is not set forth therein the same shall be determined by the Board of Managers.

Common Charges 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 by Unit Owners or their duly authorized representatives at all reasonable times and intervals during weekdays. Such roll shall indicate, for each Unit, the name and address of the Unit Owner or Unit Owners, the Common Charges for all purposes and the amounts of all Common Charges paid and unpaid. A certificate issued by the Board of Managers as to the status of a Unit Owner's Common Charges account shall limit the liability of any person for whom made, except that no such limited liability shall result for any Unit Owner. The Board of Managers, or its agent, shall issue to the first mortgagee of a Unit, upon its request and for a reasonable fee, a certificate showing the status of the Common Charges due from the respective Unit Owner, and shall also issue such certificates to such persons as a Unit Owner may request in writing.

A Unit Owner and his grantees shall be jointly and severally liable for all unpaid Common Charges due and payable at the time of the conveyance but without prejudice to the rights of the grantee as against the Unit Owner. A purchaser of a Unit at a judicial sale shall be liable only for Common Charges pro-rated to the period after the date of such sale.

If any Common Charges shall remain due and unpaid for more than thirty (30) days, the Board of Managers is empowered to file or record a lien thereof or and to enforce the same pursuant to the Condominium Act.

ARTICLE XI
POWER OF ATTORNEY; UNITS ACQUIRED BY THE BOARD

- A. Each Unit Owner shall grant to the persons who shall from time to time constitute the Board an irrevocable power of attorney, coupled with an interest (in such form and content as the Board shall determine) following due authorization (if required) from the Unit Owners: (a) to acquire or lease any Unit, together with its Appurtenant Interests (as defined hereinafter), whose Owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine; or (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Board deems necessary or appropriate.
- B. If (a) any Unit Owner surrenders such Unit Owner's Unit, together with (i) the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Board or its designee, corporate or otherwise, 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 (such interests in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Condominium Act, or (b) the Board, pursuant to the By-Laws, acquires or leases a Unit, together with the Appurtenant Interests, or (c) the Board purchases, at a foreclosure or similar sale, a Unit, together with the Appurtenant Interests, then, in any such event, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests in the Common Elements. The lease or sublease covering any Unit leased or subleased by the Board or its designee shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interest in the Common Elements.

ARTICLE XII ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachments shall hereafter occur as a result of (i) settling or shifting of any Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Board, or made by Declarant in accordance with this Declaration or the By-Laws or (iii) any alteration, repair or restoration of any Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as any such Building shall stand.

ARTICLE XIII TERMINATION

The dedication of the Property to Condominium ownership herein shall not be revoked, nor shall the Property be withdrawn from Condominium ownership, unless all Unit Owners, and the first mortgagees, if any, of each of those same Units agree to such revocation or removal of the Property from Condominium ownership by duly recorded instruments.

ARTICLE XIV SUBJECT TO DECLARATION, BYLAWS AND RULES AND REGULATIONS

- A. All provisions of this Declaration, the By-Laws and the Rules and Regulations which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Owner of each Unit, and such Unit Owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public or any other third party. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, 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 or conveyance or lease or use and occupancy agreement thereof.
- B. If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall

nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

ARTICLE XV AMENDMENTS OF DECLARATION

- A. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or any Unsold Units, any provision of this Declaration may be added to, amended, modified, or deleted by the vote of at least 66 2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall (other than Unsold Units) not be altered without the written consent of all Unit Owners directly affected. No such amendment, modification, addition or deletion shall be effective until recorded in the Clerk's Office.
- B. If the number of rooms in an Unsold Unit is changed, or the use, size and/or number of Unsold Units is changed (whether as a result of a subdivision or combination of Unsold Units or alteration of boundary walls between Unsold Units, or otherwise) and the Appurtenant Interests of Unsold Units in the Common Elements are reapportioned as a result thereof, or if any other modification is made with respect to Unsold Units, all in accordance with Article VII hereof, then Declarant shall have the right to execute, or, upon its request, to require any other Unit Owner or the Board to execute, and record in the Clerk's Office and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as Declarant deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Unit or in the use, size and/or number of Unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage Common Interests of Unsold Units in the Common Elements resulting therefrom, all without the approval of the Board or the Unit Owners.

ARTICLE XVI 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 the Purchaser ceases to own the Unit for any reason.

ARTICLE XVII
CONVEYANCE OF A UNIT

In any conveyance of a Unit in accordance with this Declaration or the By-Laws, either by voluntary instrument, operation of law, or judicial proceeding, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid Common Charges against the Unit 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 of a mortgage of record.

ARTICLE XVIII
SERVICE OF PROCESS

Service of Process on the Board in any action with respect to the Common Elements may be made upon the Declarant at 919 Westfall Road, Building B, Suite 200, Rochester, New York 14618, until the Closing of the sale of its title to all Units, and thereafter service of process shall be made upon the Board of Managers.

ARTICLE IX
CAPTIONS

The captions used herein and in associated 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 said documents.

ARTICLE XX
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 XXI
SEVERABILITY

If any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

ARTICLE XXII
SUCCESSORS AND ASSIGNS

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Sponsor as set forth herein inure to the benefit of and will be binding upon any Sponsor Successor, or with the consent of Sponsor, any transferee of some or all of the Unsold Units then owned by Sponsor. Subject to the foregoing, Sponsor shall have the right, at any time, in its sole discretion, to

assign or otherwise transfer its interest herein, whether by sale, merger, consolidation, lease, assignment or otherwise.


IN WITNESS WHEREOF, the Declarant has executed this Declaration this 11th day of August, 2014.

ANTHONY J. COSTELLO & SON (JOSEPH)
DEVELOPMENT LLC

By: 
Name: Anthony J. Costello
Title: Manager

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 11th day of August in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony J. Costello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

KIMBERLY D. KOTARSKI
Notary Public, State of New York
No. 01KO5076581
Qualified in Genesee County
Commission Expires April 21, 2015

SCHEDULE A

LEGAL DESCRIPTION

All that tract or parcel of land located in the Town of Brighton, County of Monroe and State of New York and further described as Lot G1 of the Reserve on the Erie Canal as shown on a subdivision map of the Reserve filed in Liber of Maps 344 at pages 51-56.

149.11-3-1 Bretlyn Circle Brighton

SCHEDULE A-1
RULES AND REGULATIONS

The following provisions shall apply to use and ownership of the Units, and all Common Elements and Limited Common Elements, in addition to the provisions appearing as Schedule A-1 to the Association's Declaration:

1. Nothing shall be hung or shaken from any Unit doors, windows, or roofs, or placed upon any window sills.
2. Each Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto in a good state of preservation and cleanliness, and shall not sweep, throw, permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance; determination as to what constitutes a good state of preservation and cleanliness shall be within the reasonable discretion of the Board.
3. No window guards or bars shall be used in or about any Unit except such as shall have been approved in writing by the Board, which approval shall not be unreasonably withheld, conditioned or delayed.
4. No radio, television aerial, satellite dish, or similar devices shall be attached to or hung from the exterior of any Building or any Unit by any Unit Owner or Person other than the Sponsor. No sign, notice, poster, advertisement or illumination (excepting Holiday decorations within the time frame set forth in the Association's Declaration) shall be inscribed or exposed on or attached to any door or window or other part of any Building or any Unit except such as have been approved in writing by the Board, nor shall anything be projected from any door, window, or any other portion of any Unit or any Building without such approval.
5. All radio, television, or other electrical or electronic equipment of any kind or nature installed or used in each Unit shall be limited to that reasonably appropriate for household or reasonable hobby purposes, and 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 will not be installed or used so as to unreasonably interfere with reception to or reasonable operation of televisions, radios, or other proper equipment and devices in other Units. The Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical or electronic equipment placed or installed by a Unit Owner.
6. No Unit Owner shall make or permit any unreasonably disturbing noises or activity in the Units, Common Elements, or Limited Common Elements, or do or permit anything to be done therein, which will unreasonably interfere with the rights, comfort, or convenience of other Unit Owners. No Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph, radio, television, computer, stereo or other audio device, in such Unit Owner's Unit between 10:00 P.M. and the following 8:00A.M. at a level audible within other Units, and at all other times sound levels shall be kept at a level and duration so as not to unreasonably disturb or annoy other occupants of the Building. No renovation, repair, or construction work involving noise shall be conducted in any Unit except on weekdays (not including legal holidays), and only then between the hours of 8:00A.M. and

5:00P.M., unless such work is necessitated by an emergency, or unless such work is performed by Sponsor.

7. Water-closets and other water apparatus shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.
8. The Board, Managing Agent, and any contractor or worker authorized by the Board or Managing Agent for such purposes, may enter any room or Unit at any reasonable hour of the day, on at least five (5) days prior written notice to the Unit Owner, for the purpose of reasonably inspecting such Unit for the presence of any vermin, insects, or other pests, and for the purpose of taking such reasonable measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.
9. Complaints regarding any Building or Common Elements services or conditions shall be made in writing to the Board or to the Managing Agent.
10. Unit Owners, their families, guests, servants, employees, agents, visitors, contractors, tenants, sublessees, or licensees, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any Building.
11. Unit Owners, their guests, servants, employees, agents, visitors, tenants, contractors, sublessees or licensees shall not cause or permit any unreasonably objectionable odors to be emanate from the Units.
12. No Unit Owner shall at any time bring into or keep in or permit to be brought into or kept in such Unit, any inflammable, combustible, or explosive fluid, material, chemical, or substance, except common household substances in de minimis quantities as shall be necessary and appropriate for household uses, and in compliance with all Laws.
13. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance of any Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the Limited Common Elements which will result in the cancellation of insurance on any Building, or which would be in violation of any law. No waste shall be committed in or to the Common Elements or Limited Common Elements.
14. No, group, tour or exhibition of any Unit or its contents; shall be conducted, nor shall any auction sale be held in any Unit, without the prior consent of the Board.
15. The Board reserves the right to rescind, alter, or waive, as to one or more or all occupants, any rule or regulation when, in the reasonable judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or other interests of the Condominium, or the preservation of good order therein, or the proper and safe operation or maintenance of the Condominium, or the comfort of Unit Owners and occupants. No rescission, alteration, or waiver of any rule or regulation in respect of one

Unit Owner or Unit shall operate as a rescission, alteration or waiver in respect of any other Unit Owner or Unit.

16. All entrance doors to a Unit shall be maintained by the Unit Owner in strict conformance with the paint color, hardware, and finish standards existing at the time of completion of the initial construction thereof; subject to any such modifications as the Board may thereafter prescribe.
17. All painting, other maintenance, repairs or replacements, whether made by a Unit Owner or by the Board of Managers, to the doors, windows, or other exterior walls, facades, or surfaces of any Building, including roofs, or to any generally visible portion of the Common Elements, must be carried out in such a manner so as to conform to the materials, aesthetics, style, color provided by Sponsor during the initial construction and finishing of the Building. Any change or modification thereto shall require the consent of the Architectural Committee under Article 8 of the Association's Declaration.
18. No portion of a Unit, other than the entire Unit, may be sold or conveyed, and no transient occupant, may be accommodated therein, excepting family and non-paying guests for reasonable periods of time.
19. Notwithstanding any other provisions of the Declaration By-Laws, the Sponsor may, without the permission of the Board or any Unit Owners, use any Unsold Units as models, and for sales and/or promotional offers and efforts in connection with the marketing, sale, or rental of any Unsold Units in any Building or Development, so long as in compliance with all applicable governmental laws and regulation.
20. No unlawful use shall be made of any Unit, Building or any portion thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof and relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owner or the Board, whoever shall have the obligation to maintain or repair such part of the Property.
21. It is prohibited to hang garments, rugs, etc, from the windows or to string clothes lines on or over any Common Elements or Limited Common Elements.
22. After the closing of sale of a Unit by the Sponsor to the Owner, no Unit or portion thereof may be rented or leased without the prior written consent of the Association's Board of Directors. The Board will not grant such consent in circumstances which allow an owner to either directly or indirectly use a dwelling as "rental", "investment" or "income" property, but only in circumstances providing for temporary rental during the minimum period of time reasonably necessary to avoid hardship or inconvenience to a Unit Owner due to temporary periods of employment or business relocation, the need for post or pre-closing possession arrangements upon sale, or due to family illness or other emergencies, military service, and reasonably similar or related circumstances.
23. The aforesaid provisions of this Schedule A-1 do not apply to (i) the Sponsor, its employees, agents, contractors, and suppliers, or to (ii) any Units during any period of time while Owned by the Sponsor, even if any such provision above (as opposed to certain other provisions above) does not contain any clause or language otherwise exempting therefrom the Sponsor, its employees, agents, contractors, and suppliers, or otherwise exempting Units during any period of time while owned by the Sponsor.

**BY-LAWS
OF
GLENVILLE CONDOMINIUM ONE**

ARTICLE I

**CONDOMINIUM UNIT OWNERSHIP, BY-LAWS
APPLICABILITY, AND PERSONAL
APPLICATION**

Section 1. Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of the Land, the Buildings and all other improvements thereon (including, without limitation, the Units and the Common Elements), and all easements, rights and appurtenances belonging thereto, and all other property, real, personal, or mixed real and personal, that is intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording of the Declaration, of which these By-Laws form a part, in the Monroe County Clerk's Office.

Section 2. Definitions. All capitalized terms used in these By-Laws not otherwise defined in any of the Articles hereof shall have the meanings set forth in the Declaration, unless the context otherwise requires. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context otherwise requires. Each of the capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 3. Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees, and other occupants of Units, and employees and guests of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as hereinafter defined). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit, shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations, and the Declaration, are accepted, ratified, and will be complied with.

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

Section 1. Title to Units. Title to Units may be taken by any individual, corporation, partnership, association, trust or other entity, or any two or more of such Owners as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate, but not as owners in severalty.

{2231104: }

Schedule B

Section 2. 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 vote at all meetings of Unit Owners, and such vote shall be weighted in accordance with the Common Interest appurtenant to the Unit or Units owned by such Owner, as set forth in the Declaration, provided that the Board of Managers shall not cast any votes to which it is otherwise entitled in any election of the Board of Managers or any member thereof.

If two or more persons or entities own a Unit, they shall designate in writing to the Secretary one person or entity among them to vote the entire Common Interest appurtenant to their Unit, and the vote of such designee shall be binding on all such persons. Failing such designation, all of such persons or entities shall mutually vote such Common Interest under one ballot without division, and the concurrence of all such persons or entities shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

Section 3. Quorum. A quorum at all meetings of the Unit Owners for the transaction of business shall comprise that number of Unit Owners as hold at least 51% of the aggregate Common Interests of all Unit Owners, present in person or represented by written proxy, except as otherwise provided by the Condominium Act, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote thereat, 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 any 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 4. Vote Required to Transact Business. When a quorum is present at any meeting of Unit Owners, the vote of the Unit Owners present in person or represented by written proxy, as hold at least 51% of the aggregate Common Interests present, shall decide any question brought before such meeting, and such vote shall comprise the decision and act of all Unit Owners, unless the question is one upon which, by express provision of the Declaration, the Condominium Act, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 5. 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.

Section 6. Proxies. All proxies shall be in writing and shall be filed with the Secretary of the Condominium, as hereinafter provided for, 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. The designation of any such
{2231104: }

proxy shall be made in writing to the Secretary of the Board and shall be revocable at any time by written notice to such Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor.

Section 7. Waiver and Consent. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, the Condominium Act, or of these Bylaws, 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 a signed writing to such action being taken.

Section 8. 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 9. Annual Meetings. Within thirty (30) days after expiration of the Initial Control Period, Sponsor shall call the first annual meeting of Unit Owners. 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, or as close thereto as is practical for the management of the Condominium and the convenience of the majority of the Unit Owners. At such meetings there shall be elected, by ballot of the Unit Owners, a Board of Managers in accordance with the requirements of Article III of these By-Laws. At such meetings the Unit Owners shall also transact such other business of the Condominium as may properly come before them.

Section 10. Special Meetings. It shall be the duty of the President or Secretary to call a special meeting of the Unit Owners if so directed by the Board of Managers, or upon a petition to hold such meeting signed by Unit Owners holding a majority of the aggregate Common Interests having been presented to the President or Secretary.

Section 11. Notice of Meetings. It shall be the duty of the Secretary to provide 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, and no business shall be transacted at an annual or special meeting except as so stated in the notice. All notices hereunder shall be given by personal delivery, mail, nationally recognized overnight courier, facsimile or e-mail, at least ten (10) days, but no more than forty (40) days, prior to the day named for the meeting, and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the Secretary at least ten (10) days prior to the giving of notice of the meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least sixty (60) days prior to the day named for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment.

Section 12. Order of Business. The order of business at all meetings shall be as follows:

- (a) Roll Call;
- (b) Proof of Notice of Meeting or Waiver of Notice;
- (c) Reading of Minutes of Preceding Meeting;
- (d) Election of Inspectors of Election (in the event there is an election);
- (e) Election of Board Members (in the event there is an election);
- (f) Report of Officers and Committees (if any);
- (g) Unfinished Business; and
- (h) New Business.

ARTICLE III BOARD OF MANAGERS

Section 1. Number, Qualification and Term. The Board of Managers shall be composed of at least three (3) persons, all of whom, other than Sponsor's designees, shall be Unit Owners, spouses of Unit Owners, or mortgagees of Units or, in the case of Unit Owners or mortgagees of Units which are partnerships, shall be partners or employees of such partnerships, or in the case of Unit Owners or mortgagees of Units which are corporations or limited liability companies, shall be officers, stockholders, members, or employees of such corporations or limited liability companies, or in the case of Unit Owners or mortgagees of Units which are fiduciaries, shall be the fiduciaries or officers or employees of such fiduciaries.

After the Declaration and these By-laws have been recorded, and until successor members of the Board shall have been elected at the first meeting of Unit Owners after expiration of the Initial Control Period, as held pursuant to Section 9 of Article II of these Bylaws, the Board of Managers shall consist solely and only of three (3) persons designated solely and exclusively by the Sponsor.

At the first meeting of the Unit Owners after the expiration of the Initial Control Period, the term of office of one (1) member of the Board of Managers shall be fixed at three (3) years, the term of office of another member of the Board of Managers shall be fixed at two (2) years, and the term of office of the third member of the Board of Managers shall be fixed at one (1) year. At the expiration of the initial term of office of each such respective member of the Board of Managers, each successor shall be elected for a term of three (3) years. There shall be no limit on the number of successive terms a Board member may serve.

Section 2. Vacancy and Replacement. If any member of the Board of Managers vacates such position for any reason, including death, resignation, retirement, disqualification through ceasing to be a Unit Owner, or other qualifying status described in Section I above, or otherwise, a majority of the remaining Board of Managers, even though less than a quorum, shall choose a successor or successors at a special meeting of the Board of Managers duly called for such purpose,

who shall hold office for the unexpired term of the departed Board Member. If the vacancy occurs with respect to any member of the initial Board of Managers (as described in Section 4 of this Article III) during the Initial Control Period, the Sponsor will have the sole right to choose the successor to serve the unexpired portion of such term.

Section 3. Removal. After the Initial Control Period, Members of the Board of Managers may be removed for cause by an affirmative vote of the Unit Owners holding a majority of the total percentage Common Interests present in person or by proxy at a regular or special meeting of Unit Owners at which a quorum is present. Any Board member whose removal has been proposed shall be given an opportunity to be heard at the meeting. In addition, during the Initial Control Period, any member of the Board who is designated as such by Sponsor, may be removed by only the Sponsor, with or without cause, and Sponsor shall have the sole right to designate the replacement for such member. No member of the Board of Managers, other than a member designated by the Sponsor, may continue to serve on the Board if, during the member's term of office, such person shall cease to be a Unit Owner or otherwise be qualified under Section 1 above.

Section 4. Initial Board of Managers. The initial Board of Managers designated by the Sponsor shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners after expiration of the Initial Control Period. Any or all of said Board members shall be subject to replacement by the Sponsor in the event of resignation or death, in the manner set forth in Section 2 of this Article III.

Section 5. Powers.

(a) The property and business of the Condominium shall be managed by the Board of Managers, which Board may exercise all rights, powers, and privileges necessary for or incidental to the administration of the affairs of the Condominium, and do all such lawful acts and things as are not directed or required to be exercised or done by the Unit Owners personally under the Condominium Act, the Declaration, or these Bylaws. Specifically, these rights, powers, and privileges shall include, but not be limited to, the following:

- (i) to operate, administer, repair, maintain, alter, care for, preserve, improve, and/or replace the Common Elements and Limited Common Elements, including procuring and entry into contracts to accomplish any of the same;
- (ii) to determine and levy annual Common Charges (hereafter "Common Charges"), payable monthly in advance, to cover all Common Expenses, and increase Common Charges or impose a Special Assessment, if required to meet any additional necessary expenses, with any such increases and Special Assessments to be assessed among the Unit Owners according to the respective percentages of Common Interests based upon which the standard Common Charges are assessed and payable;

- (iii) to collect, use, and disburse all Common Charges collected to operate, administer, maintain, repair, maintain, alter, improve, care for, preserve and/or replace the Common Elements;
- (iv) to pay the cost of any utility services rendered to the Condominium and which comprise Common Expenses;
- (v) to make repairs to, restore, or alter the Units, Common Elements, any Buildings, or any portion(s) thereof after damage or destruction by fire or other casualty, or as a result of a taking by eminent domain proceedings, within the limitations of Article V of these By-Laws;
- (vi) to enter into and upon the Units when necessary, and with as little inconvenience to the Unit Owners as possible, in connection with the operation, administration, maintenance, care, repair, preservation, and replacement of the Common Elements;
- (vii) to open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;
- (viii) to insure and keep insured the Common Elements, Board of Managers, and Condominium, in accordance with Article V of these By-Laws;
- (ix) to collect delinquent Assessments by lawsuit or otherwise, to abate nuisances, and to enjoin or seek damages from the Unit Owners for violation of the Declaration, By-Laws, or the Rules and Regulations;
- (x) to make additional reasonable Rules and Regulations in writing and to amend such additional Rules and Regulations from time to time, a copy of which additional Rules and Regulations and any amendments thereto shall be delivered to each Unit Owner;
- (xi) to employ, and terminate the employment of, employees and independent contractors, to purchase supplies and equipment, to enter into contracts, and generally to have the powers of a property manager in connection with the matters herein set forth;
- (xii) to borrow money on behalf of the Condominium when required in connection with the administration, operation, care, upkeep, repair, maintenance, alteration, improvement, preservation and/or replacement of the Common Elements, provided, however, that (i) the consent of Unit Owners holding at least 51% of all Common Interests, obtained at a meeting of Unit Owners duly called and held

for such purpose in accordance with the provisions of the Bylaws, shall be required for the borrowing of any sum in excess of \$25,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous years), and (ii) no lien to secure repayment of any sum borrowed may be imposed on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owner of any said Unit;

- (xiii) to enforce by legal means the provisions of all agreements and documents regarding the Condominium, including, but not limited to, the Bylaws, and the Rules and Regulations, and to bring and defend actions accordingly by or against any Unit Owner pertinent thereto;
- (xiv) on behalf of all Unit Owners, 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, offer such Unit for sale or lease, or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;
- (xv) Execute, acknowledge and deliver any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units for the benefit and on behalf of (i) all Unit Owners, or (ii) for individual Unit Owners, provided that each such Unit Owner indemnifies the Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings;
- (xvi) Execute, acknowledge and deliver any other instrument on behalf of or affecting the Condominium that the Board deems necessary or appropriate;
- (xvii) The Board of Managers shall also have the power to do any and all things which prudent operation of the Condominium would require.

(b) The Board of Managers may, by resolution or resolutions passed by a majority of the Board, designate one or more committees, each of such committees to consist of at least three (3) Unit Owners, one of whom shall be a member of the Board of Managers, and which committee or committees, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in specific areas of the business and affairs of the Condominium specified by the Board, including power to sign all documents which may be required in connection therewith, 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 of Managers as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, so long as the

Sponsor shall continue to own any Unsold Residential Units, but in no event later than ten (10) years from the First Closing, the Board may not, without Sponsor's prior written approval: (i) make any addition, alteration or improvement to the Common Elements, or the Limited Common Elements; (ii) increase or decrease the number, or change the kind of employees initially hired for the Condominium; (iii) enter into any service or maintenance contract for work not covered in the initial projected budget for the Condominium or otherwise provide services in excess of those contemplated by such projected budget, except as is required to reflect normal annual increases in operating services; (iv) borrow money on behalf of the Condominium; (v) assess any Common Charges for the creation of, addition to, or replacement of, all or part of a reserve, contingency or surplus fund; provided that Sponsor's written consent shall not be required for the performance of any function or the taking any action described above if and only if the performance of such function or the taking of such an action is necessary and no other alternative is available to enable the Board to comply with laws, rules or regulations of any governmental authority having jurisdiction over the Condominium.

(d) In addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act, the Board shall, to the extent permitted by applicable law, be deemed to constitute a separate association for all purposes under and pursuant to the provisions of the General Association Law of the State of New York. In the event of the incorporation of the Board pursuant to the provisions of Section (e) below, the provisions of this Section (d) shall no longer be applicable to such Board.

(e) To the extent and in the manner provided in the Condominium Act, the Board may, by action of such Board as provided in this Article III, be incorporated under the applicable statutes of the State of New York. In the event that the Board so incorporates, it shall have, to the extent permitted by applicable law, the status conferred upon it under such statutes in addition to the status conferred upon such Board under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws, and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions hereof and the provisions of such certificate of incorporation and by-laws.

(f) Each member of the Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by applicable law, no contract or other transactions between a Board and either (i) any of its members or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of such Board are officers, directors, employees, partners, members, fiduciaries, beneficiaries or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either (a) any such interested member of such Board was present at the meeting or meetings of such Board during which such contract or transaction was discussed, authorized, approved or ratified, or (ii) the vote of any such interested member was counted for such purposes; provided, however, that either:

- (i) the material facts as to such Board member's interest in such contract or transaction are disclosed in good faith or known to the Board or are noted in the minutes thereof, and the Board approves, authorizes or ratifies such contract or transaction in good faith by a vote sufficient for such purpose without counting the vote of such interested member of the Board or, if the votes of the disinterested members of the Board are insufficient to constitute a quorum, by unanimous vote of the disinterested members; or
- (ii) the material facts thereof are disclosed to, or known by, a majority of Unit Owners with respect to any such contract or transaction involving the Board, or a majority of Unit Owners shall authorize, approve or ratify such contract or transaction; or
- (iii) the contract or transaction is considered commercially reasonable by the Board at the time it is authorized, approved, ratified, executed or otherwise consummated.

Any interested member of a Board may be counted in determining the presence of a quorum of any meeting of the Board that authorizes, approves or ratifies any such contract or transaction, and, except as set forth in Subsection (i), shall also be entitled to vote thereat to authorize, approve or ratify such contract or transaction.

Section 6. Compensation. Members of the Board of Managers and Officers, the election of which is provided for hereunder, shall receive no compensation for their services.

Section 7. Meetings.

(a) Following election by the Unit Owners after the Initial Control Period, the first meeting of the Board of Managers shall be held immediately upon adjournment of the meeting of Unit Owners at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Managers shall be held at the same place as the annual meeting of Unit Owners, and immediately after the adjournment of the same, at which time the dates, places and times of regularly scheduled meetings of the Board of Managers shall be set, with the Board to have such regular meetings least three (3) times in each fiscal year after the Initial Control Period.

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

(c) Special Meetings of the Board may be called by (i) the President, or (ii) by the President or Secretary on the written request of at least two (2) members of the Board of Managers, on five (5) days advance notice to each Board Member, either personally or by overnight courier, e-mail, or facsimile, which notice shall state the time, place, and purpose of the meeting.

(d) At all meetings of the Board of Managers, a majority of the Board shall be necessary and sufficient to constitute a quorum for the transaction of business; an act of the majority of the members of the Board present at any meeting at which there is a quorum, shall be the act of the Board

{2231104: }

of Managers, except as may be otherwise specifically provided by statute, the Declaration, or these Bylaws. If a quorum shall not be present at any meeting of the Board of Managers, the Board members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

(e) At or before any meeting of the Board of Managers, any Board member may, in due writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the receipt of notice by such member. Attendance by a member of a Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all Board members are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

(f) Members of the Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Board may be taken without a meeting if all members of such Board consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the minutes of the Board.

Section 8. Annual Statement. The Board of Managers shall furnish (i) to all Unit Owners at the annual meeting of Unit Owners, but in no event later than four (4) months after the close of the fiscal year, (ii) to any Unit Owner's mortgagee(s) upon reasonable request no more often than annually; and (iii) 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 financial condition, status, and affairs of the Condominium, including a balance sheet, and profit and loss statement, reviewed by an independent certified public accountant, and a statement regarding any taxable income attributable to the Unit Owners. The Board of Managers shall engage the services of an independent certified public accountant to review, no less often than annually, the accounts, records and financial affairs of the Condominium. In the event that any substantial irregularities or any defalcation shall be uncovered by such accountant in the course of any such review, such matters shall be promptly reported by such accountants to each member of the Board of Managers and to all Unit Owners.

Section 9. Management Agent. The Board of Managers may select and engage any Person of its choosing to act as a management company for the Condominium under a contract containing terms and compensation negotiated and agreed 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, with all compensation and expenses payable to such management company to be a Common Expense.

Section 10. Liability of the Board of Managers and Unit Owners.

(a) To the extent permitted by applicable law, no member of the Board shall have any personal liability with respect to any contract, act or omission of the Board or of any managing agent

{2231104: }

or manager in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners), and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Board or by any managing agent, or manager, thereof shall be deemed to state that it is made by such Board, managing agent or manager only as agent for all Unit Owners collectively, and that such Board members or managing agent or manager shall have no personal liability thereon (except in any capacity as Unit Owner). Every such contract shall also be deemed to state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium, shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, and, to the extent permitted by applicable law, shall be limited to such Unit Owner's interest in such Unit Owner's Unit and such Unit Owner's appurtenant Common Interest, so that such Unit Owner shall have no personal liability for such contract, act or omission over and above such interests unless expressly assumed by such Unit Owner. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Board members shall have no liability to Unit Owners, except that a Board member shall be liable for such Board member's own bad faith or willful misconduct.

(b) Neither the Board nor any member thereof acting as such shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, such Board, or to be paid for as a Common Expense, or (ii) any injury, loss or damage to any individual or property, occurring in, on or upon either a Unit or the Common Elements, except to any extent caused by the acts of bad faith or willful misconduct of such Board or such member thereof acting as such, as the case may be.

(c) The Unit Owners shall jointly and severally indemnify and hold harmless each member of the Board and each officer of the Board from, against and in respect of all Claims whatsoever arising out of or in connection with his acts or omissions as, or by reason of, the fact that such individual is or was, a member or officer of the Board, except, however, to the extent that such is due to, or arises out of or in connection with the bad faith or willful misconduct of such member or officer. Notwithstanding the foregoing, it is intended that the liability of any Unit Owner arising out of the aforesaid indemnification shall be limited to such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and to such Unit Owner's interest in his Unit and its Appurtenant Interests.

(d) The Board shall have the authority to obtain fidelity insurance or bonds, in amounts deemed appropriate by it, for all of its members, officers and employees, and for the managing agent or manager, if any, employed by it; and the premiums on such insurance bonds shall constitute Common Expenses.

ARTICLE IV OFFICERS

Section 1. 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. All officers must be Unit Owners, or members of the initial Board of Managers designated by the Sponsor. Two or more offices may not be held by the same person.

Section 2. Election. At its first meeting after each annual meeting of the Unit Owners, the Board of Managers shall elect a President, a Vice President, and a Secretary/Treasurer. Only the President must be a member of the Board of Managers.

Section 3. Appointive Officers. The Board of Managers 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 4. Term. Each officer shall hold such position until a successor is chosen and qualifies 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 of 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 5. President. The President shall be the chief executive officer of the Condominium. The President shall preside at all meetings of the Unit Owners and Board of Managers, will be an ex officio member of all standing committees, will have responsibility to oversee the management of the business of the Condominium, will see that all orders and resolutions of the Board are carried into effect, and will have such other powers and duties as are usually vested in the office of a President of a business corporation organized under the Business Corporation Law of the State of New York.

Section 6. Vice President. The Vice President shall take the place of the President and perform such 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 business corporation organized under the Business Corporation Law of the State of New York.

Section 7. Secretary. The Secretary shall attend all meetings of the Board and Unit Owners, and record all votes and the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of Unit Owners, and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers, under whose supervision the Secretary shall act.

Section 8. Treasurer. The Treasurer shall have the custody of the Condominium funds and securities, and shall keep or cause to be kept full and accurate chronological accounts of receipts and

{2231104: }

disbursements in books belonging to the Condominium, including vouchers for all disbursements, and will deposit or cause to be deposited 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. The Treasurer will disburse or cause to be disbursed the funds of the Condominium as ordered by the Board, making proper vouchers for such disbursements, and shall render or cause to be rendered to the President and Board of Managers, at the regular meetings of the Board or whenever they may otherwise require it, an account of all transactions as Treasurer and of the financial condition of the Condominium, or cause to be the same to be done. The Treasurer shall keep or cause to be kept detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall record the amount and date of all assessments of Common Charges or Special Assessments against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid, or cause the same to be done.

Section 9. 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 Common Charges and any Special Assessments as fixed and determined for all Units, with a separate "Reserve Account" to be established and maintained for all Reserves.

Section 10. Other Accounts. The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purposes.

ARTICLE V INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board of Managers.

The Board shall be required to obtain and maintain to the extent obtainable the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entirety of all Buildings, inclusive of the Units, together with all service or utility fixtures, equipment or machinery contained therein, and covering the interests of the Condominium, the Board, and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value thereof (exclusive of foundation and footings). The insurance shall be written on a "single entity" basis. The policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions hereinafter set forth; (b) if the Board so determines, to carry rent or business interruption insurance in an amount equal to Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance to the extent, if any, determined by the Board to be necessary; (e) plate glass insurance to the extent, if any, determined by the Board to be necessary; (f) water damage insurance to the extent, if any, determined by the Board to be necessary; (g) fidelity insurance covering the Board and all officers, directors, managing agents and employees of the Condominium; (h) directors' and officers' liability insurance; and (i) such other insurance as the Board may

{2231104: }

determine to be necessary or desirable. The premiums for all insurance referred to above, and for the liability insurance referred to below, shall be a Common Expense.

Adjustments of loss shall be made by the Board. Insurance proceeds with respect to any loss shall be payable to the Board, except that the proceeds of all policies of physical damage insurance, if in excess of \$100,000.00, shall be payable to a commercial banking institution designated by the Board as Insurance Trustee (as hereinafter defined) pursuant to the provisions of Section 2 below.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured or any Unit Owner, or (iv) pro rata reduction of liability as a result of insurance carried by Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. 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 the expiration of the then current policies.

The Board shall also be required to obtain and maintain comprehensive general liability insurance against claims for personal injury, death, or property damage occurring upon, in or about the Property, in such limits as such Board may from time to time determine, covering (i) the Board, the managing agent or agents thereof, each Board member, and each officer and employee of the Condominium, (ii) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's Unit or within the Limited Common Elements, if any, appurtenant to such Unit Owner's Unit. The Board shall review such limits once each year. The insurance required in accordance with this Section 1 shall also cover cross-liability claims of one insured against another.

Any insurance maintained by the Board may provide for such deductible amounts as such Board determines. If any loss is due to the negligence of a Unit Owner, the deductible may be charged to such Unit Owner.

The Board is not required to obtain or maintain any insurance with respect to any fixtures, furniture, furnishings, betterments, finishes, or other property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost, and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of \$1,000,000 for bodily injury or death arising out of any one occurrence. Such limits of liability may be reasonably increased by the Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) days' written notice from the Board or the Managing Agent, the Unit Owner shall deliver to the Board a duplicate original of

{2231104: }

the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Board. Subject to the requirements herein, Unit Owners shall not be prohibited from carrying other insurance for their own benefit, at their own expense, and the Board shall not be prohibited from carrying additional insurance; provided, however, that all policies of insurance obtained by any Unit Owner with respect to occurrences within or about a Unit or the Common Elements appurtenant thereto shall contain a waiver of the insurer's rights of subrogation against the Board. The liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. To the extent any party is insured, or required to be insured for loss or damage to property hereunder, such party will look to its own insurance policies for recovery.

Section 2. Insurance Trustee. The Insurance Trustee shall be a New York commercial banking institution designated by the Board. In the event the Insurance Trustee resigns or the Board wishes to replace it, the Board shall promptly appoint a new Insurance Trustee. The Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall hold all insurance proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. If required by Sponsor's construction or permanent lender, such lender shall be the Insurance Trustee until its release of all Units from the lien of its mortgage.

Section 3. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of all or any portion of any Building or Unit, Common Elements and/or Limited Common Elements as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration thereof, including any mechanical, plumbing, or electrical equipment or machinery within any Unit, but not including the contents of any Unit, and excluding in particular any wall, ceiling, or floor finishes or coverings, or other furniture, furnishings, finishes, betterments, fixtures or equipment in the Units. 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 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 in proportion to their respective Common Interests.

ARTICLE VI ABATEMENT AND ENJOINMENT OF VIOLATIONS

Section 1. Abatement and Enjoinment of Violations by Unit Owners.

(a) The violation of any of the Rules and Regulations or the breach of any of the By-Laws, or the breach of any provision of the Declaration, shall give the Board, with respect to matters affecting the Common Elements, the following rights, in addition to such other rights set forth in these By-Laws: (i) the right to enter any Unit, Common Elements, or Limited Common Elements, in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in

{2231104: }

such violation or breach, and such Board shall not thereby be deemed guilty or liable in any manner of trespass, and (ii) the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, any such violation or breach.

(b) The violation or breach of any of the provisions of these By-Laws, the Declaration, or any of the Rules and Regulations, or any provisions thereof with respect to any rights, easements, privileges or licenses granted to Sponsor, shall give to Sponsor the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, any such violation or breach.

ARTICLE VII COMMON EXPENSES AND COMMON CHARGES

Section 1. Determination of Common Expenses and Fixing of Common Charges.

(a) Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration, administration, preservation, and operation of, and any alteration, addition or improvement to, the Common Elements or the Limited Common Elements ("Common Expenses") shall be determined exclusively by the Board, and shall be borne by the Unit Owners in proportion to their respective Common Interests. Notwithstanding anything to the contrary in this Section 1(a), any such costs of expenses related to a Limited Common Element (except in connection with structural repairs or replacements thereto, or a casualty or condemnation) shall be borne solely by those Unit Owners who benefit from such Limited Common Element in the proportion that the Common Interest of each benefiting Unit Owner bears to the Common Interest of all Unit Owners who benefit from such Limited Common Elements. Common Expenses shall include, without limitation, such amounts as the Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Common Elements or the Limited Common Elements. Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Common Expenses. The Board shall from time to time, and at least annually, prepare a budget to meet Common Expenses, and shall allocate and assess to the Unit Owners pro rata and in accordance with their respective Common Interests (except as otherwise provided in the Declaration or these By-Laws), all charges ("Common Charges") necessary to meet and pay all Common Expenses. Such budgets shall include such amounts for operating, capital or contingency reserves, as the Board deems appropriate, and to change, modify the purpose of, or dispose of any such reserves. From time to time, the Board may increase or decrease the amount of Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Common Expenses for such fiscal year or any portion thereof.

In addition to basing Common Charges on Common Interests, the Board may also make allocations and assessments of Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual), provided that such allocations are reasonable

{2231104: }

under the circumstances and are in accordance with applicable provisions of law.

The Board shall advise all Unit Owners promptly in writing of the amount of Common Charges payable by each of them and shall furnish copies of each annual budget to all Unit Owners.

(b) Common Expenses shall include all real estate taxes and assessments on the Property until the Units are separately assessed; after such separate assessment, Unit Owners will be reimbursed for any overpayment of taxes, or assessed for any underpayment.

Section 2. Payment of Common Charges.

(a) The Unit Owners shall be obligated to pay to the Board the Common Charges assessed to them by the Board pursuant to the provisions of Section 1 above at such time or times as the Board determines. Unless otherwise determined by the Board, Common Charges shall be payable monthly, in advance, on the first day of each month.

(b) No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against such Owner's Unit subsequent to a sale or other conveyance (made in accordance with these By-Laws) of such Unit together with its appurtenant Common Interests. Any Unit Owner may, subject to the terms and conditions of these By-Laws, convey such Unit together with its appurtenant Common Interests, to the Board or their designees, corporate or otherwise, for no consideration, and in such event (except as hereinafter set forth), such Unit Owner will be exempt from Common Charges thereafter accruing, provided, however, that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages and the statutory lien for unpaid Common Charges (provided that no amounts are owing under any such lien), and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit.

A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by such purchaser of such Unit, except that, to the extent permitted by law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges with respect to such Unit which accrued prior to such sale.

Except to the extent prohibited by law, the Board, on behalf of all Unit Owners, shall have a lien on each Unit for unpaid Common Charges assessed against such Unit together with interest thereon.

(c) All liens provided for in Subsection 2(b), to the extent permitted by applicable law, shall be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate

{2231104: }

taxes on the Unit.

(d) Notwithstanding the above, the purchaser of a Residential Unit shall not be liable for, nor shall the Unit be conveyed subject to, a lien for any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Board regarding such unpaid Common Charges.

Section 3. Collection of Common Charges. The Board shall take prompt action to collect any Common Charges due to the Board that remain unpaid for more than thirty (30) days after the due date for payment thereof. In the event that the Board fails to take such action, the Association, in its own name or, if necessary, in the name of the Board, may take any action for the collection of such charges which the Board may have taken, including, without limitation, the institution of such actions and the recovery of interest and expenses.

Section 4. Default in Payment of Common Charges. In the event any Unit Owner fails to make payment of Common Charges within ten (10) days of the date on which they are due (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), such Unit Owner shall be obligated to pay (a) a "late charge" equal to five percent (5%) percent of such unpaid amount, and (b) interest on such unpaid amounts at the rate of nine percent (9%) per annum (but in no event in excess of the maximum rate permitted by law), computed from the due date thereof, together with all expenses, including, without limitation, attorneys' fees paid or incurred by the Board or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by law. All such "late charges", interest and expenses shall constitute Common Charges payable by such Unit Owner. Notwithstanding the foregoing, the Board may establish alternate fees for late payments, whether such fees are more or less than the charges set forth herein; provided, however, that such alternate fees do not exceed the maximum rate permitted by law.

Section 5. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit and the plaintiff in such foreclosure' action shall be entitled to the appointment, without notice, of a receiver to collect such rent. The Board, acting on behalf of all Unit Owners, shall have the power to purchase any such Unit at the foreclosure sale thereof, and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit, but not to vote the votes appurtenant to such Unit or portion thereof. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, and advertising costs, brokerage commissions and other costs and expenses incurred in connection with the sale or rental of such Unit) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit.

{2231104: }

Section 6. Statement of Common Charges. The Board shall promptly provide any Unit Owner who so requests, with a written statement of all unpaid Common Charges due to it from the Unit Owner.

**ARTICLE VIII
MAINTENANCE, REPAIRS AND OPERATION**

Section 1. Maintenance and Repairs.

(a) Except as otherwise provided in the Declaration or these By-Laws, all painting, decorating, maintenance, repairs, care, upkeep, preservation, restoration and replacements, whether structural or nonstructural, ordinary or extraordinary: (a) in or to any Unit (excluding any Common Elements included therein) shall be made by the Owner of such Unit at such Unit Owner's sole cost and expense; (b) in or to the Common Elements, shall be made by the Board, and the cost and expense thereof shall be charged as a Common Expense to the Owners, provided that the Association shall be responsible for the same as to all Limited Common Elements exterior of the Buildings and Units and comprised of the exterior yards, lawn, original landscaping installations, snowplowing of Unit driveway, and mailbox.

However, notwithstanding the foregoing or anything else herein all repair, maintenance, upkeep, and replacement of all (i) that portion of the Limited Common Elements exterior of the Buildings, and comprised of lawns, trees, shrubbery and other landscaping (with the exception of any landscaping installations added by a Unit Owner to the Declarant's initial installations thereof, for which such Unit Owner shall be solely responsible, together with all decks, and patios and patio pavers), mail boxes, and snowplowing of all Unit driveways, and (ii) those Common Elements comprised of the private roadway within the Property known as Bretlyn Circle, shall be performed and provided not by the Board, but rather by the Association. The Unit Owners shall pay Neighborhood Surcharges accordingly to the Association to cover all costs and expenses thereof, pursuant to the provisions of the Declaration and Budget for the Association.

(b) Except to the extent the cost is covered by the proceeds of any insurance maintained by the Board, in the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof is necessitated by the negligence, misuse or neglect of: (a) any Unit Owner, or any agent, tenant, or contractor of a Unit Owner, then the entire cost thereof shall be borne by such Unit Owner; (b) the Board, Managing Agent, or the Association's Board, their employees and contractors, then the entire cost thereof shall be charged to the Unit Owners as a Common Expense;

(c) The exterior surface of all windows in the Units, if so determined by the Board, shall be washed and cleaned by such Board and the cost and expense thereof shall be a Common Expense. Otherwise, the exterior of all windows in a Unit shall be washed or cleaned at the cost and expense of the Unit Owner. The interior glass surfaces of all windows located in any Unit shall be washed and

{2231104: }

cleaned by the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense.

(d) The exteriors of all doors of Units shall not be painted or decorated, except with the written consent of the Board.

(e) Each Unit and all portions of the Common Elements shall be kept in first-class condition by the Unit Owner, Board, or Association, respectively, whoever or whichever is responsible for the maintenance thereof as set forth herein, and shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, those areas of the Buildings exposed to public view and all Common Elements exterior of the Buildings shall be kept in good, clean and neat appearance, in conformity with the dignity and character of the Buildings, by (a) the Board or Association, with respect to such parts of the Building or areas, respectively, required to be maintained by it; and (b) by the Unit Owners, with respect to the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in their respective Units.

Section 2. Violations of Maintenance Obligations.

In the event that any Unit Owner, within a reasonable time after receipt of written notice from the Board, fails to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Article VIII or of any Limited Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Board may, but shall not be obligated to perform or cause to be performed such painting, decorating, maintenance, repair or replacement, unless such Unit Owner, within thirty (30) days after receiving notice of such default from the Board (or sooner in the case of emergency), cures such default, or in the case of default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement by the Board, together with interest thereon at the rate of 9% annually from the date on which such Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Unit Owner to such Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

Section 3. Structural Alterations, Additions, Improvements and Repairs of Units.

(a) Except as otherwise provided in the Declaration, no Unit Owner shall make any structural alteration, addition, improvement or repair in or to such Unit Owner's Unit without the prior written approval of the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural alteration, addition, improvement or repair in or to such Unit Owner's Unit within a reasonable time after such request is received. Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, the Board may exercise the right to reasonably approve the

{2231104: }

Unit Owner's contractors and suppliers, and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to such Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. Notwithstanding anything to the contrary contained herein, Sponsor shall not be required to obtain the approval of the Board for any structural alteration, addition, improvement or repair in or to Unsold Residential Units.

(b) All structural alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. A Unit Owner making or causing to be made any structural alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to hold the Board and all other Unit Owners harmless from any costs or liability arising therefrom, related thereto, or in connection therewith.

(c) Any application by a Unit Owner to any governmental authority having jurisdiction thereof for a permit to make a structural alteration, addition, improvement or repair in or to any Unit so approved by the Board (if such approval is required) shall, if required by law or such department or authority, be executed by the Board; provided that the Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, materialman, architect or engineer on account of such alteration, addition, improvement or repair or to any person having any claim for injury to person or damage to property arising therefrom; and the Unit Owner shall indemnify and hold harmless the Board from and against any claims, costs, expenses and liabilities whatsoever (including attorneys' fees) arising therefrom, related thereto and/or in connection therewith. Notwithstanding anything to the contrary set forth above, the Sponsor is hereby authorized on behalf of the Board to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the Unsold Residential Units, and Common Elements, as Sponsor is entitled to perform in accordance with the terms of the Declaration and these By-Laws and to obtain such certificates of completion as may then be required by Law (collectively the "Required Documentation") and, the Board, if requested by Declarant, shall execute any Required Documentation.

(d) In the event that any alterations, additions, improvements or repairs made by any Unit Owner materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance or reissuance of a temporary, permanent, or partial certificate of occupancy for other Units or any Building, then upon the written request of the Sponsor, or the Board, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or the Board, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in these By-Laws.

Section 4. Additions or Improvements to Common Elements. Except as otherwise

{2231104: }

provided in the Declaration or these By-Laws, all alterations, additions or improvements in or to any Common Elements shall be made by the Board. Whenever in the judgment of the Board, the cost of any alteration, addition or improvement would exceed \$25,000.00 in the aggregate in any calendar year (except if such alteration, addition or improvement is provided for in a duly approved budget), then such proposed alteration, addition or improvement shall not be made unless first approved by a majority of the Unit Owners who shall be required to bear the cost and expense thereof. Except as otherwise provided in the Declaration or these By-Laws, all such alterations, additions or improvements costing in the aggregate \$25,000.00 or less in any calendar year may be made without the approval of the Unit Owners. Without limiting any other rights of the Board with respect to alterations, additions or improvements of Common Elements, the Board shall be entitled to erect any scaffolding as it determines is required by law or consistent with customary construction or building management practice in connection with any such alterations, additions, improvements or repairs.

Section 5. Right of Access.

(a) The Unit Owners hereby grant a right of access to the Units to the Board, the managing agents, and/or any other person authorized by any of the foregoing for the purpose of: making inspections of, or removing violations noted or issued by any governmental authority against the Common Elements or Limited Common Elements or any other part of the Property; curing defaults hereunder or under the Declaration or Rules and Regulations by such Unit Owner; correcting any conditions originating in such Unit Owner's Unit, or any other Unit in the Building; or correcting any condition that violates the provisions of any Permitted Mortgage covering another Unit; provided, however, that requests for any such access are made not less than five (5) days in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the normal use of the Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

(b) Each Unit Owner hereby grants a right of access to such Unit Owner's Unit, and the Board hereby grants rights of access to the Common Elements and the Limited Common Elements, to Sponsor and its contractors, subcontractors, architects, engineers, agents and employees, for the completion of punch-list and any other necessary work; provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

Section 6. Real Estate Taxes. Until the Units are separately assessed for real estate tax purposes, the Unit Owners shall pay their respective pro rata share of all real estate taxes with respect to the Property (in the proportion that the Common Interests appurtenant to such Units bears to the Common Interests of all Units) to the Board as a Common Charges, which will in turn pay such taxes to the proper authorities.

Section 7. Water, Gas, and Electricity. Water, gas and electricity for each Unit and Limited Common Elements shall be supplied by the utility provider servicing the Building and separately metered for each Unit. Each Unit Owner shall be required to pay the bills for water,

{2231104: }

electricity and gas consumed or used in such Unit Owner's Unit and Limited Common Elements directly to the utility provider.

Section 8. Utilities Serving the Common Elements. Except as otherwise provided in this Article, the cost and expense of any water, sewer facilities, electricity and gas serving or benefiting any Common Element shall be (a) determined by the Board, (b) considered part of the expense of maintaining such Common Elements; and (c) charged to the Unit Owners as a Common Expense.

ARTICLE IX AMENDMENTS

Section 1. Amendments by Unit Owners. Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor or any Unsold Units, any provision of these By-Laws may be added to, amended, modified, or deleted, by the vote taken in accordance with the provisions of these By-Laws, of Unit Owners at least 51% both in number and as holders of Common Interests, provided, however, that the Common Interest appurtenant to any Unit as expressed in the Declaration (other than Unsold Units) shall not be altered without the written consent of all Unit Owners directly affected. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor, Permitted Mortgagees, or any Unsold Units, any such amendment, modification, addition or deletion shall be executed by the Board, as attorney-in-fact for the Unit Owners, coupled with an interest, which Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact.

Notwithstanding the foregoing, with respect to amendments affecting Sponsor, Permitted Mortgagees, or any Unsold Units, the provisions of this Section 1 may not be amended, modified, added to or deleted unless (i) Unit Owners at least 80% in number and as holders of Common Interests affected thereby approve such amendment, modification, deletion or addition in the manner set forth above and (ii) if the Sponsor then owns any Unsold Units, the Sponsor consents thereto.

Section 2. Amendments Affecting Sponsor. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration, or the Rules and Regulations, shall be effective in any way without the prior written consent of Sponsor with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration, or the Rules and Regulations, modifying the permitted uses of the Building or any portion thereof, or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor, or otherwise adversely affecting Sponsor.

Section 3. Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article X shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

{2231104: }

ARTICLE X
RIGHTS TO SELL, MORTGAGE AND LEASE PROPERTY

Section 1. Selling, Mortgaging and Leasing Units. Any Unit may be conveyed or mortgaged without restriction, but not rented or leased, subject to the Sponsor's right to rent or lease Unsold Units without restriction; however no Unit Owner shall convey, mortgage, pledge, hypothecate or sell such Unit unless and until all unpaid Common Charges against the Unit shall have been paid to the Board of Managers. However, any such unpaid Common Charges can be paid out of the proceeds from the sale or mortgage of a Unit. Any rent 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 Sponsor or to any Unsold Units owned by Sponsor.

Section 2. Waiver of Partition Rights. The Unit Owners waive all of their voting rights concerning partition with respect to any Unit acquired by the Board of Managers.

Section 3. Gifts, etc. Any Unit Owner may convey or transfer such Unit by gift during lifetime or devise the Unit by will or pass the same by intestacy, without restriction.

Section 4. Notice to Board. A Unit Owner who mortgages such Unit Owner's Unit, or the holder of such mortgage encumbering the Unit, shall notify the Board of the name and address of the mortgagee.

Section 5. Notice of Default and Unpaid Common Charges. Whenever so requested in writing by a Permitted Mortgagee, for a reasonable fee the Board shall promptly report to such Permitted Mortgagee any default in the payment of Common Charges or any other default by the Owner of such Unit under the provisions of the Declaration or these By- Laws that may to such Board's knowledge then exist. The Board, when giving notice to a Unit Owner of any such default, shall, if requested, also send a copy of such notice to any Permitted Mortgagee thereof. However, the Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by its mortgagor under the Condominium Documents, provided that (i) the Board advises such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Board forecloses a lien on such mortgagor's Unit by reason of such default, the Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

Section 6. Performance by Permitted Mortgagees. The Board shall accept, by any Permitted Mortgagee of a Unit Owner, payment of any sum or performance of any act required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such

{2231104: }

Unit Owner.

Section 7. Examination of Books. Each Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more than once every six (6) months.

Section 8. Consent of Mortgagees. Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of any Board, officer or Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against such Unit Owner.

ARTICLE XI CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Common Elements, the Board or Association will arrange for the prompt repair and restoration of such part of the Common Elements so taken which, pursuant to the provisions of these By-Laws, are required to be maintained by the Board or Association, and the award made for any such taking shall be payable to the Board or Association; provided, however, that if any such award exceeds \$100,000.00, such award shall be payable to the Insurance Trustee and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed the cost of any repairs and restorations by the Board or Association, the deficit or surplus, as the case may be, will be (a) borne and shared by all Unit Owners with respect to any taking of the Common Elements pro rata in accordance with their respective Common Interests; (b) borne and shared by all Unit Owners having exclusive access to the Limited Common Elements pro rata in accordance with their respective interest in such Limited Common Elements.

ARTICLE XII MISCELLANEOUS

Section 1. Unit Marketing. Unless the Sponsor otherwise agrees in its sole discretion, until the date of the Closing of title for purchase of the Unit, no Unit Purchaser may list or place the Unit for sale with any broker, listing service, website, or otherwise, or otherwise advertise, promote, or publicize the availability of the Unit for sale in any website, newspaper, or elsewhere, or utilize any other sales vehicle to market or sell the Unit. The foregoing provision of this Section shall not apply to the Sponsor or to any Units owned by the Sponsor.

Section 2. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to such Unit Owner's Unit without including therein its appurtenant Common Interest, it being the intention 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

{2231104: }

or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Common Interest appurtenant to any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interest is appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units.

Section 3. Unauthorized Leases of Units. Any purported rental or lease of a Unit consummated in violation of Article X, Section 1 shall be voidable at the election of the Board and if the Board shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to evict the purported tenant, in the name of the said Unit Owner as the owner or landlord, as the case may be. Said Unit Owner shall reimburse the Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

Section 4. Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and make arrangements for recording in the Monroe County Clerk's Office, the Unit Power of Attorney required by the Declaration.

Section 5. Notices Concerning Residential Unit Occupancy. Within five (5) days following acquisition of a Unit, the new Unit Owner shall notify the managing agent of the Unit involved and the name of the Owner(s).

Section 6. Waiver of Right of Partition with Respect to Units. In the event that any Unit shall be acquired by more than one Unit Owner, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit.

Section 7. Insurance. Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in the Unit which will increase the insurance rates on the Unit or any other Unit or on the Common Elements.

Section 8. 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 Bylaws shall, nevertheless, be and remain in full force and effect.

Section 9. Construction. Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Section 10. Compliance with the Condominium Act. These Bylaws are set forth to comply with the requirements of the Condominium Act. In case any of these Bylaws conflict with the provisions of said Act or of the Declaration, the provisions of the Act or of the Declaration, whichever the case may be, shall control.

Section 11. Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and obligations of Sponsor as set forth herein shall inure to the benefit of and be binding upon any Sponsor Successor.

{2231104: }

SCHEDULE C
Glenville Condominium One

Unit Designation	Square Footage	Number of Bedrooms and Baths	Common Interest %
G1.1	1,614	2/2	4.1666
G1.2	1,623	2/2	4.1666
G2.1	1,822	2/2.5	4.1666
G2.2	1,842	2/2.5	4.1666
G2.3	1,814	2/2.5	4.1666
G2.4	1,822	2/2.5	4.1666
G3.1	1,822	2/2.5	4.1666
G3.2	1,842	2/2.5	4.1666
G3.3	1,814	2/2.5	4.1666
G3.4	1,822	2/2.5	4.1666
G11.1	1,822	2/2.5	4.1666
G11.2	1,822	2/2.5	4.1666
G12.1	1,623	2/2	4.1666
G12.2	1,614	2/2	4.1666
G13.1	1,822	2/2.5	4.1666
G13.2	1,814	2/2.5	4.1666
G13.3	1,842	2/2.5	4.1666
G13.4	1,822	2/2.5	4.1666
G14.1	1,623	2/2	4.1666
G14.2	1,614	2/2	4.1666
G15.1	1,822	2/2.5	4.1666
G15.2	1,814	2/2.5	4.1666
G15.3	1,842	2/2.5	4.1666
G15.4	1,822	2/2.5	4.1666