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STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICE

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Christopher L. Jacobs  
County Clerk

Box 243

**DECLARATION OF CONDOMINIUM  
AND OF  
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS  
- ESSEX GREENS AT WATERFORD -**

**ESTABLISHING ESSEX GREENS AT WATERFORD  
TOWN OF CLARENCE, COUNTY OF ERIE, STATE OF NEW YORK**

**PURSUANT TO ARTICLE 9-B OF THE  
REAL PROPERTY LAW OF THE STATE OF NEW YORK**

**NAME:** Essex Greens at Waterford  
**SPONSOR:** Essex Homes of WNY, Inc.  
8940 Main Street  
Clarence, New York 14031  
**DATE OF  
DECLARATION:** October 1, 2013

**BLOCK & LONGO, P.C.  
Attorneys for Sponsor  
One Niagara Square  
Buffalo, New York 14202  
(716) 854-4080**

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**DECLARATION ESTABLISHING  
ESSEX GREENS AT WATERFORD**

WHEREAS, the Sponsor as hereinafter identified is the owner of real property which the Sponsor desires to develop as a residential condominium known or to be known as "Essex Greens at Waterford" (the "Condominium"); and

WHEREAS, the Sponsor desires to provide for the preservation of the values and amenities in said Condominium and for the maintenance of common elements and to protect each Owner of a Unit in the Condominium against depreciation in the value and aesthetic quality of such Units, and to provide generally for the preservation of a residential Condominium of the highest quality and character, all of the foregoing being purposes of this Declaration; and, to this end, desires to subject the real property described in Schedule A annexed hereto to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each present and future owner thereof; and

WHEREAS, the Sponsor has deemed it desirable, for the efficient preservation of the economic and aesthetic values, quality, character and amenities of and in said Condominium, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Condominium Property (defined as all of the property comprising Essex Greens at Waterford) and facilities and administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter authorized;

NOW, THEREFORE, for the premises described on Schedule A attached hereto located in the Town of Clarence, County of Erie and the State of New York, pursuant to Article 9-B of the Real Property Law of the State of New York, Essex Homes of WNY, Inc., a New York corporation, having its office at 8940 Main Street, Clarence, New York 14031, hereinafter referred to as "Sponsor", does hereby declare:

**ARTICLE I  
SUBMISSION OF PROPERTY**

**1.01 Submission.** The Sponsor hereby submits the land described on Schedule A hereto and made a part hereof, together with all the improvements thereon and thereto to the provisions of Article 9-B of the State of New York Real Property Law, together with all or any portion of the Additional Property added to the Condominium pursuant to Section 1.02 below.

**1.02 Additional Property.** The Sponsor anticipates acquiring certain other adjacent land ("Additional Property") bordering Subdivision Lots 103 through 108, inclusive, for purposes of adding approximately 21 feet to the easterly (rear) boundaries of said Subdivision Lots. The Sponsor may, without the consent of the Unit Owners, bring said Additional Property within the scope of this Declaration within five (5) years of the date of recording of this Declaration.

Such additional lands shall be added to the Declaration by the recording in the Erie County Clerk's Office of a supplemental extending declaration which shall extend the scope of the covenants and restrictions of this Declaration to such Additional Property. Such addition will not increase the number of Subdivision Lots and Buildings or each Unit Owner's percentage of ownership interest in the common elements.

**ARTICLE II  
NAME OF CONDOMINIUM**

**2.01 Name.** This Condominium shall be known as "Essex Greens at Waterford".

**ARTICLE III  
DESCRIPTION OF BUILDINGS**

**3.01 Buildings.** The Property described on Schedule A attached hereto ("Property") is comprised of one hundred eight (108) subdivision lots ("Subdivision Lots") and the green areas and amenities as shown on a subdivision map filed in the Erie County Clerk's Office. Each individual residence constructed on the Property is hereafter referred to as a "Building". There are or will be a maximum of one hundred eight (108) individual residences situated on the property described in Schedule A. Said Subdivision Lots and Buildings are located on the north side of Roll Road between Gott Creek and Dana Marie Parkway in the Town of Clarence, County of Erie and State of New York.

Schedule B to this Declaration contains a description of the Buildings and the construction thereof, approximate square footage, brief description of layout and number of rooms, and floor plans.

**ARTICLE IV  
THE UNITS**

**4.01 Designation of Units.** A "Unit" shall include the Building, including the garage, and the land on which the Building is located as conveyed to the initial Purchaser for occupancy, which land may be a Subdivision Lot, a Subdivision Lot and a portion of a second Subdivision Lot, or a combination of two or more Subdivision Lots or portions thereof. There are or will be a maximum of one hundred eight (108) residential Units within Essex Greens at Waterford.

The Units shall be designated by Subdivision Lot number and house number, except that if a Unit consists of portions of two or more Subdivision Lots, the Unit designation shall be the number of the Subdivision Lot which comprises the greatest portion of the Unit, or otherwise as determined by the Sponsor.

Attached to this Declaration as Schedule C is a list of all Units designated by Unit/Subdivision Lot numbers, tax lot numbers and percentage of interest in the common elements allocated to each such Unit. The location of the Units is shown on a subdivision map of Essex Greens at Waterford filed in the Erie County Clerk's Office

under Map Cover 3601 covering Units/Subdivision Lots 1 through 34, inclusive, of the proposed 108 Units/Subdivision Lots and the common areas/elements appurtenant thereto. This Declaration and schedules attached hereto has been or will be filed in the Erie County Clerk's Office prior to the date of the first Unit closing. Each Unit will be conveyed by the Sponsor to the initial Purchaser thereof by reference to a Unit number.

**4.02 Dimensions of Units.** The Units/Subdivision Lots are identified on Schedule C attached to this Declaration. Such Schedule shall be amended from time to time, as necessary, to reflect any changes resulting from Purchasers acquiring other than a single Subdivision Lot as part of their Unit. In addition to each Subdivision Lot(s) or portions thereof, the Unit shall include the Building, being the entire freestanding residence, including exterior siding, roof, foundation, walls, doors and windows, and the attached garage. All pipes, wires and conduits from gas and electric and other utility meters to the Units which service only such Unit are part of that Unit, as are all lateral sewer and water lines, underground irrigation systems and other utility lines located on the Subdivision Lot or portions thereof which comprise the land area of the Unit.

**4.03 Ownership of Units.** Each Unit will be sold to one or more parties (hereinafter referred to as the "Unit Owner") with each Unit Owner obtaining fee ownership to the Unit and the appurtenant undivided interest in the "common elements", as defined and described in Section 5.01.

**4.04 Use of Units.** Except as permitted pursuant to other provisions contained herein, each Unit shall be used for residential purposes only.

**4.05 No Partition or Division of Units.** After transfer from Sponsor, no Unit (including the interest in the common elements appurtenant thereto) shall be subject to partition or division by the Unit Owner; provided, however, that the foregoing shall not be construed as prohibiting any non-structural alterations or changes in the number of rooms in a Unit upon approval of the Board of Managers as provided for in this Declaration or in the Condominium By-Laws.

**4.06 Lot.** "Lot" shall mean and refer to the Subdivision Lot(s) or portions thereof which comprises the land portion of a Unit.

## **ARTICLE V COMMON AREAS/ELEMENTS**

**5.01 Definition of Common Areas/Elements.** The common areas/elements consist of all the Property except the Units/Subdivision Lots, including, but without limitation, various open green areas throughout the development as shown on the site plan in Part II of this Offering Plan; the private roadways into and through the development, being Bancroft Drive, Chatham Lane, Covington Drive, Somerset Way and Waterford Lane; street lighting throughout the development; the private water and sewer mains within Essex Greens at Waterford; the storm drainage system; the retention ponds; the entrance signs to the development; and all maintenance, repairs and replacements to any pipes, wires, conduits and utility lines which service two or

more Units. The maintenance and repair of the common areas shall be the responsibility of the Condominium Board of Managers.

The Board of Managers shall be responsible for and shall arrange for (i) snow removal from all private roadways, parking areas, driveways and front walkways within Essex Greens at Waterford; (ii) lawn cutting and maintenance of all lawns and green areas within Essex Greens at Waterford; and (iii) maintenance of all landscaping and shrub beds installed by Sponsor.

**5.02 Interest in Common Areas/Elements.** Each Unit Owner shall have such percentage interest in the common elements, as is set forth on Schedule C attached hereto, and shall bear such percentage of the common expenses of the Condominium. The percentage of interest of each Unit in the common elements has been determined by the Sponsor in accordance with Real Property Law Section 339-i, 1(iii), with each Unit being assigned substantially equal percentage interests in the common elements as the Units are all basically of the same or similar square footage.

Except as provided hereafter, the interest in common elements as expressed herein shall have a permanent character and shall not be altered without the consent of all Unit Owners affected, as well as their mortgagees, expressed in a duly recorded amendment to this Declaration.

The undivided interest in the common elements and expenses shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

**5.03 Eminent Domain.**

(a) Notwithstanding Section 5.02 above, if a Unit, or any portion thereof, is taken by eminent domain, the award from such proceedings shall be paid to the Owner of such Unit, except as provided in Section 10.08.

(b) Action to Contest Condemnation. The Unit Owner affected shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of their Unit.

(c) Partial or Total Taking of Units. Subject to the direction of any court as described in (a) above, if an entire Unit is so taken, or if part of a Unit is taken such that the remaining portion may not be practically or lawfully used for any purpose permitted by this Declaration, that Unit's entire interest in the common expenses shall be automatically reallocated to the remaining Units in proportion to the respective common element interests of those Units before the taking. If part of a Unit is so taken, such that the remaining portion may be practically and lawfully used for a purpose permitted by this Declaration, that Unit's interest in the common elements shall be reduced in proportion to the reduction and size of the Unit in a manner consistent with the manner in which common element interests were originally determined under Section 5.02 above. A Unit Owner's remedies in the event of a

partial or total taking by eminent domain or condemnation which effectively prohibits use of such Unit are determined by State law and enforceable by such Owner.

(d) Condemnation Provisions Subject to Existing Law. All provisions of this Section 5.03 are subject to interpretation in accordance with the law in effect at the time of any condemnation or eminent domain proceeding. Should all or any portion of the provisions of this Section 5.03 be determined, in the opinion of counsel to the Condominium or by a court having jurisdiction, to be unenforceable at such time, the distribution of proceeds, rights with respect to partition, and allocation of percentage interests in the common elements after a partial taking, shall be as a court of law shall determine unless all affected Unit Owners shall otherwise agree.

## **ARTICLE VI EASEMENTS AND PROPERTY RIGHTS**

**6.01 Utilities, Pipes and Conduits.** Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in the common areas and private roadways within the development and servicing the Units in Essex Greens at Waterford. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use in accordance with present use and present available facilities the pipes, ducts, cables, wires, conduits, public utility lines and other common elements servicing more than one Unit.

**6.02 Right of Access of Board of Managers.** The Board of Managers, its agents, contractors and employees, shall have an easement and right of access to each Unit and Lot for the purpose of (i) making reasonable inspections; (ii) curing or removing violations of the Declaration or By-Laws or Rules and Regulations of the Condominium therein or therefrom; (iii) correcting any condition originating on a Unit/Lot and threatening damage, injury or destruction to or of another Unit/Lot; (iv) making any maintenance or repair which pursuant to the By-Laws an Owner is required to make and which such Owner has failed to make after ten (10) days written notice; or (v) complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof; (vi) maintaining, repairing or replacing any water or sewer line; and (vii) maintaining, repairing or replacing any other pipe, wire, duct, cable, conduit or utility line located in or on any Unit/Lot servicing two or more Units. The cost of such maintenance, repairs, improvements or replacements shall be a common expense unless otherwise provided in this Declaration or the By-Laws. The Board of Managers shall have a right of access to all Units/Lots to cure or remove violations and for inspection, maintenance, repair or improvement. The rights of access are to be exercised (unless in an emergency) at reasonable hours and upon reasonable notice to the Unit Owner involved. In the case of an emergency, the right of access shall be immediate, regardless of the presence of the Unit Owner involved.

**6.03 Rights of Sponsor.** The Sponsor shall have the right, until the completion of the construction, marketing and sale of all Units, to:

(a) grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes and

conduits, including, but not necessarily limited to, water, gas, electric, telephone, sewer and cable television to service other Units to be constructed;

(b) use the Property for ingress and egress for itself, its employees, subcontractors and others necessary to complete construction, and for prospective purchasers and contract purchasers of Units in the Condominium;

(c) use any of the Units to which title has not been transferred or with respect to which the Sponsor has permission from the Owner, (i) as a model or as a sales or rental center and to have prospective purchasers and lessees of Units visit such sales center, or (ii) for the storage of supplies and equipment until all Units have been sold, or earlier at the option of the Sponsor; and

(d) grant to itself or to others such other easements and rights of way as may be reasonably needed for the orderly development of the Condominium.

With respect to its exercise of the above rights, the Sponsor agrees (i) to repair, within a reasonable time after the completion of development of the Condominium or the termination of such rights, whichever first occurs, any damage resulting, and (ii) to hold the Condominium harmless from all resulting liabilities. Until the Sponsor has completed the construction, marketing and sale of all Units in the Condominium, this Section shall not be rescinded or amended to adversely affect the interest of the Sponsor, without the Sponsor's written consent.

**6.04 Easement of Necessity.** Each Unit shall have and each Unit shall be subject to all easements of necessity in favor of such Unit or in favor of other Units.

## **ARTICLE VII VOTING RIGHTS**

**7.01 Voting Rights.** Each Unit Owner shall be entitled to vote on all matters put to a vote at all meetings of Unit Owners in accordance with the percentage interest of the Unit owned in the common elements of the Condominium, unless otherwise provided herein.

## **ARTICLE VIII COMMON CHARGES**

**8.01 Imposition, Personal Obligation, Lien.** Each Unit Owner, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Board of Managers the "common charges" when due. The common charges shall be fixed, established and collected from time to time as hereinafter provided. Each common charge (or installment payment thereof) together with such late charges, interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Unit against which the common charge is made and shall also be the personal obligation of the Owner of the Unit at the time the common charge falls due.

**8.02 Allocation of Common Charges.** Except as otherwise provided herein or in the By-Laws, the common charges shall be allocated by the Board of Managers to the Unit Owners according to their respective common interests in the common elements.

**8.03 Unpaid Common Charges - Personal Obligation of Unit Owner and Lien on Unit.** The common charges shall be paid when due. All sums assessed as common charges by the Board of Managers of the Condominium, but unpaid, together with any accelerated installments, late charges and interest thereon as may be deemed appropriate by the Board of Managers, and reasonable attorneys' fees and other costs and expenses incurred in efforts to collect such past due charges, shall be the personal obligation of the Unit Owner and shall, to the extent allowed by law, constitute a lien upon the Unit prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing authority of any governmental authority including, but not limited to, State, County, Town and School District taxing agencies and (b) the lien of any prior mortgage of record encumbering any Unit. The Board of Managers is obligated to enforce this lien for the payment of common charges.

Upon the sale, transfer or conveyance of a Unit such unpaid common charges shall be paid out of the sale proceeds or by the grantee.

Except as provided above, upon any conveyance of a Unit either by voluntary instrument, operation of law or judicial proceeding, the grantee of the Unit shall become jointly and severally liable with the predecessor Unit Owner for any unpaid common charges against the latter assessed and due up to the time of the grant, transfer, sale or conveyance without prejudice to the grantee's right to recover from the predecessor Unit Owner the amounts paid by the grantee therefor. No Unit Owner shall be liable for the payment of any common charges accruing subsequent to a sale, transfer, or other conveyance of such Unit made in accordance with applicable laws or the provisions of this Declaration and the By-Laws.

Notwithstanding the foregoing, any first mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid regularly budgeted common charges accrued before acquisition of title to the Unit by the mortgagee. Such first mortgagee will be liable for any fees or costs related to the collection of unpaid common charges.

No Unit Owner shall be exempt from liability for payment of common charges assessed against such Owner's Unit by waiver of the services provided by the Condominium or the abandonment of such Unit. Dissatisfaction with the quantity or quality of maintenance furnished to the Property shall not be grounds for the withholding or failure to pay any common charge or special assessment.

**8.04 Date of Commencement and Notice of Assessments.** The annual common charges and special assessments, if any, provided for herein shall commence on the day on which the first Unit is conveyed or on such date thereafter as determined by the Sponsor. The first assessments of common charges shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Managers and annual common charges shall thereafter be on a full year basis. The Board of Managers shall fix the amount of the annual common charges against each Unit at least

thirty (30) days in advance of each annual period. The annual common charges shall be due and payable monthly unless the Board of Managers establishes other periods for payment. Written notice of the common charges shall be sent to every Unit Owner subject thereto.

Once common charges have commenced pursuant to this Section, the Owner of each Unit subject to this Declaration shall be liable for the payment of full common charges and special assessments. Sponsor shall pay all common charges and special assessments on unsold Units.

## **ARTICLE IX BOARD OF MANAGERS**

**9.01 Board of Managers.** The affairs of the Condominium shall be governed and controlled pursuant to the Condominium By-Laws (attached hereto as Schedule D and made a part hereof) by a Board of Managers who shall have the duties and powers as provided in the By-Laws. The Board of Managers shall have the responsibility for maintenance, repair and replacement of the common areas/elements within Essex Greens at Waterford, and shall have the right to delegate its duties to a manager or agent.

**9.02 Administration.** The administration of the Condominium described herein shall be in accordance with the provisions of this Declaration and with the provisions of the Condominium By-Laws.

**9.03 Sponsor's Written Consent Necessary for Certain Actions Taken by Board of Managers.** Notwithstanding anything to the contrary contained in this Declaration, until the closing of title to all of the Units within Essex Greens at Waterford, the Board of Managers may not, without the Sponsor's written consent, (i) except for necessary repairs or repairs, alterations, additions or improvements required by law, authorize any addition, alteration or improvement to the exterior of the Units or the Lots on which they are situated, or (ii) borrow money on behalf of the Condominium, or (iii) reduce the quantity or quality of services or maintenance of the Property. This Section shall not be amended without the Sponsor's consent so long as the Sponsor owns any Unit.

## **ARTICLE X OBLIGATIONS, RESPONSIBILITIES, COVENANTS, AND RESTRICTIONS**

**10.01 All Owners, Tenants and Occupants Subject to Condominium Documents Which Run With the Land.** All present or future Unit Owners, tenants, occupants or any other person that might use the Units or the facilities of the Property in any manner, are subject to the provisions of the Declaration, the By-Laws, and the Rules and Regulations of the Condominium, to the extent enforceable at law or in equity 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 of occupancy of any Unit shall signify that the provisions of this Declaration and the By-Laws and Rules and Regulations of the Condominium 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 Units, as though

such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

**10.02 Units to be Properly Maintained.** Unit Owners shall maintain their Unit/Lot in good repair and overall appearance.

**10.03 Mortgages on Units.** Any Unit Owner who mortgages his Unit shall promptly provide the Board of Managers with the name and address of the mortgagee.

**10.04 Rules and Regulations.** Rules and regulations, if any, promulgated by the Board of Managers concerning the use of the Units/Lots shall be observed by the Unit Owners; provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the said rules and regulations become effective or are sought to be enforced.

**10.05 Additions, Alterations and Improvements.** No Unit Owner may make any structural or decorative (non-structural) addition, alteration or improvement in or to the exterior of his Unit (including, without limitation, any change in the appearance of the Unit or color of siding or roof so as to ensure continuity of appearance of all Units), or make any changes in or to his Lot without the prior written approval of (i) the Sponsor, so long as Sponsor shall own at least one Unit or Lot, and (ii) the Board of Managers, neither of which shall be required to give its approval with respect to any proposal which, in the judgment of the Sponsor or the Board, may impair the aesthetic character or quality, structural integrity or value of the Units. No application shall be filed with any governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit unless approved in writing by the Board of Managers. Except for those provisions relative to the structural integrity of the Building, the provisions of this paragraph shall not apply to a Unit owned by the Sponsor or its designee until a deed to such Unit has been delivered to a purchaser thereof.

**10.06 Restrictions on Use of Units and Common Areas/Elements.** In order to provide for congenial occupancy of the Condominium Property and for the protection of the value, character, quality and structural integrity of the Units, the use of the Units and the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

(a) **Advertising and Signs.** Except for signs erected by or with the permission of the Sponsor in connection with the initial development or sale of Units, no additional sign or other advertising device of any nature shall be placed for display to the public view on any Unit or Lot or other portion of the Property including the common areas and private roadways (except temporary signs advertising property for sale).

(b) **Animals and Birds.** Except for two (2) dogs, two (2) house cats, fish, or birds in a cage, no animals shall be kept or maintained in any Unit or on any Lot or other portion of the Property except with the written consent of the Board of Managers which may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals or birds, and (ii) prohibit certain types of animals or birds entirely. No animal shall be permitted to run

loose or be chained on Condominium Property, including the individual Lots. Owners and/or occupants must accompany their pets and have their pets leashed at all times when on Condominium Property.

(c) *Garbage and Refuse Disposal.* Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste materials shall be kept, stored or allowed to accumulate outdoors on any portion of the Condominium Property, including individual Lots. Trash and recycling containers shall be stored in the garage. Such containers may be placed in the open no earlier than 6:00 p.m. on the day before a scheduled pickup to provide access to persons making such pickup. The Board of Managers may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted.

(d) *Nuisances, Noxious or Offensive Activities.* No nuisances, noxious or offensive activities shall be carried out on the Condominium Property, including the individual Lots, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the Owners or occupants thereof or which interferes with the peaceful possession and proper use of the Condominium Property by its Owners and occupants. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort or welfare, (ii) be injurious to property, vegetation or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulations or other governmental law, ordinance or code.

(e) *Television and Radio Antennas.* No outside television antenna shall be erected on any Unit or other portion of the Condominium Property, including the individual Lots, except with the consent of the Board of Managers.

(f) *Residential Use Only.* The Units shall be used for residential purposes and purposes incidental and accessory thereto, except the Sponsor may use one or more Units or other portions of the Property for model homes and/or real estate office.

(g) *Commercial and Professional Activity on Property.* No wholesale, retail, or any other business of any kind whatsoever, including a salon, studio, laboratory, home industry or medical or dental office, shall be conducted in or on any Unit, Lot or other portion of the Property without the written consent of the Board of Managers or any Architectural Committee thereof, except (i) by the Sponsor in conjunction with the initial construction, development and sale of the Units, and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of any in-home office for purposes other than those set forth above.

(h) *Outside Storage.* Outside storage or parking of commercial or recreational vehicles, camper bodies, boats and trailers shall not be allowed except

as may be otherwise permitted by the Board of Managers (unless prohibited by the applicable zoning requirements).

(i) **Outdoor Repair Work.** With respect to a Unit or individual Lot, no extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on any such Lot.

(j) **Oversized, Commercial and Unlicensed Vehicles.** Unless used in connection with the construction or sale of Units by the Sponsor, or the maintenance of the Property, or unless otherwise consented to by the Board of Managers, the following shall not be permitted to remain overnight on the Property: (i) commercial vehicles of a weight of two (2) tons or more; and (ii) unlicensed motor vehicles of any type.

(k) **Clotheslines.** No outdoor drying or airing of any clothing or bedding shall be permitted within the Property unless authorized by the Board of Managers.

(l) **Lease of Entire Unit Only.** An Owner shall not lease any portion of a Unit (other than the entire Unit).

(m) **Off-Road Motorized Vehicles.** No off-road motorbikes, all terrain vehicles, dirt bikes, snowmobiles or other similar vehicles shall be operated on any portion of the Property except with the consent of the Board of Managers.

(n) **No fences, porches, patios, walls, swimming pools, satellite dishes (except as otherwise permitted by law), storage sheds, playground apparatus (including basketball hoops), outbuildings or other structures of any kind whatsoever shall be placed or erected on any Unit or Lot within Essex Greens at Waterford without the prior written consent of both the Sponsor, so long as the Sponsor shall hold title to at least one Unit or Lot, and the Board of Managers after submission and approval of plans therefor.**

(o) **No changes, alterations, additions or modifications shall be made to the exterior of the Units or the Lots without the prior written consent of both the Sponsor, so long as the Sponsor shall retain title to any Units or Lots within Essex Greens at Waterford, and the Board of Managers of the Condominium or any Architectural Committee thereof.**

**10.07 Right of Unit Owner to Sell Unit.** A Unit Owner has the right to sell, transfer or otherwise convey his/her Unit to an eligible buyer without the Condominium Board of Managers having the right to first review and approve or refuse the buyer. The Condominium Board of Managers does not maintain a right of first refusal. A Unit Owner may transfer his/her Unit without regard to restrictions of any kind.

**10.08 Rights of Mortgage Holders and Guarantors.** The mortgagee and guarantor of the mortgage on any Unit shall have the right to timely written notice of (i) any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage; (ii) any 60-day delinquency in the payment of assessments or common charges owed by the Owner of any Unit on which it holds a

mortgage; (iii) a lapse, cancellation or material modification of any insurance policy maintained by the Condominium; and (iv) any proposed action that requires the consent of a specified percentage of mortgagees.

No Unit Owner or any other party shall have priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common elements.

## **ARTICLE XI AMENDMENT AND TERMINATION**

**11.01**        **Amendments to Declaration.** This Declaration may be modified, altered or amended at any duly called meeting of Unit Owners, provided that:

(a) A notice of the meeting containing a full statement of the proposed modification, alteration or amendment has been sent to all Unit Owners and mortgage holders as listed on the books and records of the Condominium at least sixty (60) and not more than seventy-five (75) days prior to the date set for such meeting. For purposes of this Declaration, mortgage holder shall mean and refer to the holder of a first mortgage on a Unit who has the right to timely written notice of any proposed action or any proposed modification, alteration, amendment or addition to the legal documents of the Condominium which is of a material adverse nature to mortgagees and requires the consent of mortgagees or mortgage holders. Such notice to mortgage holders shall be by certified mail, return receipt requested; and

(b) 51% or more in number and in common interest of all Unit Owners approve the change; and

(c) The Board of Managers does not, prior to the date established for voting on the proposed change, receive written notification of opposition to the change from mortgage holders of 51% or more of the number of Units subject to mortgages held by mortgage holders; and

(d) An instrument evidencing the change is duly recorded in the Office of the Erie County Clerk. Such instrument need not contain the written consent of the required number of Unit Owners, but shall contain a certification by the Board of Managers of the Condominium that the consents required by this Section for such change have been received and filed with the Board of Managers; and

(e) So long as the Sponsor shall continue to own at least one Unit, the Board of Managers obtains the Sponsor's written consent to the change.

**11.02**        **Termination of Condominium.** The Condominium shall not be terminated or abandoned except after substantial destruction or condemnation occurs or for other reasons to be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages.

**ARTICLE XII  
GENERAL**

**12.01 Service of Process.** Service of process on the Unit Owners in any action relating to the common elements shall be made upon: Secretary of State, Albany, New York.

**12.02 Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

**12.03 Floor Plans.** Simultaneously with the recording of this Declaration, there shall also be filed a copy of the as built plans for the common areas, if applicable. Sample floor plans of the Units as may be available to purchasers are attached hereto.

**12.04 Waiver.** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**12.05 Invalidity.** The invalidity of any provisions of this Declaration should not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

**12.06 Arbitration.** Any controversy, claim, lawsuit or other dispute which might arise between Sponsor and the Condominium Board of Managers or the members (Unit Owners) of the Condominium, relating to construction or other matters pertinent to the Condominium shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. Commencement of any such action shall be approved by at least 66-2/3% in common interest ownership percentage of the Unit Owners.

**IN WITNESS WHEREOF**, the Sponsor has caused this Declaration to be executed this 30 day of DECEMBER, 2014.

ESSEX HOMES OF WNY, INC.

By: Philip J. Nanula  
Philip J. Nanula, President

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

On the 30 day of DECEMBER in the year 2014, before me, the undersigned, a Notary Public in and for the State, personally appeared Philip J. Nanula, 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.

TRACY A. MURRAY#01MU5077295  
Notary Public, State of New York  
Qualified in Genesee County  
My Commission Expires 05/05/15

Tracy Murray  
Notary Public

## SCHEDULE A

### Parcel "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clarence, County of Erie and State of New York, being part of Lot No. 3, Section 11, Township 12 and Range 6 of the Holland Land Company's Survey, described as follows:

BEGINNING at a point in the north right of way line of Roll Road, distant 1,445.49 feet east from the east right of way line of Shimerville Road, as measured along said north line of Roll Road; thence North 02° 33' 07" East, a distance of 664.37 feet; thence North 56° 44' 52" East, a distance of 302.65 feet; thence North 45° 32' 59" East, a distance of 149.49 feet; thence South 52° 49' 57" East, a distance of 92.00 feet; thence North 37° 10' 03" East, a distance of 121.23 feet; thence South 52° 49' 57" East, a distance of 257.59 feet to a point on a curve; thence northeasterly along a curve to the right, having a radius of 350.00 feet, an arc distance of 42.44 feet to a point of tangency; thence North 37° 10' 03" East, a distance of 67.55 feet; thence South 68° 20' 10" East, a distance of 111.19 feet; thence South 78° 22' 49" East, a distance of 58.00 feet; thence South 86° 51' 54" East, a distance of 101.30 feet; thence South 00° 18' 47" East, a distance of 252.75 feet to a point of curvature; thence southwesterly along a curve to the right, having a radius of 246.00 feet, an arc distance of 58.90 feet to a point of tangency; thence South 15° 44' 04" West, a distance of 50.62 feet to a point on a curve; thence westerly along a curve to the left, having a radius of 1,365.00 feet, an arc distance of 563.49 feet to a point of reverse curvature; thence westerly along a curve to the right, having a radius of 500.00 feet, an arc distance of 77.51 feet to a point of tangency; thence North 87° 26' 53" West, a distance of 60.93 feet; thence South 02° 33' 07" East, a distance of 334.93 feet to a point of curvature; thence southwesterly along a curve to the right, having a radius of 50.00 feet, an arc distance of 40.78 feet; thence South 40° 42' 48" East, a distance of 155.64 feet; thence South 02° 33' 07" West, a distance of 64.42 feet to a point in the north right of way line of Roll Road; thence North 87° 34' 18" West, along said north line of Roll Road, a distance of 416.95 feet to the point or place of beginning.

### Parcel "B"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clarence, County of Erie and State of New York, being part of Lot No. 3, Section 11, Township 12, and Range 6 of the Holland Land Company's Survey, described as follows:

COMMENCING at a point in the north right of way line of Roll Road distant 1,862.44 feet east from the east right of way line of Shimerville Road, as measured along said north line of Roll Road; thence N 02° 33' 07" E a distance of 64.42 feet; thence N 40° 42' 48" W a distance of 155.64 feet to a point on a curve; thence northeasterly along a curve to the left, having a radius of 50.00 feet, an arc distance of 40.78 feet to a point of tangency; thence N 02° 33' 07" E a distance of 334.93 feet; thence S 87° 26' 53" E a distance of 60.93 feet to a point of curvature; thence easterly along a curve to the left, having a radius of 500.00 feet, an arc distance of 30.03 feet; thence easterly along a curve to the left having a radius of 500 feet, an arc distance of 21.07 feet; thence S 02° 33' 07" W a distance of 551.66 feet to a point in the north right of way line of Roll Road; thence westerly along the north right of way line of Roll Road, a distance of 21 feet to the point or place of beginning.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clarence, County of Erie and State of New York, being part of Lot No. 3, Section 11, Township 12 and Range 6 of the Holland Land Company's Survey, described as follows:

COMMENCING at a point in the north right of way line of Roll Road distant 1,862.44 feet east from the east right of way line of Shimerville Road, as measured along said north line of Roll Road; thence N 02° 33' 07" E a distance of 550.00 feet to a point on a curve; thence easterly along a curve to the left, having a radius of 500.00 feet, an arc distance of 25.02 feet to the principal point of beginning; thence continuing easterly along said curve to the left, having a radius of 500.00 feet, an arc distance of 22.46 feet to a point of reverse curvature; thence easterly along a curve to the right, having a radius of 1,365.00 feet, an arc distance of 183.73 feet; thence S 02° 33' 07" W a distance of 115.35 feet; thence N 87° 26' 53" W a distance of 21.00 feet; thence S 02° 33' 07" W a distance of 3.39 feet; thence N 87° 26' 53" W a distance of 90.00 feet; thence S 02° 33' 07" W a distance of 3.42 feet; thence N 87° 26' 53" W a distance of 30.17 feet to a point of curvature; thence northwesterly along a curve to the right having a radius of 4.00 feet, an arc distance of 2.64 feet to a point of reverse curvature; thence westerly along a curve to the left, having a radius of 15.00 feet, an arc distance of 9.91 feet to a point of tangency; thence N 87° 26' 53" W, a distance of 47.32 feet to a point of curvature; thence west and northerly along a curve to the right, having a radius of 5.00 feet, an arc distance of 7.85 feet to a point of tangency; thence N 02° 33' 07" E a distance of 94.11 feet to the point or place of beginning.

**For Conveyancing Only**

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises. Our Policy of Title Insurance includes such buildings and improvements thereon which by law constitute real property, unless specifically excepted therein.

**SCHEDULE B**  
**DESCRIPTION OF THE BUILDINGS**

There are or will be a maximum of 108 individual free-standing residential patio home style buildings. Each building will have an attached garage containing two parking spaces per Unit. All buildings will be one-story single-family private residences. The buildings are of wood frame construction, with the exteriors being vinyl siding and applied stone. The foundations have poured concrete walls. The roofs are stick framed and have asphalt shingles. Garages are unfinished with concrete floors and drywall on the walls and ceilings. Basements are unfinished with concrete floors and walls.

The following Unit models are available within Essex Greens at Waterford:

(1) The Arbor will be designated a one-story Unit with 2 bedrooms and 2 bathrooms and a two-car attached garage, consisting of approximately 1,614 square feet.

(2) The Berkley will be designated a one-story Unit with 3 bedrooms and 2 bathrooms and a two-car attached garage, consisting of approximately 1,662 square feet.

(3) The Concorde will be designated a one-story Unit with 2 bedrooms and 2 bathrooms and a two-car attached garage, consisting of approximately 1,715 square feet.

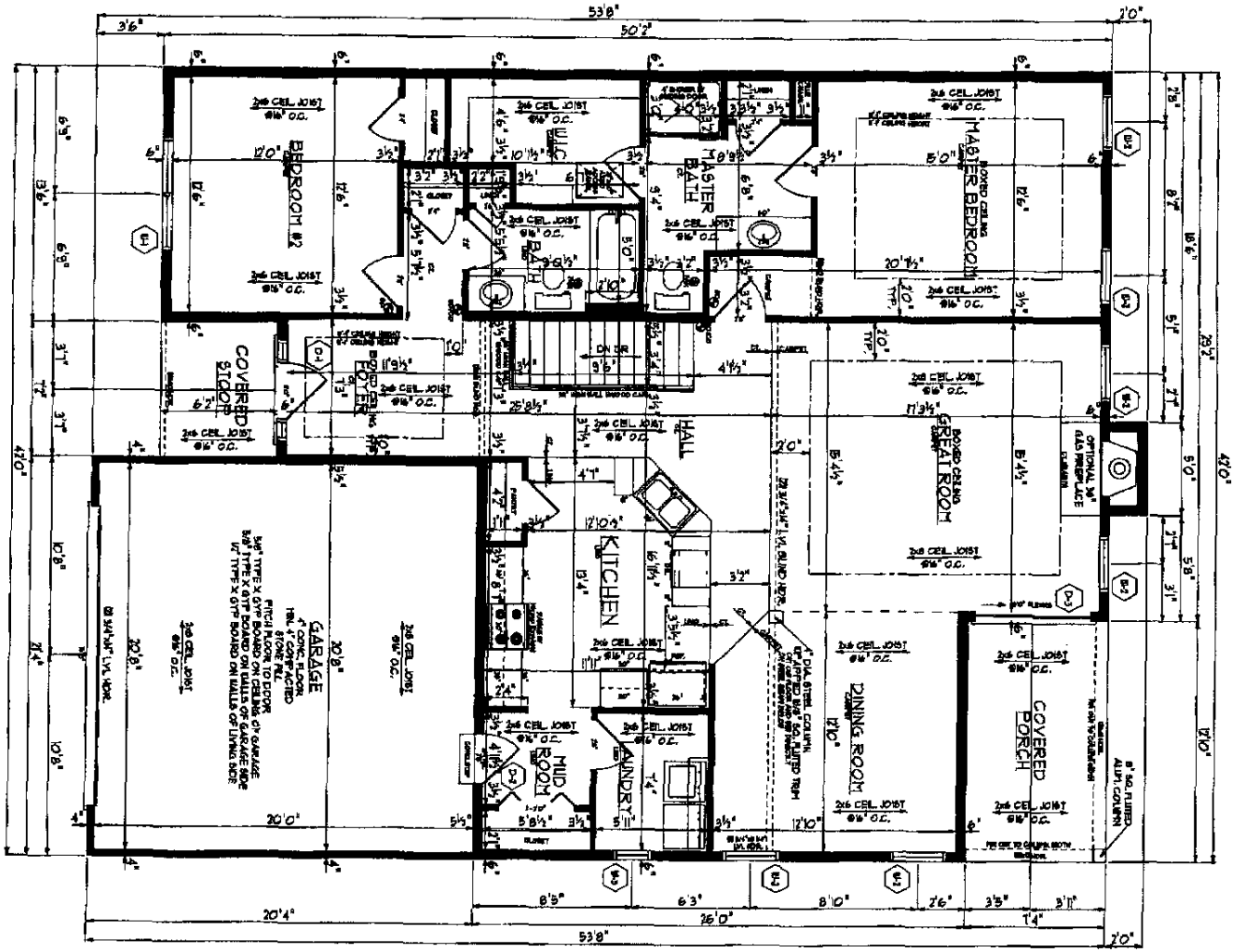
(4) The Danbury will be designated a one-story Unit with 2 bedrooms and 2 bathrooms and a two-car attached garage, consisting of approximately 1,956 square feet.

(5) The Eastbrook will be designated a one-story Unit with 2 bedrooms and 2 bathrooms and a two-car attached garage, consisting of approximately 2,082 square feet.

Schedule C to this Declaration contains a copy of the Site Plan.







DATE: 1/4/07		DRAWN BY: JLN	
DATE: 12/15/06		APPROVED BY:	
<b>ESSEX HOMES OF W.V.</b> 800 W. MAIN STREET, GAINESVILLE, VA 20155 PHONE: 800-333-0000 FAX: 540-353-0005			
<b>ARBOR</b> 1330 GREEN CLIFFSIDE, VA			SHEET NO. <b>A-3</b>

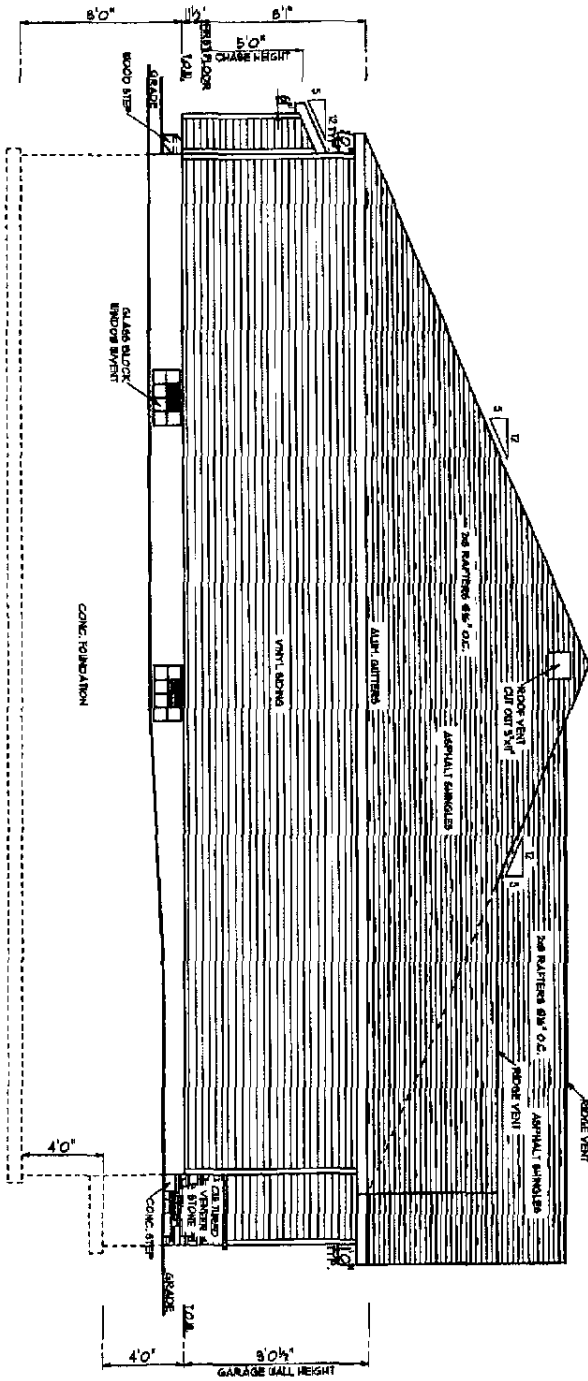
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*[Signature]*

**NOTES:**  
 ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL AND STATE BUILDING CODES. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO START OF CONSTRUCTION. KITCHEN COUNTER TOP SHALL BE 3" ABOVE FINISHED FLOOR. CONTRACTOR TO PROVIDE CURTAIN BLOCKING AT ALL WINDOW OPENINGS.  
 TOTAL LIVING AREA: 144 SQ. FT.

**16 1/2" SQ. FT. MAIN FLOOR**  
**8' 4" CEILING HEIGHT**

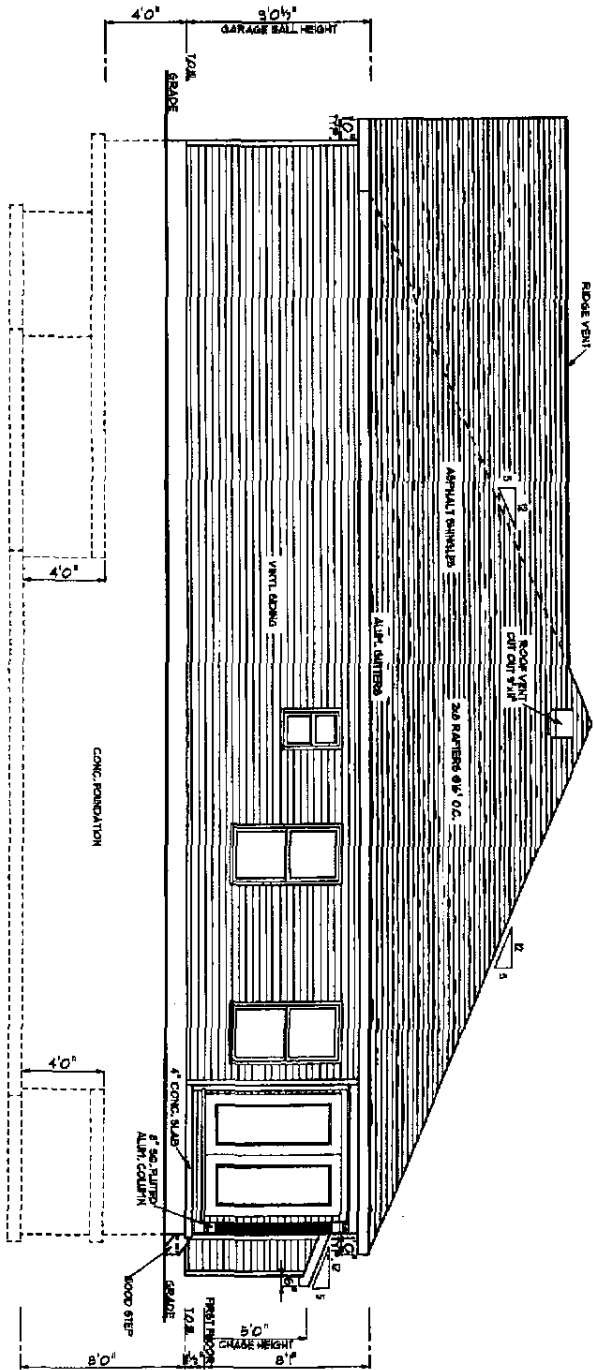
ALL DOORS ACCURATELY SHOWN ARE TO BE FINISHED WITH A 1" FIN. RETURN BELL.



*Handwritten signature and date:*  
 [Signature]  
 1/28/83

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 NEW YORK, INC. Any reproduction or use without written consent is prohibited by law.

ARBOR		DRAWN BY: NPL	
208 SPEC6		APPROVED BY:	
ESSEX HOMES OF NEW YORK, INC.			
1500 WEST 10TH AVENUE, SUITE 200			
DENVER, CO 80202			
SCALE: 1/4" = 1'-0"	DATE: 05/20/83	PROJECT NO: 208	
LEFT SIDE ELEVATION		A-4	



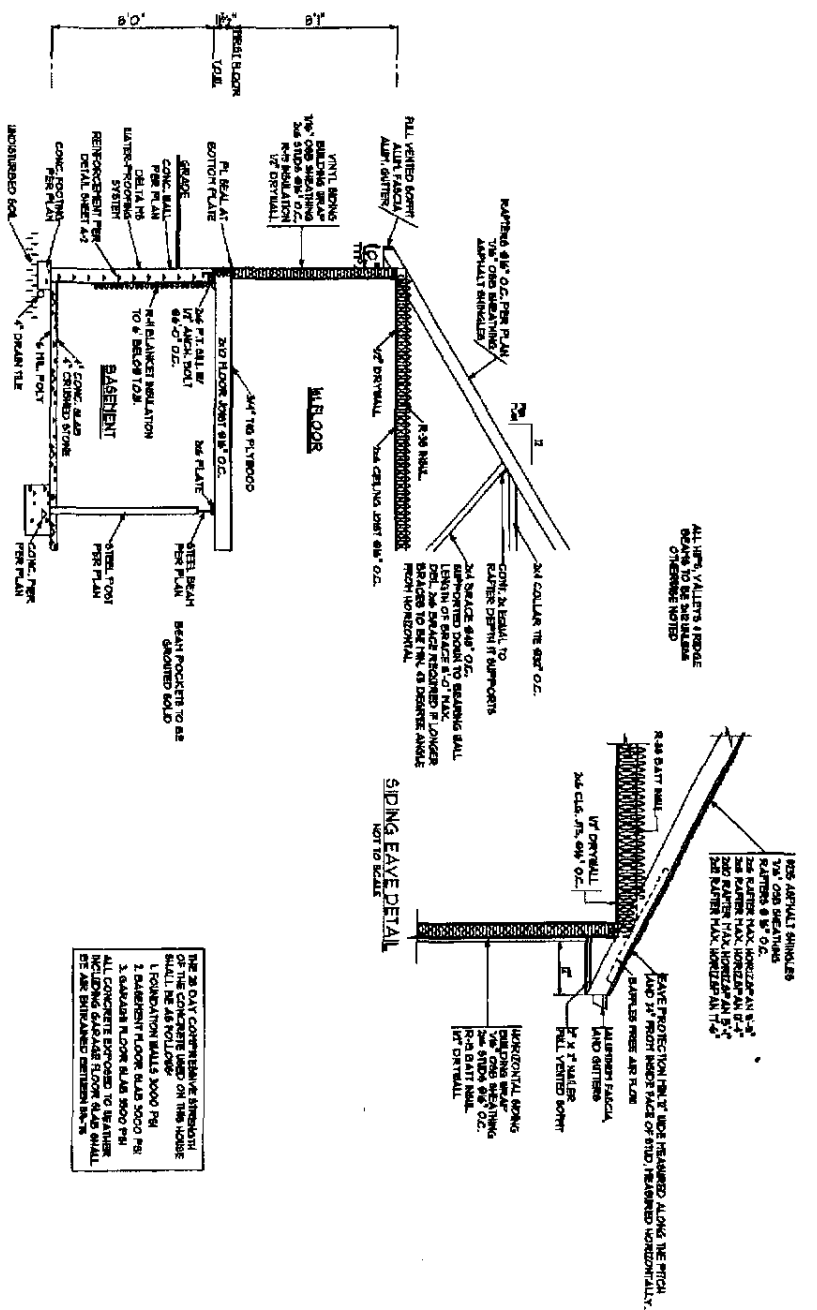
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*[Handwritten Signature]*  
 10/15/13

ARBOR		ESSEX HOMES OF WNY	
120 WOODS		120 WOODS	
SCALE: 1/4"=1'-0"	DATE: 01/07/13	DESIGNED BY: JML	APPROVED BY: JML
ESSEX HOMES OF WNY		ESSEX HOMES OF WNY	
8640 MAIN STREET CANTON, NY 14503		8640 MAIN STREET CANTON, NY 14503	
PHONE: 518-455-0000		PHONE: 518-455-0000	
FAX: 518-455-0000		FAX: 518-455-0000	
RIGHT SIDE ELEVATION		A-5	



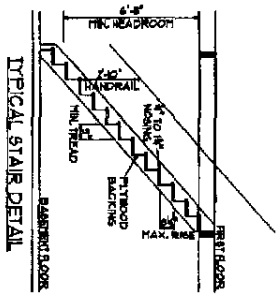


ALL UPPER VALTERS & ROOF  
BEAMS TO BE BRICKS  
OTHERWISE NOTED

1/2\"/>

SIDING EAVE DETAIL  
NOT TO SCALE

THE 2\"/>



**NOTES:**

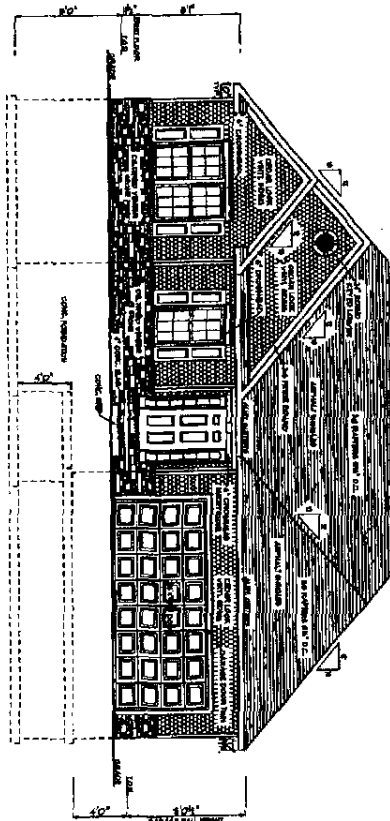
- 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION.
- 2. FOUNDATION SHALL BE AS FOLLOWS:
- 3. BASEMENT FLOOR SLAB SHALL BE 3\"/>

**NOTICE:**

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ARBOR		2013 SPEC'S	
SCALE: 1/4"=1'-0"	DATE: 8/27/13	DRAWN BY: MHL	APPROVED BY:
ESSEX HOMES OF W.V.			
1540 MAIN STREET CLARKSBURG, WV 26301			
PHONE: 336-2200 FAX: 336-2205			
CROSS SECTION			SCALE: A-1

*[Handwritten signature]*  
10/13



**LOW 'E' GLASS**

**MINIMUM 20% SOLAR RADIATION TRANSMITTANCE**

GLASS TYPE	U-VALUE	SHGC	VTG	REFLECTANCE	REFLECTANCE	REFLECTANCE
1	0.27	0.62	0.76	0.07	0.07	0.07
2	0.27	0.62	0.76	0.07	0.07	0.07
3	0.27	0.62	0.76	0.07	0.07	0.07
4	0.27	0.62	0.76	0.07	0.07	0.07
5	0.27	0.62	0.76	0.07	0.07	0.07
6	0.27	0.62	0.76	0.07	0.07	0.07
7	0.27	0.62	0.76	0.07	0.07	0.07
8	0.27	0.62	0.76	0.07	0.07	0.07
9	0.27	0.62	0.76	0.07	0.07	0.07
10	0.27	0.62	0.76	0.07	0.07	0.07
11	0.27	0.62	0.76	0.07	0.07	0.07
12	0.27	0.62	0.76	0.07	0.07	0.07
13	0.27	0.62	0.76	0.07	0.07	0.07
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18	0.27	0.62	0.76	0.07	0.07	0.07
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20	0.27	0.62	0.76	0.07	0.07	0.07

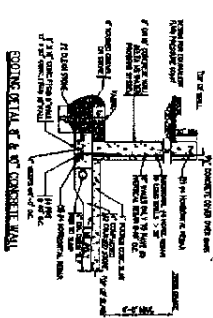
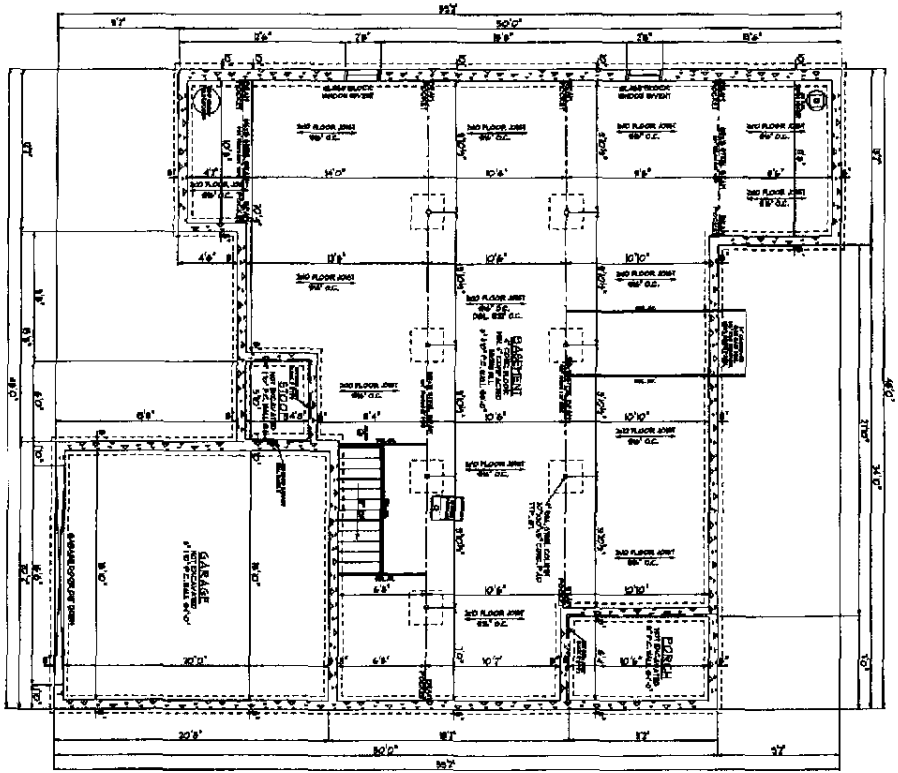
NOTES: 1. U-VALUE IS BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 2. SHGC IS BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 3. VTG IS BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 4. REFLECTANCE IS BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 5. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 6. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 7. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 8. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 9. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 10. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 11. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 12. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 13. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 14. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 15. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 16. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 17. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 18. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 19. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE. 20. ALL VALUES ARE BASED ON 1/4" GLASS AND 1/2" AIR SPACE.

**NOTICE:**  
These drawings and their contents are the property of the architect. They are to be used only for the project and site shown. Any other use without the written consent of the architect is prohibited.

**BRONXLEY**

NAME	WALTER D. BROWN	ARCHITECT	100 W. 11th St.	NEW YORK, N.Y. 10011
PROJECT	ESSEX HOUSES OF WYVE			
DATE	10/15/79	SCALE	AS SHOWN	
FRONT ELEVATION		A-1		

*Walter D. Brown*  
10/15/79



DETAIL OF WATER PROOFING SYSTEM

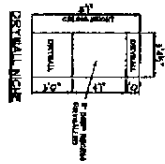
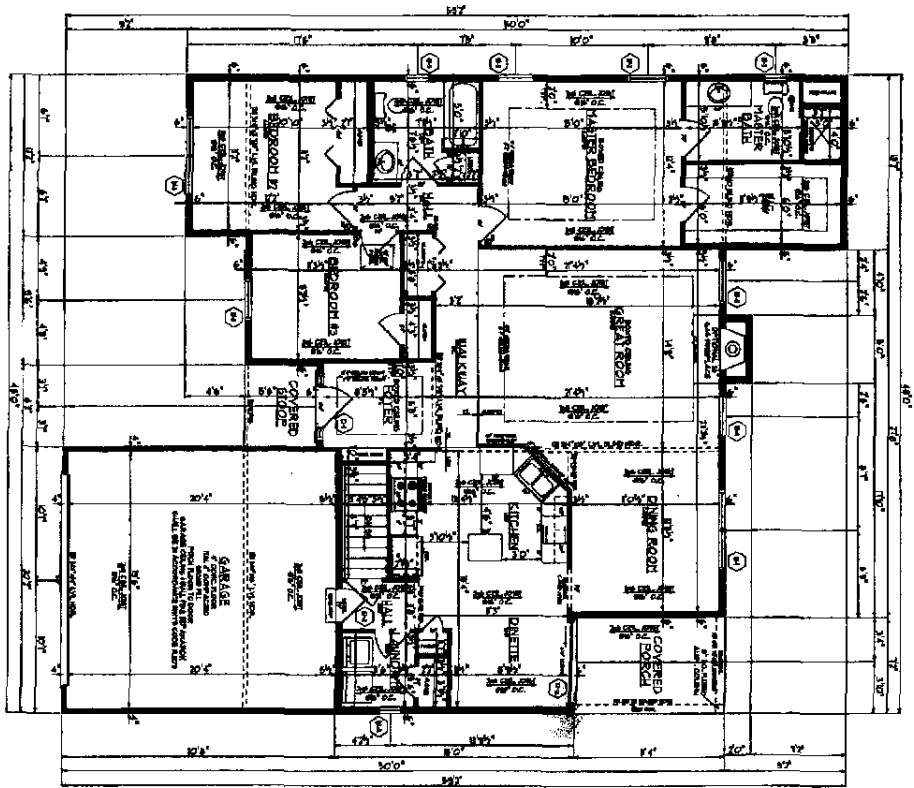
3/4" SQ. FT. MAIN S/LM 1/4" SQ. FT. GARAGE S/LM

**NOTES:**  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

**NOTICE:**  
 THESE PLANS ARE THE PROPERTY OF THE ARCHITECT AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT IS PROHIBITED.  
 BERKELEY

DATE: 10-1-82	NO. 200	CONTRACT NO. 10-1-82	PROJECT NO. 10-1-82
DESIGNER: S/S/82	NO. 200	CLIENT: ESSEX HOMES OF WYV	ADDRESS: 10-1-82
FOUNDATION PLAN		A-2	

A handwritten signature and a circular professional stamp are located at the bottom of the page.



ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

**MAIN FLOOR PLAN**

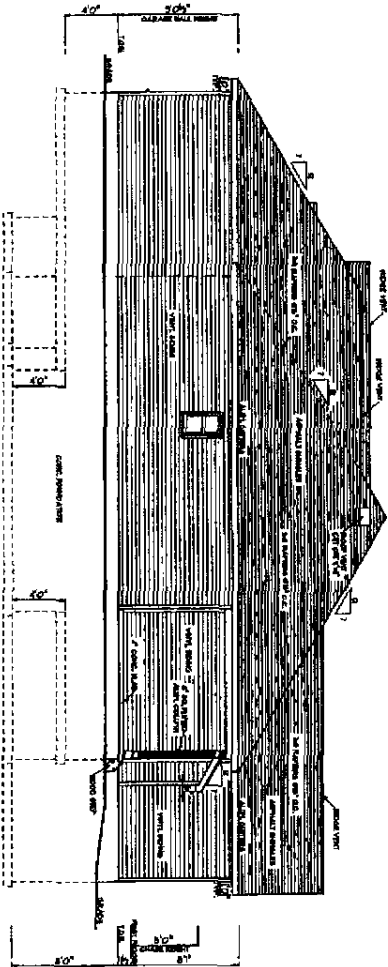
**NOTES:**  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES.  
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EROSION CONTROL.  
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS.

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<b>BEIRLEY</b> ARCHITECTS, INC. 1010 W. 10TH AVENUE DENVER, CO 80202 PHONE: (303) 733-8888 FAX: (303) 733-8889 WWW: WWW.BEIRLEYARCHITECTS.COM			
DATE: 11/14/07	BY: JTB/BJP/CL	CHECKED BY: JTB	SCALE: AS SHOWN
<b>ESSEX HOMES OF VENTURA</b> 1010 W. 10TH AVENUE DENVER, CO 80202 PHONE: (303) 733-8888 FAX: (303) 733-8889 WWW: WWW.BEIRLEYARCHITECTS.COM			
<b>MAIN FLOOR PLAN</b>			<b>A-3</b>

*Beirley*



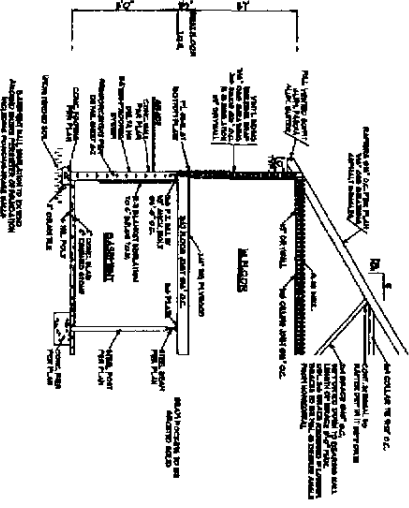


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 Essex Homes of New York, Inc. and shall remain the property of  
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 information storage and retrieval system, without the prior  
 written permission of Essex Homes of New York, Inc.

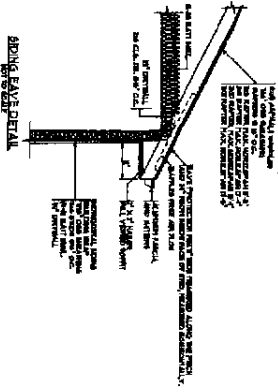
DATE	10/24/71	PROJECT	ESSEX HOMES OF NEW YORK
DRAWN BY	BOB AMERICA	CHECKED BY	BOB AMERICA
DESIGNED BY	BOB AMERICA	APPROVED BY	BOB AMERICA
SCALE	AS SHOWN	DATE	10/24/71
RIGHT SIDE ELEVATION		A-9	

*Bob America*



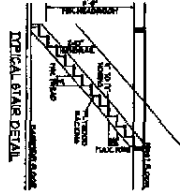


Notes:  
1. All work shall be in accordance with the specifications and drawings.  
2. The contractor shall be responsible for obtaining all necessary permits.



Notes:  
1. All work shall be in accordance with the specifications and drawings.  
2. The contractor shall be responsible for obtaining all necessary permits.

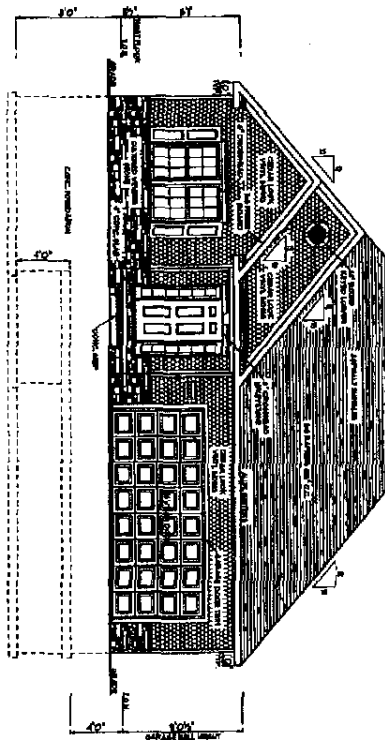
NOTICE: This drawing is the property of the architect and is not to be used for any other project without the written consent of the architect. All dimensions are in feet and inches unless otherwise noted.



NOTICE: This drawing is the property of the architect and is not to be used for any other project without the written consent of the architect. All dimensions are in feet and inches unless otherwise noted.

DATE	1/14/47	BY	W. H. BERRY
DESIGNED BY	W. H. BERRY	CHECKED BY	W. H. BERRY
DRAWN BY	W. H. BERRY	SCALE	AS SHOWN
W. H. BERRY ARCHITECTS, INC.			
1000 MARKET STREET, SAN FRANCISCO, CALIF.			
PROJECT: ROYAL BANK OF CANADA			
CROSS SECTION			
A-1			

*W. H. Berry*  
1947



NOTICE OF CLASS

NO.	DESCRIPTION	AMOUNT	TOTAL
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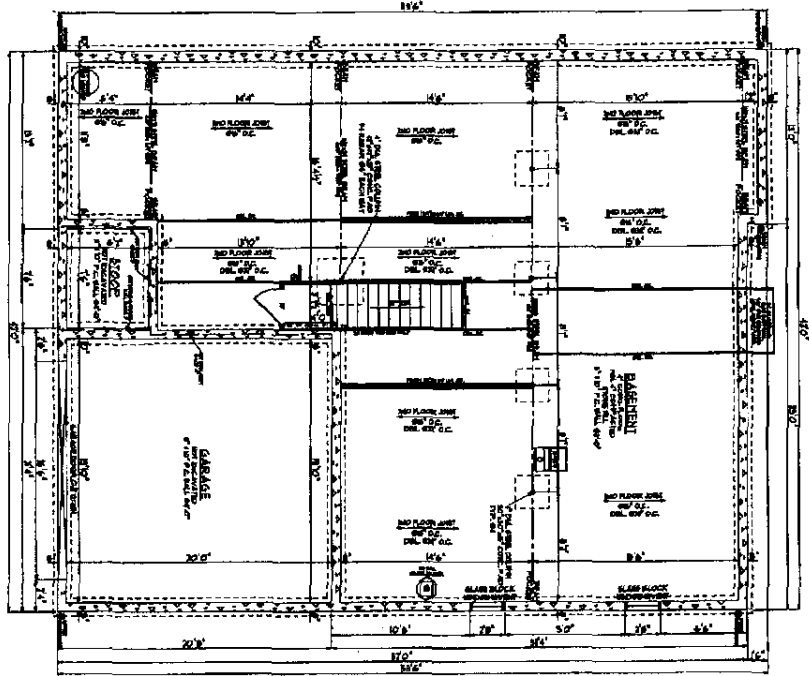
NOTICE

CONTRACTOR

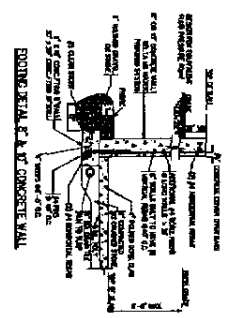
ESSEX HOUSES OF WINE

FRONT ELEVATION

*[Handwritten signature]*



**FLOOR JOIST CONNECTION**  
 DETAIL OF JOIST CONNECTION TO WALL



**DELTA HS WATER FLOODING SYSTEM**

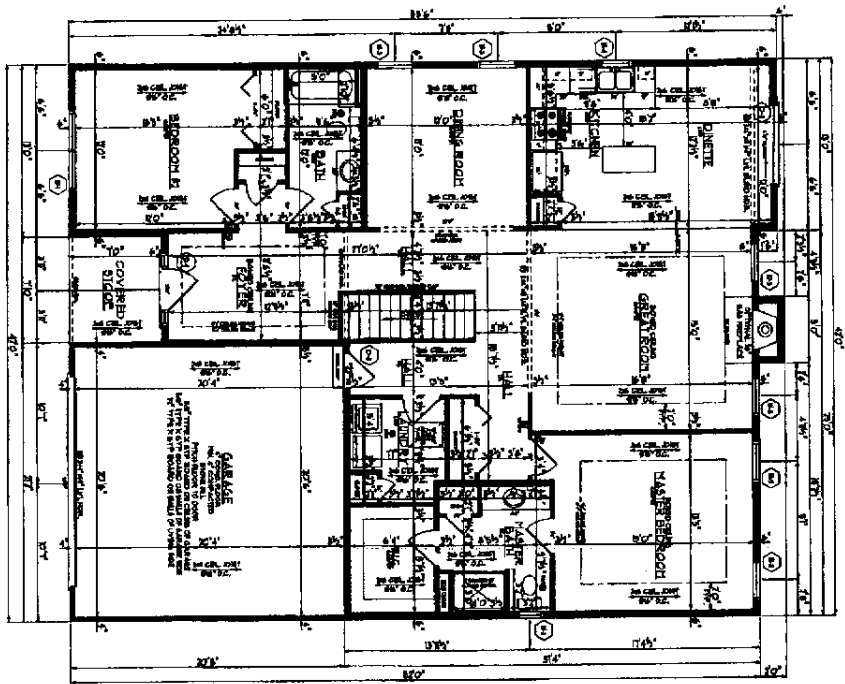
BASE 80.0 FT. THICK SLAB  
 408 SQ. FT. GARAGE SLAB

**NOTES:**  
 1. SEE THE LOCATION OF FOUNDATION WALLS AND FOOTINGS ON SHEET A-1.  
 2. FOUNDATION WALLS SHALL BE CONCRETE WITH REINFORCEMENT BARS.  
 3. FOUNDATION WALLS SHALL BE 12" THICK WITH 4# REINFORCEMENT BARS.  
 4. FOUNDATION WALLS SHALL BE 12" THICK WITH 4# REINFORCEMENT BARS.  
 5. FOUNDATION WALLS SHALL BE 12" THICK WITH 4# REINFORCEMENT BARS.  
 6. FOUNDATION WALLS SHALL BE 12" THICK WITH 4# REINFORCEMENT BARS.  
 7. FOUNDATION WALLS SHALL BE 12" THICK WITH 4# REINFORCEMENT BARS.  
 8. FOUNDATION WALLS SHALL BE 12" THICK WITH 4# REINFORCEMENT BARS.  
 9. FOUNDATION WALLS SHALL BE 12" THICK WITH 4# REINFORCEMENT BARS.  
 10. FOUNDATION WALLS SHALL BE 12" THICK WITH 4# REINFORCEMENT BARS.

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*Handwritten signature and date:*  
 [Signature]  
 1/18/83

PROJECT:		CONDO:	
DATE:	1/18/83	NO.:	101
NAME:	ESSEX HOUSE OF WAX	OWNER:	ESSEX HOUSE OF WAX
DESIGNED BY:	ARCHITECT	DATE:	1/18/83
FOUNDATION PLAN		A-2	

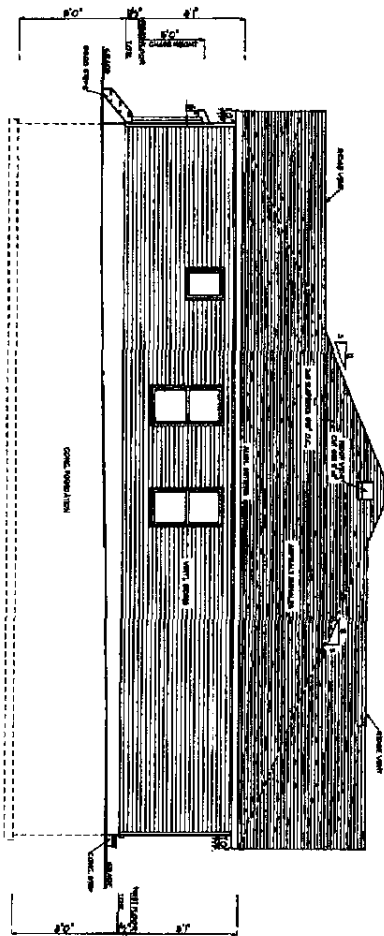


1st FLOOR PLAN

NOTICE:  
 ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL  
 CODES AND REGULATIONS. ALL DIMENSIONS SHALL BE  
 GIVEN UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL  
 BE GIVEN IN FEET AND INCHES. ALL DIMENSIONS SHALL  
 BE GIVEN TO THE CENTERLINE OF WALLS UNLESS OTHERWISE  
 NOTED. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE  
 OF ALL ROOMS UNLESS OTHERWISE NOTED.  
 WALL THICKNESS: 12" MIN.

*[Handwritten Signature]*  
 10/13

OWNER:		CONTRACTOR:	
ESSAY HOMES OF WALKER		GARY BROWN COMPANY, INC.	
DATE:	10/13/13	PROJECT:	100
BY:	ESSAY HOMES OF WALKER	SCALE:	AS SHOWN
CHECKED BY:	ESSAY HOMES OF WALKER	SHEET NO. 1 OF 1	
PROJECT NO. 100		DATE: 10/13/13	
DRAWN BY: [Name]		SCALE: 1/8" = 1'-0"	
PROJECT NO. 100		SHEET NO. 1 OF 1	
PROJECT NO. 100		SHEET NO. 1 OF 1	
PROJECT NO. 100		SHEET NO. 1 OF 1	



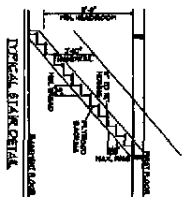
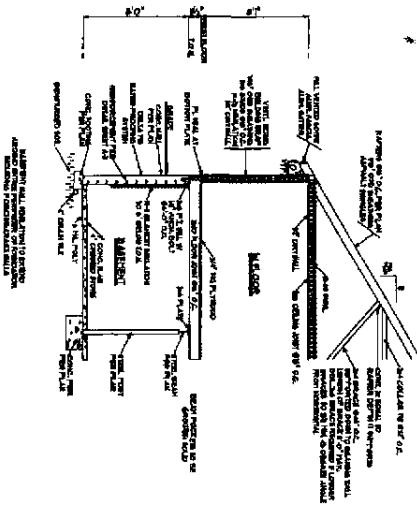
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DATE: 11/14/18	PROJECT: 2018 BIRCH	ARCHITECT: THE
DRAWN BY: J. W. WILSON	ENGINEER: J. W. WILSON	DATE: 11/14/18
LEFT SIDE ELEVATION		
2.4		

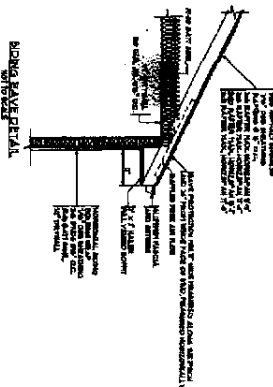
*J. W. Wilson*  
 11/14/18







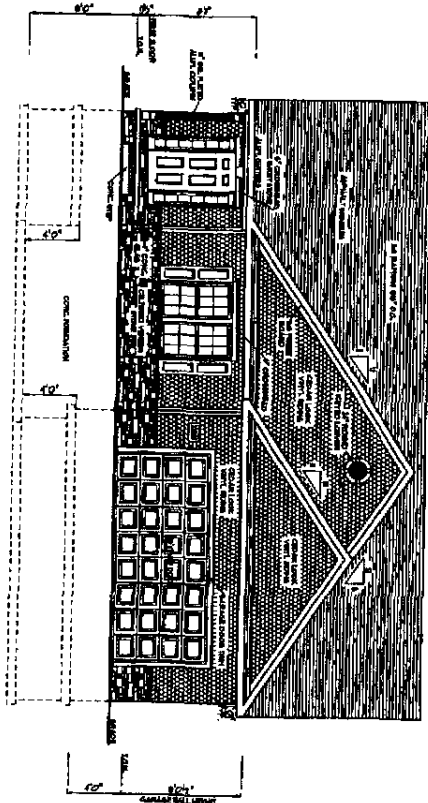
FOR THE PARTS OF THIS CONTRACT NOT SPECIFICALLY IDENTIFIED IN THESE NOTES, THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS AND DRAWINGS OF THE PROJECT FOR THE APPLICABLE REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.



**NOTICE:**  
 The Contractor shall verify all dimensions and quantities shown on the drawings and notes. The Contractor shall be responsible for obtaining all necessary permits and approvals from the local authorities. The Contractor shall be responsible for obtaining all necessary permits and approvals from the local authorities. The Contractor shall be responsible for obtaining all necessary permits and approvals from the local authorities.

<b>CONCRETE</b>	
TYPE	CONCRETE
FINISH	FORM FINISH
TESTING	TESTING
INSTALLATION	INSTALLATION
REVISIONS	REVISIONS
DATE	DATE
BY	BY
FOR	FOR
APPROVED BY:	APPROVED BY:
DATE:	DATE:
CROSS SECTION	A-1

*Handwritten signature and date: [Signature] 10/13/13*



**LOBBY FLOOR**

**SECTION AND DIMENSIONS**

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**NOTICE:**  
 The undersigned hereby certifies that the contents of the above report are true and correct to the best of his knowledge and belief, and that he is not aware of any facts which would render the same misleading or incomplete. He further certifies that he is not a party to any fraud or other illegal transaction in connection with the above report.

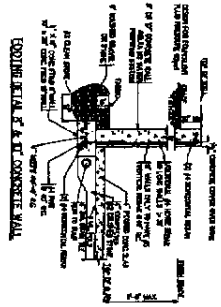
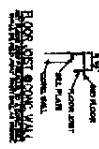
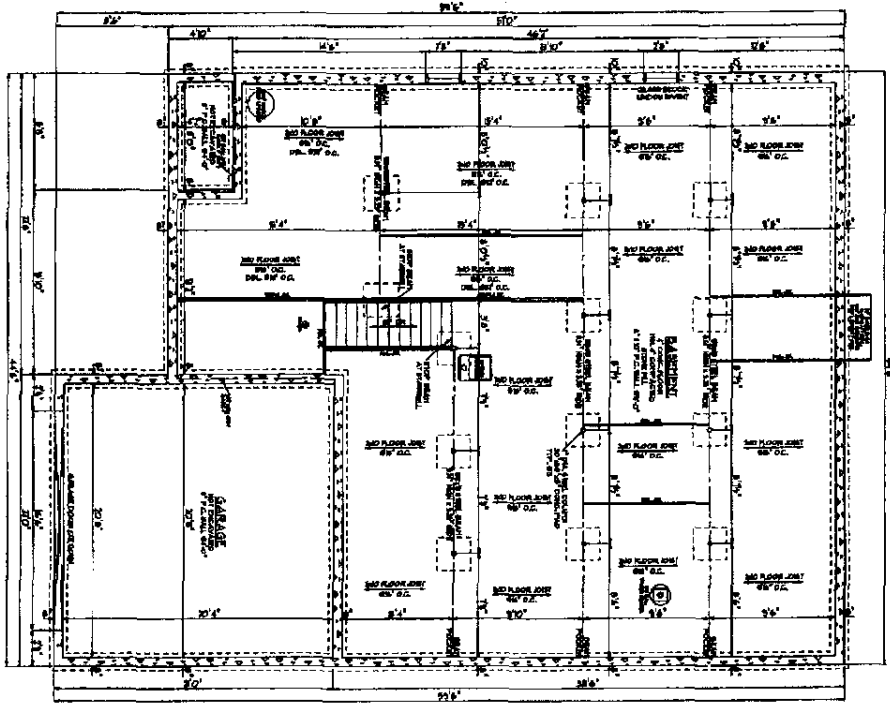
*[Signature]*  
 1988

**DANIEL J. DANIEL**  
 1000 GARDEN ST.  
 DANVER, MASSACHUSETTS 01923

**ESSEX HOUSE OF TRINITY**  
 1000 GARDEN ST.  
 DANVER, MASSACHUSETTS 01923

**FRONT ELEVATION**

A-1



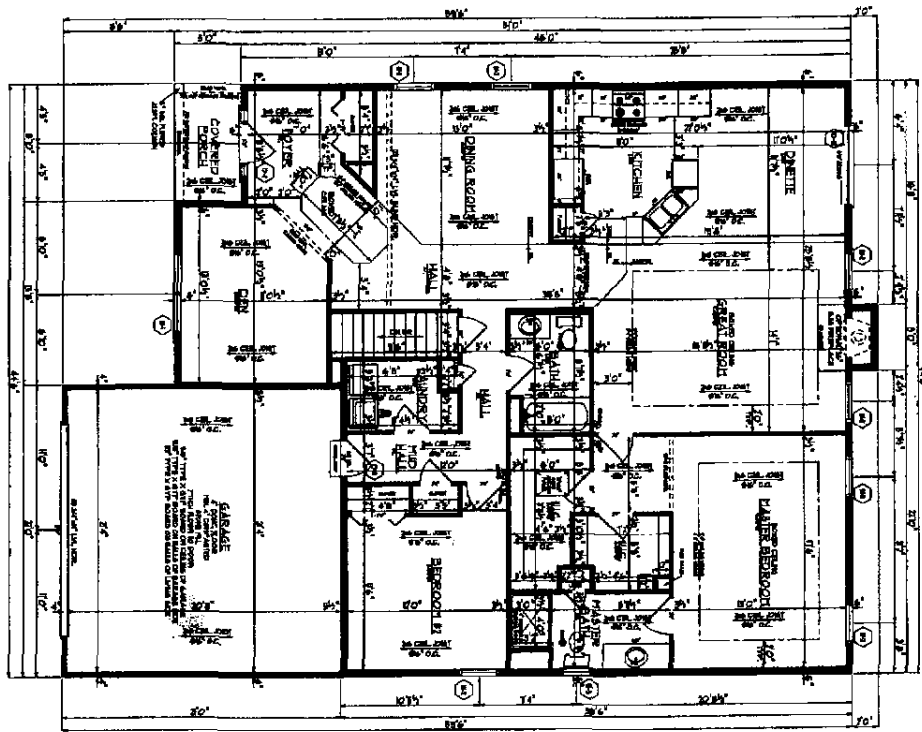
DELTA 175 WATER PROOFING SYSTEM

379 SQ. FT. MAIN SLAB  
433 SQ. FT. GARAGE SLAB

**NOTES:**  
 1. REFER TO SHEET FOR FOUNDATION PLAN FOR DIMENSIONS AND LOCATIONS OF WALLS AND FOOTINGS.  
 2. ALL WALLS TO BE CONCRETE WITH REINFORCEMENT BARS AS SHOWN.  
 3. ALL WALLS TO BE FINISHED WITH 1/2" GYPSUM BOARD.  
 4. ALL WALLS TO BE PAINTED WITH INTERIOR WALL PAINT.  
 5. ALL WALLS TO BE CLEANED AND REPAIRED AS NECESSARY.  
 6. ALL WALLS TO BE PROTECTED FROM DAMAGE BY NEARBY STRUCTURES.  
 7. ALL WALLS TO BE PROTECTED FROM DAMAGE BY WEATHER.

DATE: 11/14/17		DRAWN BY: JMD	
PROJECT: 57983		CHECKED BY: JMD	
OWNER: ESSEX HOUSE OF WAX		FOUNDATION PLAN	
DESIGNED BY: DANIELTY		A-2	

*[Handwritten signature]*  
 11/17



ALL DIMENSIONS SHOWN IN THIS PLAN ARE TO FACE UNLESS OTHERWISE NOTED.

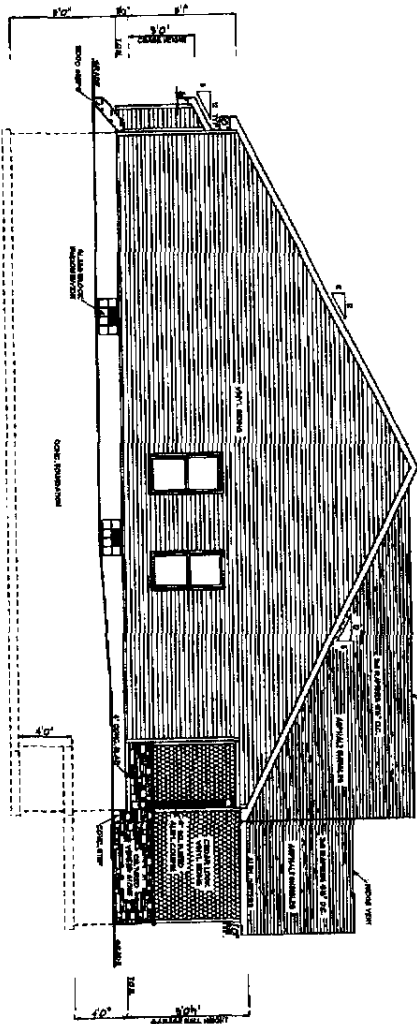
**THIS IS A PLAN OF THE MAIN FLOOR**  
**OF THE HOUSE OF WYNY**

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*[Handwritten signature]*

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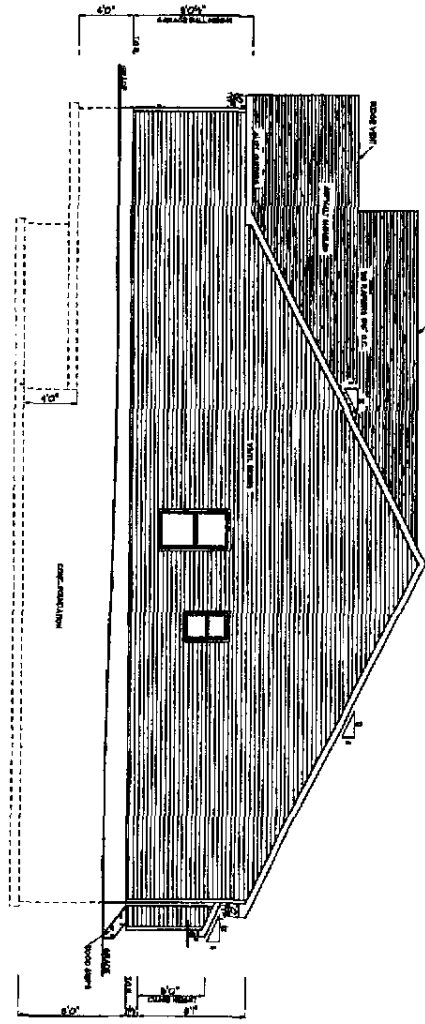
DANBURY	
DATE: 10-1-11	SCALE: AS SHOWN
BY: J. W. WYNY	FOR: J. W. WYNY
ESSEX HOUSE OF WYNY	
100 MAIN STREET, DANBURY, CT 06810	
MAIN FLOOR PLAN	
A-3	



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DATE	1/2/85	BY	DANBURY
NO.	100	PROJECT	ESSEX HOMES OF WAY
LEFT SIDE ELEVATION			

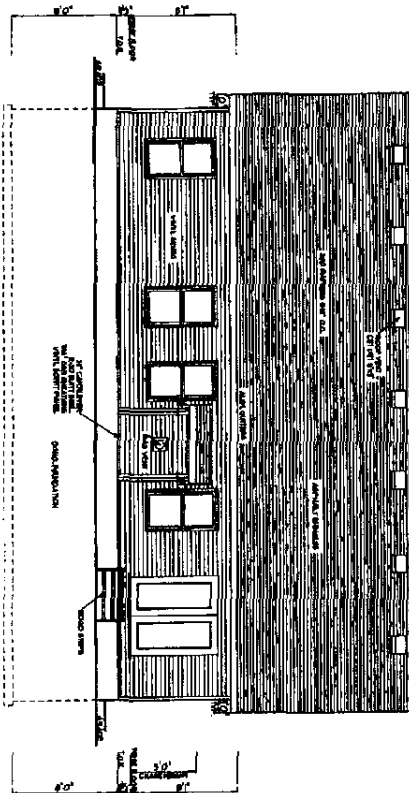
*Danbury*  
 1985



**NOTE:**  
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 architect and shall remain his property. No part of this  
 drawing shall be used for any other project without  
 the written consent of the architect. The architect  
 assumes no responsibility for the construction of the  
 building.

DATE	1/14/77	PROJECT	200 OFFICE
BY	W.D.B.	DESIGNED BY	W.D.B.
RIGHT SIDE ELEVATION		A.S.	

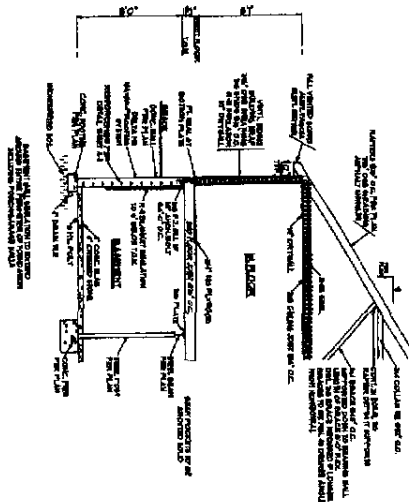
*W.D.B.*  
 1/14/77



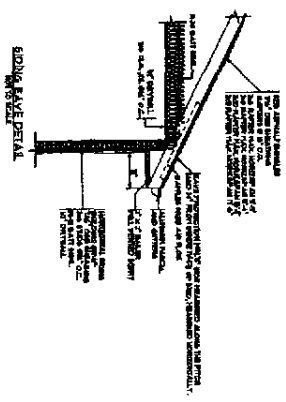
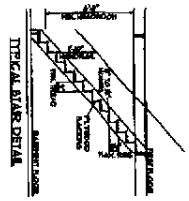
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DATE	11/11/11	ISSUED FOR	CONTRACT - 100
SITE	200 BRICK	PROJECT	10000000
<b>ESSEX HOMES OF WYNY</b>			
1000 BRICK LANE, WYNY, CT 06108			
TEL: 860-399-1111 FAX: 860-399-1112			
REAR ELEVATION			4.4

*[Handwritten signature]*



ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED



NOTICE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES.

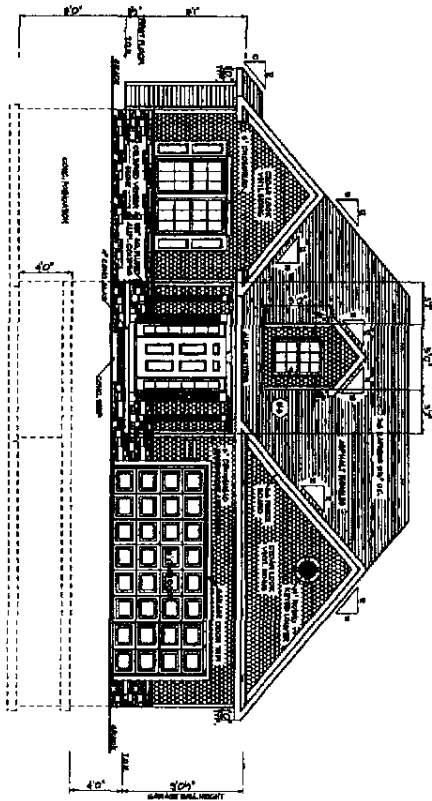
NOTICE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES.

NOTICE

THIS CONTRACT IS MADE IN FULL PAYMENT OF THE CONTRACT PRICE OF \$100,000.00 FOR THE CONSTRUCTION OF THE ROOF AND CEILING FOR THE ESSEX HOUSES OF WYNY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES.

DATE	1/15/24	CONTRACT NUMBER	100
BY	ESSEX HOUSES OF WYNY	OWNER	ESSEX HOUSES OF WYNY
BY	[Signature]	CONTRACTOR	[Signature]
CROSS SECTION		A-1	

*[Handwritten Signature]*



LIFE IN A DAY

MAYOR'S 2017 BUDGET REQUEST

LINE	DESCRIPTION	AMOUNT	PERCENT
1	GENERAL ADMINISTRATION	1,000,000	10.0%
2	PLANNING & DEVELOPMENT	1,000,000	10.0%
3	FINANCE	1,000,000	10.0%
4	LEGAL	1,000,000	10.0%
5	COMMUNITY DEVELOPMENT	1,000,000	10.0%
6	RECREATION	1,000,000	10.0%
7	COMMUNITY SERVICES	1,000,000	10.0%
8	COMMUNITY DEVELOPMENT	1,000,000	10.0%
9	COMMUNITY SERVICES	1,000,000	10.0%
10	COMMUNITY DEVELOPMENT	1,000,000	10.0%
11	COMMUNITY SERVICES	1,000,000	10.0%
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97	COMMUNITY SERVICES	1,000,000	10.0%
98	COMMUNITY DEVELOPMENT	1,000,000	10.0%
99	COMMUNITY SERVICES	1,000,000	10.0%
100	COMMUNITY DEVELOPMENT	1,000,000	10.0%

**NOTICE**

THIS NOTICE OF PUBLIC HEARING is hereby given that the Board of Selectmen of the Town of Essex, Vermont, will hold a public hearing on the proposed budget for the fiscal year 2017 on Wednesday, May 10, 2017, at 7:00 PM in the Town Office, Essex, Vermont. The hearing will be held at the Town Office, Essex, Vermont. The hearing will be held at the Town Office, Essex, Vermont.

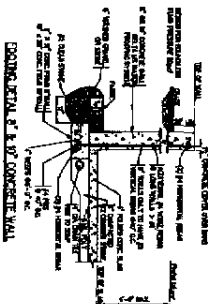
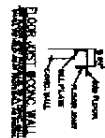
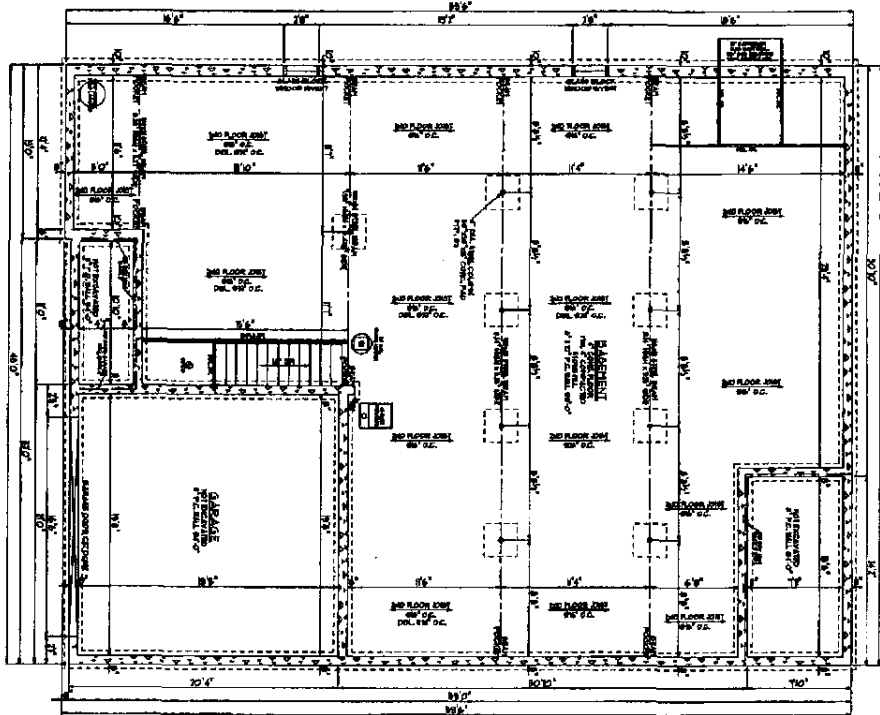
**ESSEX**

**ESSEX HOMES OF WYOMING**

**FRONT ELEVATION**

**ADJ**

*[Signature]*  
2017



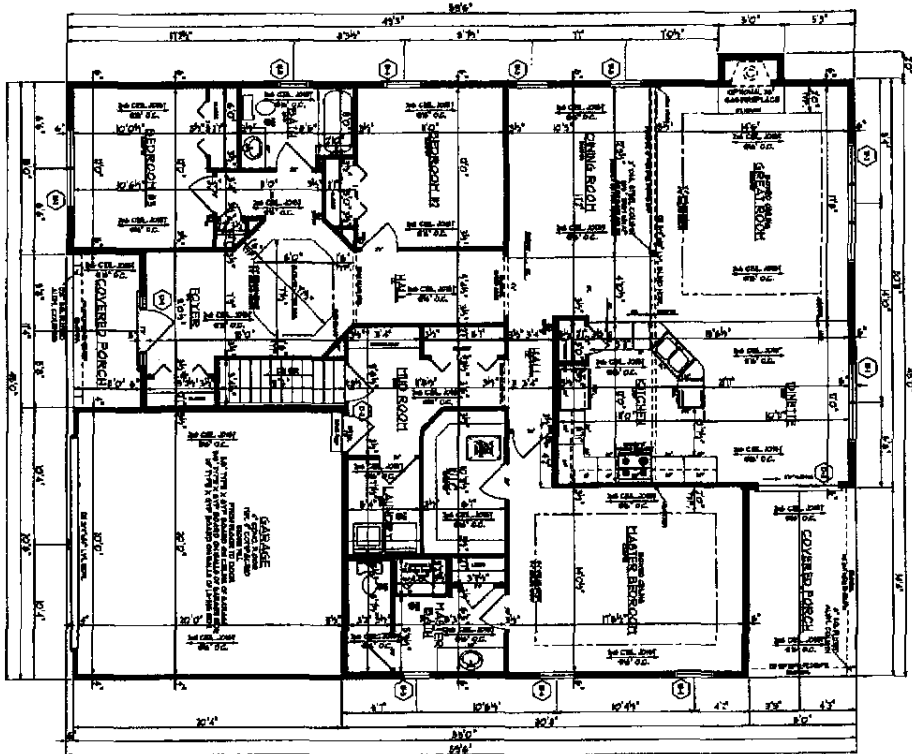
DETAIL OF SLATER FLOORING SYSTEM

1211 S. FT. HAN & L.A.S.  
393 S. FT. GARAGE SLAB

NOTE:  
1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOKS.  
2. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOKS.  
3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOKS.

NOTE:  
THIS FOUNDATION PLAN IS A GENERAL INDICATION OF THE LAYOUT OF THE FOUNDATION. IT IS NOT A CONTRACT DOCUMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTING CONDITIONS AND TO PROVIDE THE NECESSARY DETAILS AND MATERIALS.

FOUNDATION PLAN	
DATE:	V-11-17
BY:	ESSAY HOOKS OF WAIN
PROJECT:	393 S. FT. GARAGE SLAB
NO.:	A-2



ALL DIMENSIONS SHOWN ON THIS DRAWING ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

**2021 30th FLOOR**

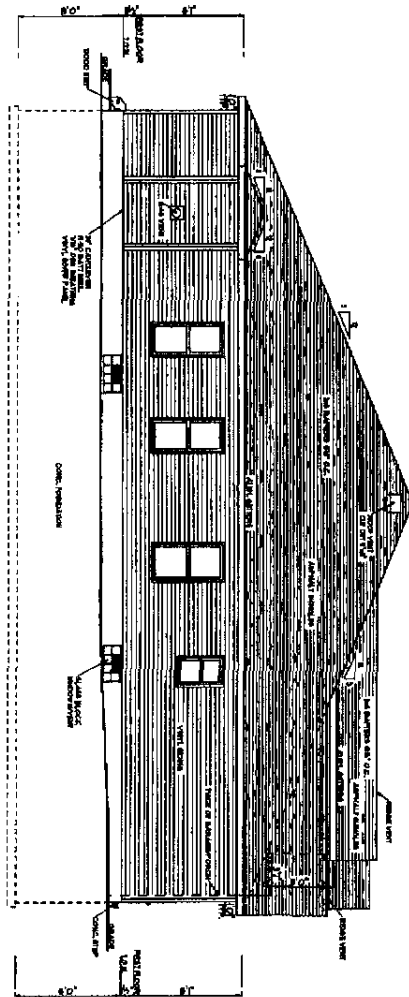
**NOTES:**  
 1. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

**NOTICE:**

THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

DATE	1/14/11	PROJECT	2021 30th FLOOR
DRAWN BY	ESSEX HOMES OF WYOMING	DESIGNED BY	ESSEX HOMES OF WYOMING
CHECKED BY	ESSEX HOMES OF WYOMING	DATE	1/14/11
MAIN FLOOR PLAN		A-3	

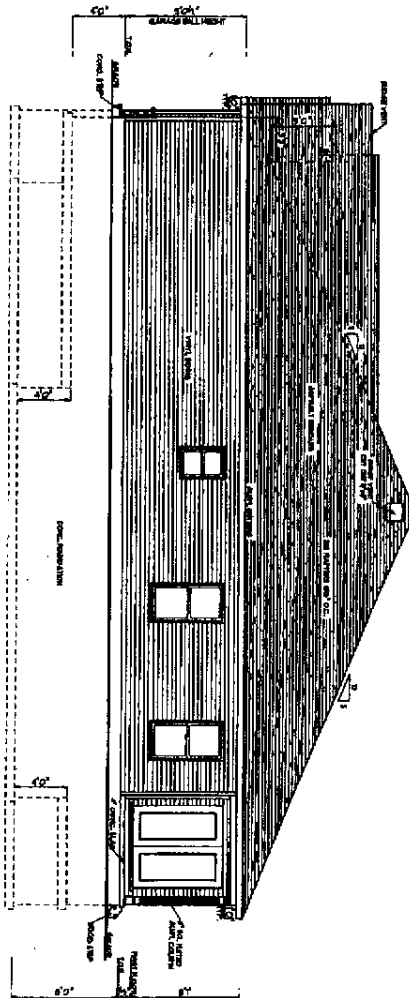
*[Handwritten Signature]*  
 1/14/11



**NOTICE:**  
 These drawings and the contents on the complete property of  
 ESSEX HOMES OF N.Y. and are not to be used for any other project without the  
 written consent of the Office of ESSEX HOMES OF N.Y. and the architect.  
 ANY REUSE OR MODIFICATION OF THESE DRAWINGS IS STRICTLY FORBIDDEN.

ESSEX HOMES OF N.Y.			
DATE	DESCRIPTION	BY	CHKD.
08/18/11	PROJECT OPENING	ESSEX	ESSEX
08/18/11	PROJECT OPENING	ESSEX	ESSEX
08/18/11	PROJECT OPENING	ESSEX	ESSEX
08/18/11	PROJECT OPENING	ESSEX	ESSEX
LEFT SIDE ELEVATION		4-4	

*[Handwritten signature]*



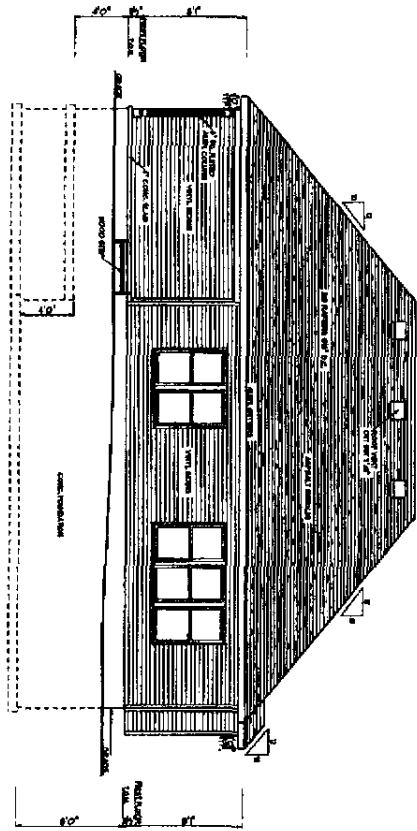
**NOTICE:** This drawing is the property of Essex Homes of Weymouth, Inc. and is not to be used, copied, or reproduced in any way without the written consent of Essex Homes of Weymouth, Inc. All rights reserved.

**ESSEX HOMES OF WEYMOUTH, INC.**  
 1000 WEST STREET  
 WEYMOUTH, MASSACHUSETTS 01982  
 TEL: (617) 826-1000  
 FAX: (617) 826-1001

**RIGHT SIDE ELEVATION**

DATE: 11/14/87  
 BY: J. W. W. / J. W. W.  
 CHECKED BY: J. W. W. / J. W. W.  
 APPROVED BY: J. W. W. / J. W. W.  
 SCALE: AS SHOWN  
 SHEET NO. 101  
 OF 101

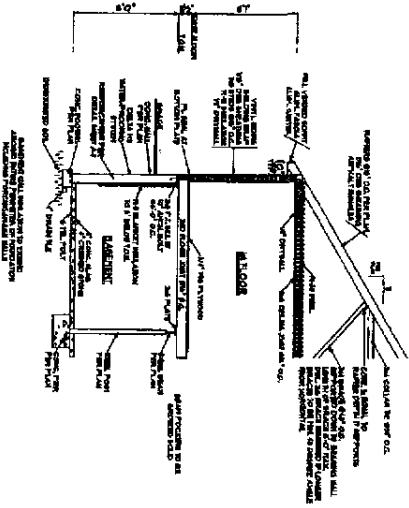
*J. W. W.*  
 11/14/87



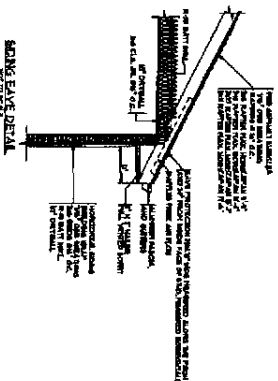
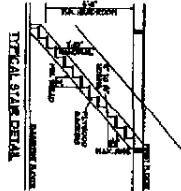
**NOTE:**  
 This drawing is for reference only. The actual property is not shown. The owner is responsible for all details. The drawing is not to be used for construction without the approval of the architect.

DATE	1/20/23	PROJECT	2023 IMPROVEMENTS	SCALE	AS SHOWN
DRAWN BY	J. J. JONES	CLIENT	ESSEX HOMES OF NEW YORK	PROJECT NO.	2023-001
CHECKED BY	J. J. JONES	DATE	1/20/23	REVISION	1
REAR ELEVATION					
A-4					

*J. J. Jones*  
 10/23



ALL WORK SHALL BE IN ACCORDANCE WITH THE 2003 INTERNATIONAL RESIDENTIAL CODE AND THE 2003 INTERNATIONAL MECHANICAL AND PLUMBING CODE.



ALL WORK SHALL BE IN ACCORDANCE WITH THE 2003 INTERNATIONAL RESIDENTIAL CODE AND THE 2003 INTERNATIONAL MECHANICAL AND PLUMBING CODE.

**NOTES:**  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2003 INTERNATIONAL RESIDENTIAL CODE AND THE 2003 INTERNATIONAL MECHANICAL AND PLUMBING CODE.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL BUILDING DEPARTMENT.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE MATERIALS.  
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION.  
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A WRITTEN REPORT OF ALL WORK PERFORMED.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.  
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.  
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.

**NOTICE:**  
 I HEREBY CERTIFY that the construction of the building project at the above address is in accordance with the plans and specifications of the attached drawings and that the same have been prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of New York.

**EASTBROOK**  
 CIVIL ENGINEER

DATE	12/15/17	NO. OF SHEETS	1 OF 1
PROJECT	EASTBROOKS OF YORK		
OWNER	EASTBROOKS OF YORK		
SCALE	AS SHOWN		
CROSS SECTION		A-1	

*[Signature]*  
 12/15/17

**SCHEDULE C**

**Unit/Lot Nos. / Unit Designations / Tax Lot (S-B-L) Numbers /  
Interests in Common Elements**

<b><u>Unit/ Lot No.</u></b>	<b><u>Unit Designation</u></b>	<b><u>Tax Lot (S-B-L) Number</u></b>	<b><u>Interest in Common Elements</u></b>
1	9072 Bancroft Drive, Clarence Center, NY 14032		1/108
2	9064 Bancroft Drive, Clarence Center, NY 14032		1/108
3	9058 Bancroft Drive, Clarence Center, NY 14032		1/108
4	9073 Bancroft Drive, Clarence Center, NY 14032		1/108
5	9069 Bancroft Drive, Clarence Center, NY 14032		1/108
6	9065 Bancroft Drive, Clarence Center, NY 14032		1/108
7	9061 Bancroft Drive, Clarence Center, NY 14032		1/108
8	9057 Bancroft Drive, Clarence Center, NY 14032		1/108
9	9050 Covington Drive, Clarence Center, NY 14032		1/108
10	9056 Covington Drive, Clarence Center, NY 14032		1/108
11	9062 Covington Drive, Clarence Center, NY 14032		1/108
12	9068 Covington Drive, Clarence Center, NY 14032		1/108
13	9074 Covington Drive, Clarence Center, NY 14032		1/108
14	5672 Waterford Lane, Clarence Center, NY 14032		1/108
15	5678 Waterford Lane, Clarence Center, NY 14032		1/108
16	5684 Waterford Lane, Clarence Center, NY 14032		1/108
17	5690 Waterford Lane, Clarence Center, NY 14032		1/108
18	5699 Chatham Lane, Clarence Center, NY 14032		1/108
19	5693 Chatham Lane, Clarence Center, NY 14032		1/108
20	5687 Chatham Lane, Clarence Center, NY 14032		1/108

<b>Unit/ Lot No.</b>	<b><u>Unit Designation</u></b>	<b><u>Tax Lot (S-B-L) Number</u></b>	<b><u>Interest in Common Elements</u></b>
21	5681 Chatham Lane, Clarence Center, NY 14032		1/108
22	5675 Chatham Lane, Clarence Center, NY 14032		1/108
23	5669 Chatham Lane, Clarence Center, NY 14032		1/108
24	5663 Chatham Lane, Clarence Center, NY 14032		1/108
25	5700 Chatham Lane, Clarence Center, NY 14032		1/108
26	5694 Chatham Lane, Clarence Center, NY 14032		1/108
27	5688 Chatham Lane, Clarence Center, NY 14032		1/108
28	5682 Chatham Lane, Clarence Center, NY 14032		1/108
29	5676 Chatham Lane, Clarence Center, NY 14032		1/108
30	5670 Chatham Lane, Clarence Center, NY 14032		1/108
31	5664 Chatham Lane, Clarence Center, NY 14032		1/108
32	5662 Chatham Lane, Clarence Center, NY 14032		1/108
33	5658 Chatham Lane, Clarence Center, NY 14032		1/108
34	5654 Chatham Lane, Clarence Center, NY 14032		1/108
35			1/108
36			1/108
37			1/108
38			1/108
39			1/108
40			1/108
41			1/108
42			1/108
43			1/108

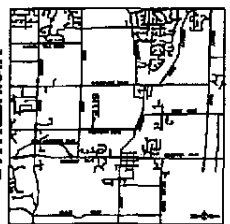
<u>Unit/ Lot No.</u>	<u>Unit Designation</u>	<u>Tax Lot (S-B-L) Number</u>	<u>Interest in Common Elements</u>
44			1/108
45			1/108
46			1/108
47			1/108
48			1/108
49			1/108
50			1/108
51			1/108
52			1/108
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57			1/108
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59			1/108
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62			1/108
63			1/108
64			1/108
65			1/108
66			1/108

<u>Unit/ Lot No.</u>	<u>Unit Designation</u>	<u>Tax Lot (S-B-L) Number</u>	<u>Interest in Common Elements</u>
67			1/108
68			1/108
69			1/108
70			1/108
71			1/108
72			1/108
73			1/108
74			1/108
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83			1/108
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85			1/108
86			1/108
87			1/108
88			1/108
89			1/108

<u>Unit/ Lot No.</u>	<u>Unit Designation</u>	<u>Tax Lot (S-B-L) Number</u>	<u>Interest in Common Elements</u>
90			1/108
91			1/108
92			1/108
93			1/108
94			1/108
95			1/108
96			1/108
97			1/108
98			1/108
99			1/108
100			1/108
101			1/108
102			1/108
103			1/108
104			1/108
105			1/108
106			1/108
107			1/108
108			1/108

A copy of the subdivision map is attached hereto.

See Schedule B for a description of the Buildings, including principal construction materials, number of bedrooms and bathrooms, and approximate square footages, together with floor plans.



DATE: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATED: \_\_\_\_\_

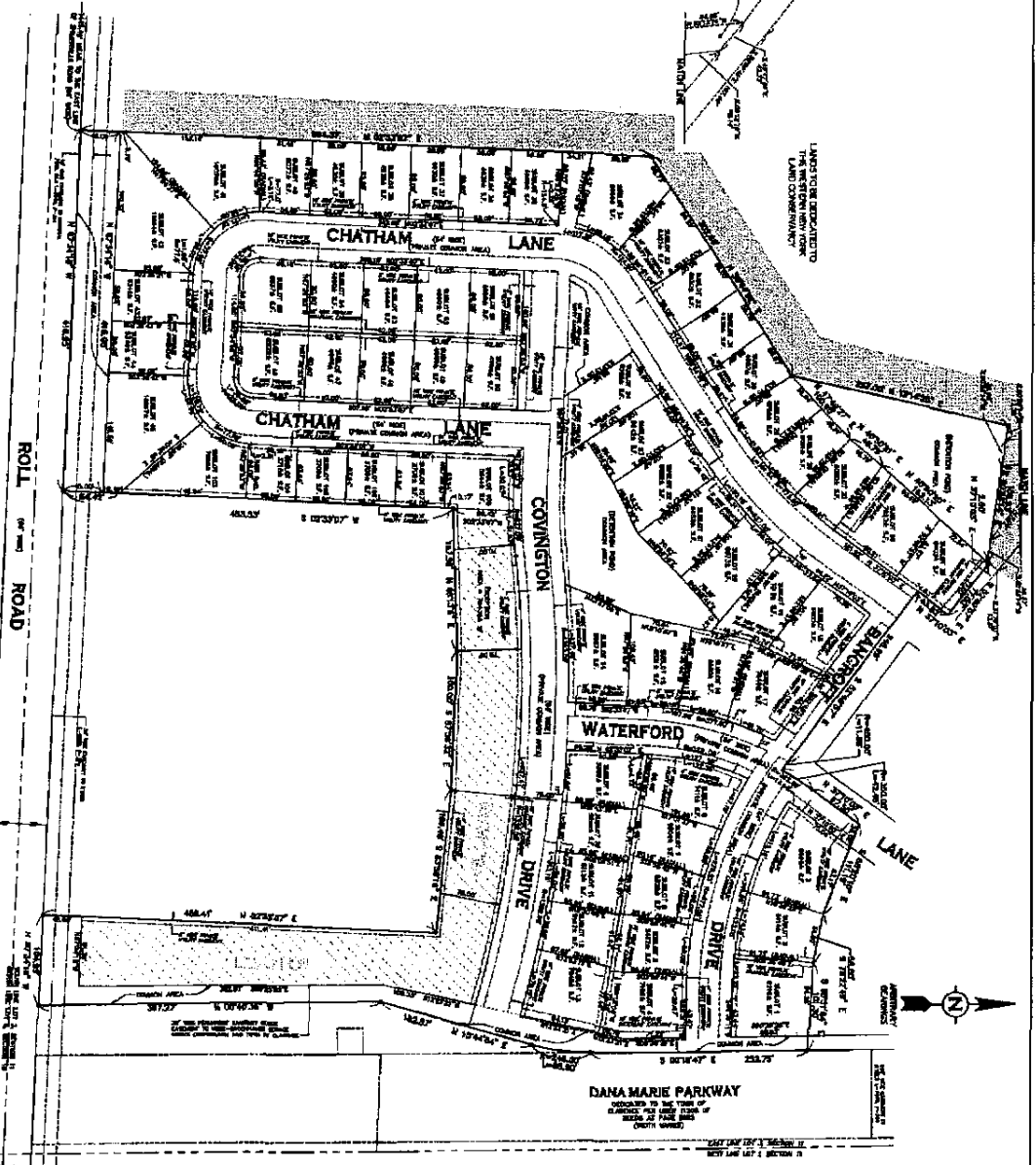
FILED IN THE Erie COUNTY CLERK'S OFFICE UNDER MAP COVER NO. \_\_\_\_\_ DATE: \_\_\_\_\_

FOR THE TOWN OF WATERFORD, NEW YORK

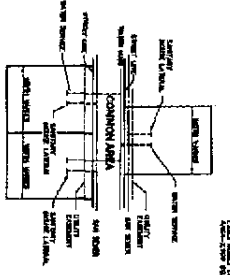
\_\_\_\_\_

\_\_\_\_\_

FOR THE TOWN OF WATERFORD, NEW YORK



**TYPICAL LOT LAYOUT**



**NOTES:**

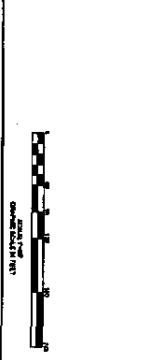
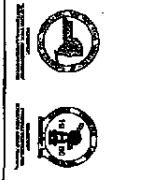
1. THE ABOVE LAYOUT IS BASED ON THE ASSUMPTION THAT THE LOT WIDTH IS 100 FEET AND THE LOT DEPTH IS 100 FEET.
2. THE ABOVE LAYOUT IS BASED ON THE ASSUMPTION THAT THE SETBACK REQUIREMENTS ARE 10 FEET ON ALL SIDES.
3. THE ABOVE LAYOUT IS BASED ON THE ASSUMPTION THAT THE LOT AREA IS 10,000 SQUARE FEET.

**SETBACK INFORMATION**

FRONT SETBACK - 10 FEET
REAR SETBACK - 10 FEET
SIDE SETBACK - 10 FEET
MINIMUM LOT AREA - 10,000 SQ. FT.

**DRAWING REVISIONS**

NO.	REVISION	DATE
1	INITIAL DESIGN	10/15/13
2	REVISED DESIGN	10/20/13
3	REVISED DESIGN	10/25/13
4	REVISED DESIGN	11/01/13
5	REVISED DESIGN	11/05/13
6	REVISED DESIGN	11/10/13
7	REVISED DESIGN	11/15/13
8	REVISED DESIGN	11/20/13
9	REVISED DESIGN	11/25/13
10	REVISED DESIGN	12/01/13



PROJECT NO.	WATERFORD
DATE	10/15/13
DRAWN BY	W.S.
CHECKED BY	D.S.
DATE	10/20/13

**TOWN OF CLARENCE  
 COUNTY OF ERIE, STATE OF NEW YORK**  
 PART OF LOT 3, SECTION 11, TOWNSHIP 13, RANGE 6  
 HOLLAND LAND COMPANY'S SURVEY  
**ESSEX GREENS AT WATERFORD  
 PLAT MAP 1 OF 2**

**Wm. SCHULL**  
 37 CENTRAL AVE.  
 WASHINGTON, NY 14887-2443  
 P. 716-892-5887  
 F. 716-892-0159  
 WWW.WMSURVILLTY.COM

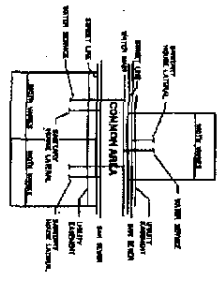
**DANAMRIE SCHULL**  
 1111 W. HOLLAND ST.  
 WASHINGTON, NY 14887



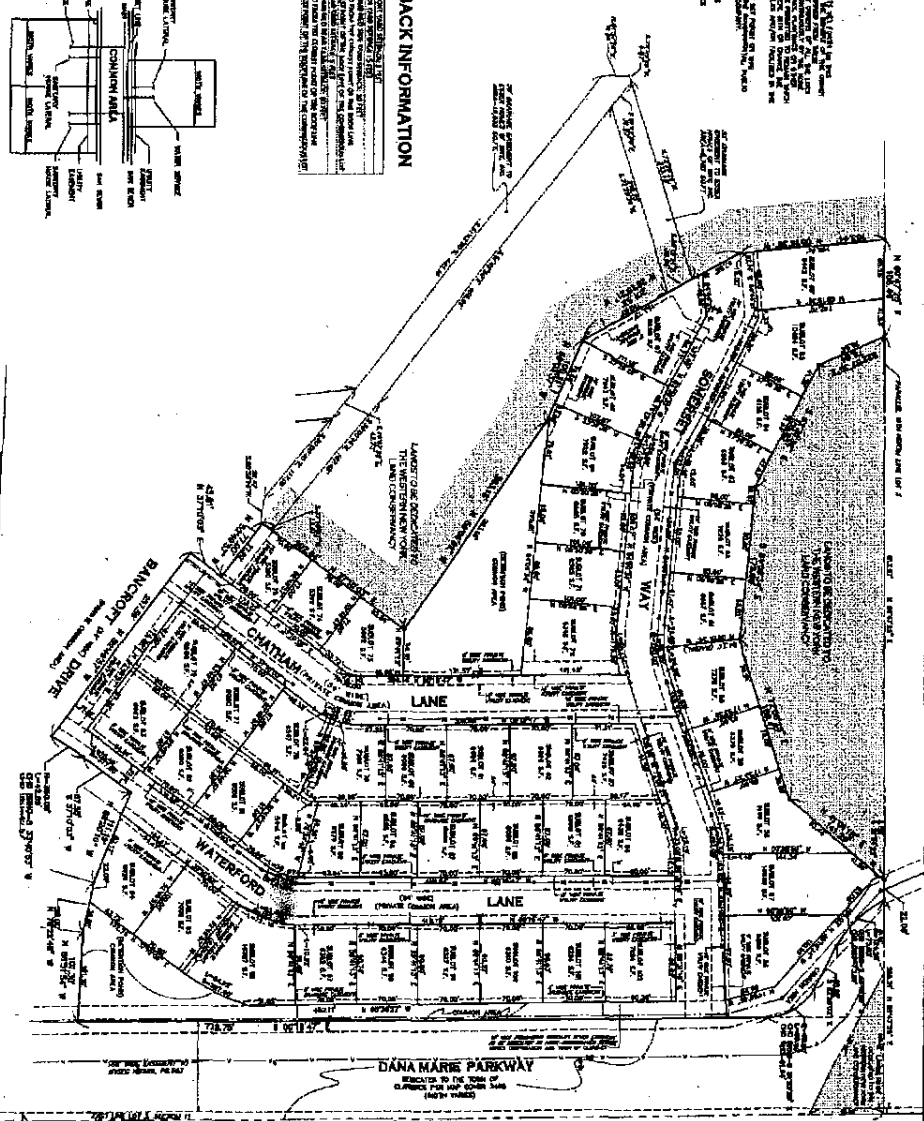
**NOTES:**  
 1. ALL DISTANCES GIVEN ARE APPROXIMATE AND SUBJECT TO THE FIELD SURVEY.  
 2. THE PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON THE SURVEY CONDUCTED BY THE SURVEYOR.  
 3. THE PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON THE SURVEY CONDUCTED BY THE SURVEYOR.  
 4. THE PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON THE SURVEY CONDUCTED BY THE SURVEYOR.  
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 9. THE PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON THE SURVEY CONDUCTED BY THE SURVEYOR.  
 10. THE PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON THE SURVEY CONDUCTED BY THE SURVEYOR.

**SETBACK INFORMATION**

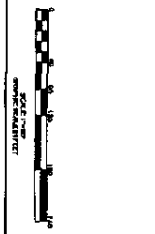
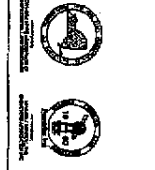
MINIMUM SETBACKS SHALL BE AS FOLLOWS:  
 FRONT: 10 FEET  
 REAR: 10 FEET  
 SIDE: 5 FEET  
 CORNER: 5 FEET  
 DRIVEWAY: 5 FEET  
 SIDEWALK: 5 FEET  
 ALL DISTANCES SHALL BE MEASURED FROM THE PROPERTY BOUNDARIES TO THE CENTERLINE OF THE DRIVEWAY OR SIDEWALK.



**TYPICAL LOT LAYOUT:**



DRAWING REVISIONS	
NO.	DESCRIPTION

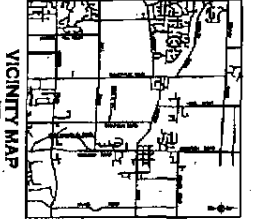


**PLAT INFORMATION**  
 COUNTY OF CLARENCE  
 SECTION 11, TOWNSHIP 12, RANGE 8  
 HOLLAND LAND COMPANY'S SURVEY  
 ESSEX GREENS AT WATERFORD  
 PLAT MAP 2 OF 2

**TOWN OF CLARENCE  
 COUNTY OF ERIE, STATE OF NEW YORK**  
 PART OF LOT 3, SECTION 11, TOWNSHIP 12, RANGE 8  
 HOLLAND LAND COMPANY'S SURVEY  
**ESSEX GREENS AT WATERFORD  
 PLAT MAP 2 OF 2**

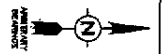
**WM SCHULTZ**  
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 ANDOVER, NY 14006-2418  
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 WWW.WMSCHULTZ.COM

**ESSEX GREENS**  
 2

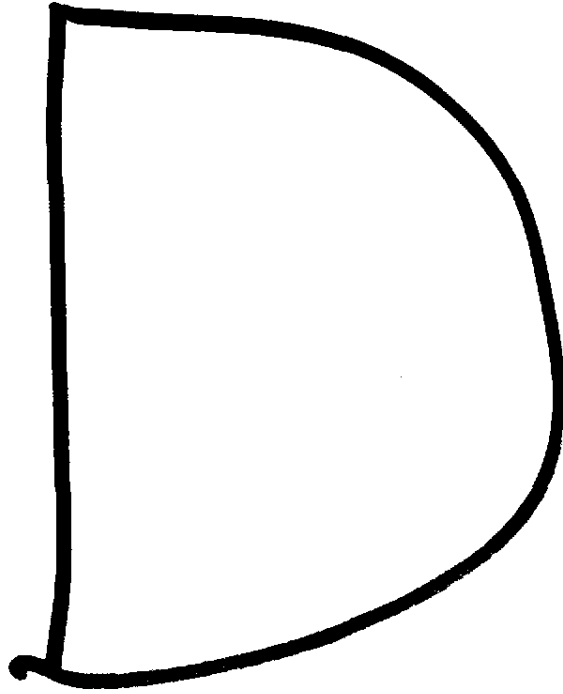


**VICINITY MAP**

APPROVED FOR THE PLAT:	DATE:
APPROVED FOR THE CLARENCE PLANNING BOARD:	DATE:
APPROVED BY THE CLARENCE TOWN BOARD:	DATE:
FILED IN THE ERIE COUNTY CLERK'S OFFICE UNDER MAP COVER:	DATE:
DATE:	
DATE:	



**SCHEDULE D  
BY-LAWS**



**BY-LAWS**  
**OF**  
**ESSEX GREENS AT WATERFORD**

**DATE: OCTOBER 1, 2013**

**BLOCK & LONGO, P.C.**  
**Attorneys for Sponsor**  
**One Niagara Square**  
**Buffalo, New York 14202**

**BY-LAWS  
OF  
ESSEX GREENS AT WATERFORD**

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**ARTICLE I  
PLAN OF UNIT OWNERSHIP**

**Section 1.01 Unit Ownership.** The Property, including the Improvements thereon, located at Dana Marie Parkway and Roll Road in the Town of Clarence, County of Erie, New York (and more fully described on Schedule A annexed to the Declaration establishing the Condominium) known as Essex Greens at Waterford (the "Property") has been or will be, prior to conveyance of the first Unit therein, submitted by Essex Homes of WNY, Inc., a New York corporation (the "Sponsor"), to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration and shall be known as "Essex Greens at Waterford" (the "Condominium").

**Section 1.02 Applicability of By-Laws.** The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land and all improvements thereon (including the Units and the common areas), owned in fee simple absolute, and all easements, rights and appurtenances thereto, and all other property, personal or mixed, intended for use in connection therewith. The term "Unit" shall include a specific residential dwelling and the attached garage, together with the individual Lot on which such dwelling is situate.

**Section 1.03 Personal Application.** All present and future owners (hereinafter referred to as "Unit Owners"), mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations which may be promulgated.

The acquisition, lease or occupancy of a Unit will signify that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted and will be complied with.

**ARTICLE II  
UNIT OWNERS - VOTING RIGHTS AND MEETINGS**

**Section 2.01 Voting.** Each Owner of a Unit (including the Sponsor) shall be entitled to vote at all meetings of Unit Owners for each Unit owned by such Unit Owner, but the Board of Managers may not cast any of its votes for the election of any member to the Board. The vote of each Unit shall be weighted to correspond to the percentage interest in the common elements of the Unit owned. If a Unit is owned by more than one person, as joint tenants, tenants by the entirety or as tenants in common, the persons owning such Unit shall reach agreement as to the matter voted upon and cast their vote for their Unit. Upon the recording of title to a Unit in the name of joint Owners, a document can be filed with the Board of Managers designating which of the Owners of such Unit shall have the right to cast votes for the Unit. If such a document is not filed, the Board of Managers may in good faith adopt a rule or policy for making a determination as to which of the Owners may cast the vote for the Unit. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Voting shall be on a percentage basis and the percentage of the total number of votes to which

the Owner is entitled shall be the percentage thereof assigned to the Unit in Section 5.02 of the Declaration.

**Section 2.02 Right to Vote.** At any meeting of the Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

**Section 2.03 Proxies.** All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting. Any proxy shall be rendered invalid if the Unit Owner is present at such meeting.

**Section 2.04 Annual Meetings; First Election of Board of Managers.** The Sponsor shall have control of the Board of Managers for five (5) years from the date of closing of title to the first Unit or until the transfer of title to more than 50% of the Units, whichever shall first occur. After the transfer of title to more than 50% of the Units or the termination of said five (5) year period, the Sponsor shall notify all Unit Owners that the first meeting shall be held within thirty (30) days thereafter. At such meeting all Unit Owners, including the Sponsor, shall elect a new three (3) member Board. Notwithstanding any contrary provision of these By-Laws or the Declaration, and subject to the following sentence, so long as the Sponsor of the Condominium shall continue to own one (1) Unit or Lot, the Sponsor shall have the right to appoint or elect one (1) of the three (3) members of the Board of Managers. If Sponsor exercises its right to so appoint a member of the Board of Managers, Sponsor may not cast its votes with respect to the Units which it owns for the other members of the Board. When the Sponsor no longer owns any Unit or Lot, it shall have no further right to appoint any members of the Board of Managers. Except as otherwise provided in Section 3.04(a) hereof, members of the Board of Managers elected by the Sponsor shall serve for a term of one year. All other members of the Board of Managers shall be elected by the Unit Owners (excluding Sponsor if Sponsor has exercised its right to appoint a member of the Board of Managers) and shall serve for the terms prescribed by these By-Laws.

Annual meetings of the Unit Owners shall be held on the first Tuesday of May of each year at 7:00 p.m. or on such other date and such other time and at such place convenient to the Unit Owners as shall be designated by the Board of Managers. At such meetings there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Section 3.04 of these By-Laws. The Unit Owners may also transact such other business of the Condominium at such meeting as may properly come before them.

**Section 2.05 Place of Meetings.** Meetings of the Unit Owners shall be held at a suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

**Section 2.06 Special Meetings.** It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by the Owners of Units having more than a 50% interest in the common elements of the Condominium. The notice of

any special meeting shall state the time and place of such meeting and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 2.07 Notice of Meetings.** It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners at least ten (10) but not more than fifty (50) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to (i) each Unit Owner of record, at such Unit Owner's permanent residence or other address as such Unit Owner shall have designated by notice in writing to the Secretary, and (ii) all mortgagees of a Unit who have requested the same. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least sixty (60) days and not more than seventy-five (75) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

**Section 2.08 Waiver and Consent.** Whenever the vote of the Unit Owners at a meeting is required or permitted by any provision of the Declaration, applicable law or these By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Unit Owners may be dispensed with if all Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

**Section 2.09 Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning Units having 20% of the total interest in the common elements of the Condominium shall constitute a quorum at all meetings of the Unit Owners. If any meeting of Unit Owners cannot be held because a quorum has not attended, Unit Owners owning Units having a majority in common interest of those present at such meeting, either in person or by proxy, may, with notice to all Unit Owners, whether present or not, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, and from time to time thereafter, until a quorum shall be present or represented. Once a quorum shall have been established at any meeting of Unit Owners such quorum shall not be broken due to the absence of members initially constituting the quorum at a meeting adjourned to a later date for a continuation of the same affairs.

**Section 2.10 Majority of Vote.** The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Declaration or these By-Laws or by law, a higher percentage vote is required. The term "majority of Unit Owners" shall mean those Unit Owners holding more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, in accordance with Section 2.01 hereof.

**Section 2.11 Order of Business at Meetings.** The order of business at all meetings of the Unit Owners 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) Reports of officers
- (e) Report of Board of Managers
- (f) Reports of committees
- (g) Election of members of the Board of Managers, in the case of an annual meeting
- (h) Unfinished business
- (i) New business

### **ARTICLE III BOARD OF MANAGERS**

**Section 3.01 Number and Qualification.** The affairs of the Condominium shall be governed by a Board of Managers, initially consisting of three (3) persons designated by the Sponsor. Successors to these designees shall be elected by the Unit Owners at the first meeting of Unit Owners held pursuant to Section 2.04 of these By-Laws. Commencing with the election at such meeting, the Board of Managers shall be composed of three (3) persons to be elected by the Unit Owners (subject to the right of Sponsor to appoint one (1) member of the Board until Sponsor no longer owns any Units in the Condominium). After title to all Units has been conveyed by the Sponsor, the Board of Managers shall be composed of three persons, all of whom shall be elected by the Unit Owners.

So long as the Sponsor owns one or more Units, the number of members of the Board of Managers shall not be increased or decreased without the unanimous consent of all Unit Owners (including the Sponsor).

Because the Sponsor is retaining the unconditional right to rent rather than sell Units, a majority of the Board of Managers may or may not be owner-occupants or members of an owner-occupants household who are unrelated to the Sponsor and its principals.

**Section 3.02 Powers and Duties.** The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners or which require the consent of Sponsor as set forth in the Declaration. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Determination and levying of annual charges (which, together with special assessments shall collectively be referred to as "common charges") payable in monthly installments (or such other periodic installments as the Board shall determine) to cover the cost of common expenses required for the affairs of the Condominium, including without limitation, the operation and maintenance of the Property. The Board of Managers may increase the annual charges or impose a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Unit Owners in accordance with their respective common interests.

(b) Collection and use of the assessments collected to arrange for repair, maintenance and replacement of the common elements within Essex Greens at Waterford, and for such other purposes as required pursuant to the Offering Plan, Declaration of Condominium and these By-Laws.

(c) Operation, care, upkeep and maintenance of the Property within the development, excluding the Units and the attached garages.

(d) Making of repairs, additions and improvements to or alterations of the Property in accordance with the provisions of these By-Laws and the Declaration of Condominium.

(e) Obtaining and maintaining insurance for the Property pursuant to the provisions of Section 8.01 hereof.

(f) Paying any taxes and filing tax returns required of the Condominium.

(g) Bringing and defending actions against the Owners which are pertinent to the operation of the Condominium and bringing actions on behalf of Unit Owners as provided for in Section 339-dd of the Real Property Law or in the Declaration.

(h) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Property, provided, however that (i) the consent of at least 66-2/3% in number and in common interest of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of 15% of the amount of the then current annual budget of the Condominium and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the common expenses without the consent of the Unit Owner.

(i) Adoption and amendment of reasonable Rules and Regulations covering the details of operation of the Condominium and use of the Property. Such Rules and Regulations and amendments shall be binding upon Unit Owners when the Board has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Unit Owner.

(j) Collection of delinquent assessments by suit or otherwise, abatement of nuisances and the seeking of damages from Unit Owners for violations of the Rules and Regulations referred to herein.

(k) Employing and terminating the employment of employees and independent contractors, purchasing supplies and equipment, entering into contracts and generally having the powers of manager in connection with the matters hereinabove set forth.

(l) Complying with any change in New York law as it may affect the Condominium.

(m) Taking any and all actions as are necessary or appropriate in the judgment of the Board of Managers to enforce the provisions of the Declaration and compliance therewith.

Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor owns at least one (1) Unit or Lot, the Board of Managers may not, without the Sponsor's prior written consent, (i) except for necessary repairs or any work required by law, make any addition, alteration or improvement to the Property, or (ii) borrow money on behalf of the Condominium, or (iii) reduce the quantity or quality of services or maintenance of the Property, or (iv) hire any employee in addition to the employees, if any, provided for in the initial budget of the Condominium except as may be necessary to maintain the quantity or quality of services or maintenance.

**Section 3.03 Committees Acting on Behalf of Board of Managers.** Except as limited by this Section 3.03, the Board of Managers may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, each such committee to consist of one (1) or more Unit Owners, at least one of whom shall be a member of the Board of Managers, which to the extent provided in said resolution or resolutions, shall have and may exercise such powers of the Board of Managers in the management of the business and affairs of the Condominium as such resolution or resolutions shall provide.

**Section 3.04 Nomination, Election and Term of Office.** Nominations for election to the Board of Managers shall be made by a Nominating Committee which shall be appointed by the Board of Managers. The Board of Managers shall also receive any nominations in writing presented by Unit Owners not on the Nominating Committee at least ten (10) days prior to the annual meeting and shall include said nominations on the ballot. Nominations may also be made from the floor at the annual meeting of the Condominium Unit Owners. The Nominating Committee shall make as many nominations for election to the Board of Managers as it shall, in its sole discretion, determine, but not less than the number of vacancies as are to be filled as provided below.

Except as provided in Section 2.04 of these By-Laws, which gives Sponsor certain rights to elect members of the Board of Managers:

(a) The term of office of two (2) of the three (3) members of the Board of Managers elected at the first meeting of Unit Owners (including any member of the Board appointed by Sponsor) shall be fixed to expire as of the date of the second succeeding annual meeting of the Unit Owners, and the term of office of one (1) of the three (3) members of the Board of Managers elected at the first meeting of the Unit Owners shall be fixed to expire as of the date of the next succeeding annual meeting of the Unit Owners;

(b) At the expiration of the initial term of office of each respective member of the Board of Managers, a successor shall be elected to serve for a term of two (2) years; and

(c) The members of the Board of Managers shall hold office until their respective successors shall have been elected by the Unit Owners.

**Section 3.05 Removal of Members of the Board of Managers.** Subject to the limitations set forth below, at any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers elected by the Unit Owners may be removed, with or without cause, by a majority of Unit Owners in number and in common interest other than the Sponsor, and a successor may then and there or at some later date be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. Members of the Board of Managers appointed by the Sponsor may be removed without cause only by the Sponsor, but may be removed for cause by the Unit Owners in the same manner as any other member of the Board of Managers may be removed for cause; the successor to such removed member shall be appointed by the Sponsor.

**Section 3.06 Resignation of Members of the Board of Managers.** A member of the Board of Managers may resign at any time by giving written notice to the Board, or to the President or Secretary of the Condominium. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Board, President or Secretary, as the case may be, and acceptance of the resignation shall not be necessary to make it effective.

**Section 3.07 Vacancies.** Except as hereinafter provided, vacancies in the Board of Managers occurring other than as a result of removal pursuant to Section 3.05 shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Managers until the next annual meeting of the Unit Owners or until a successor is elected. If the vacancy occurs with respect to any member of the Board of Managers designated or elected by the Sponsor pursuant to these By-Laws, the Sponsor shall have the sole right to choose the successor to fill the unexpired portion of the term of such Board member.

**Section 3.08 Organizational Meeting.** The first organizational meeting of the Board shall be held within thirty (30) days after the Board shall have been constituted

pursuant to these By-Laws. The first meeting of each Board newly elected by the Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter at such date, time and place as may be practicable.

**Section 3.09 Regular Meetings.** Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers personally or by mail, at least two (2) days prior to the day set for such meeting. Any one or more members of the Board may participate in such regular meetings or special meetings as described below by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such meeting.

**Section 3.10 Special Meetings.** Special meetings of the Board of Managers may be called by the President on two (2) days' notice to each member of the Board either personally or by mail, which notice shall state the time, place and purpose of the meeting. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

Any member of the Board of Managers may at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by such member of the time and place of the meeting and the business to be conducted thereat. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 3.11 Quorum of Board of Managers.** At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws, the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time, with notice to all Unit Owners until a quorum shall be present. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 3.12 No Compensation.** No member of the Board of Managers shall receive any compensation for acting as such.

**Section 3.13 Liability of the Board of Managers.** The members of the Board of Managers shall not be liable to the Unit Owners for any errors of judgment, negligence, or otherwise in acting as a member of the Board of Managers except for their own individual willful misconduct or bad faith. It is intended that the members of the Board

of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. Every agreement made by the Board on behalf of the Condominium shall provide that the members of the Board are acting only as agents for the Condominium and shall have no personal liability thereunder.

No member of the Board of Managers shall engage in any transactions which conflict with such person's duties as a Board member without the prior approval of a disinterested majority of the remaining Board members after full disclosure of all material facts.

**Section 3.14 Managing Agent and Manager.** The Board of Managers may employ for the Condominium a managing agent or manager at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize.

#### **ARTICLE IV OFFICERS**

**Section 4.01 Designation.** The principal officers of the Condominium shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers.

**Section 4.02 Election of Officers.** The officers of the Condominium shall be elected annually by the Board of Managers at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

**Section 4.03 Removal of Officers.** Upon an affirmative vote of a majority of the *members of the Board of Managers*, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

**Section 4.04 President.** The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of Unit Owners and of the Board of Managers. The President shall execute agreements, contracts and leases on behalf of the Condominium except as the Board of Managers by resolution may delegate to other officers of the Condominium, or otherwise determine. He shall have the authority to do any and all acts and things and to direct any officers, employees or agents of the Condominium to do such acts and things not prohibited by applicable law or these By-Laws as are reasonably appropriate for the fulfillment of the purposes of the Condominium and to the execution and enforcement of the Declaration, these By-Laws and any Rules and Regulations established by the *Condominium Board of Managers*.

**Section 4.05 Secretary.** The Secretary shall (i) keep the minutes of all meetings of the Unit Owners and of the Board of Managers; (ii) record all votes and the minutes of all proceedings in a book to be kept for that purpose; (iii) have charge of such books and papers as the Board of Managers may direct; (iv) give or cause to be given notice of all meetings of Unit Owners and all special meetings of the Board of Managers; and (v) in

general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

**Section 4.06 Treasurer.** The Treasurer shall (i) have the responsibility for Condominium funds, including the collection and handling of common charges; (ii) be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; (iii) be responsible for the deposit of all moneys and other valuable effects in the name of the Condominium in such depositories as may from time to time be designated by the Board of Managers; (vi) sign or endorse any and all checks, notes or similar instruments in the ordinary course of business, except as the Board in any specific instance may otherwise direct; and (v) in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

**Section 4.07 Agreements, Contracts, Leases, etc.** The Board of Managers by resolution may authorize any officers or agents of the Condominium in any specific instance to execute agreements, contracts, leases or related documents on behalf of the Condominium.

**Section 4.08 Compensation of Officers.** No officer shall receive any compensation for acting as such.

**Section 4.09 Conflicts of Interest.** No officer shall engage in any transaction which conflicts with such person's duties as an officer without the prior approval of a majority of the Board of Managers after full disclosure of all material facts.

## **ARTICLE V COMMON CHARGES AND ASSESSMENTS**

**Section 5.01 Determination of Common Charges.** The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the proposed budget to all Unit Owners at least fifteen (15) days prior to the adoption thereof. The Board shall send a copy of the budget as adopted and any supplement thereto to every Unit Owner. The Board of Managers shall determine the total amount required, including the operational items such as insurance, snow removal, maintenance of the lawns and shrub beds and other operating expenses, as well as required reserves and charges, to cover any deficits from prior years. The total annual charges shall be assessed as a single sum against all Units and prorated against each of said Units in accordance with the respective common interests appurtenant to such Units. Said common charges or assessments shall be payable in monthly installments unless the Board of Managers establishes other periods for payment. Special assessments, should such be required, shall be allocated, levied and paid in the same manner as hereinabove provided for annual charges, except for assessments levied against particular Unit Owners as provided in Section 7.02 hereof. The Board of Managers shall have the authority to impose any special assessments as are provided for or authorized by the provisions of the Declaration.

**Section 5.02 Collection of Assessments.** If a common charge or assessment or any installment thereof is not paid within ten (10) days after the due date, the Board of Managers may impose a late charge in such amount or amounts as the Board of Managers deems reasonable, provided such late charges are equitably and uniformly applied.

If the common charge or assessment or installment thereof is not paid within thirty (30) days after the due date, the common charge or assessment shall bear interest from the due date at such rate as may be fixed by the Board of Managers from time to time, such rate not to exceed the maximum rate of interest then permitted by law.

The Board of Managers may bring legal action against the Unit Owner personally obligated to pay the same or foreclose the lien on such Unit pursuant to, and in the manner provided in Section 339-aa of the New York Real Property Law. The cost of any such proceedings and other costs and expenses, including reasonable attorney's fees incurred in efforts to collect such past due common charges or assessments, shall be added to the amount of such common charge or assessment, accelerated installments, if any, late charges and interest. The Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the New York Real Property Law on Units in which the Sponsor is more than thirty (30) days in arrears of common charges while it is in control of the Board of Managers. Any amounts collected on past due common charges or assessments shall be applied in the following order: attorney's fees, other costs of collection, interest, late charges, and then the common charges or assessments, beginning with the common charge or assessment past due for the longest period.

Any first mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid regularly budgeted common charges accrued before acquisition of title to the Unit by the mortgagee. Such first mortgagee will be liable for any fees or costs related to the collection of unpaid common charges.

**Section 5.03 Rights and Obligations re: Foreclosure of Liens for Unpaid Common Charges.** In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the Unit. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 5.04 Notice of Default.** The Board of Managers, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Managers. The mortgagee shall have the right to cure the Unit Owner's default with respect to the payment of common charges

or other default of the Unit Owner which could result in a lien against the Unit of such Owner.

**Section 5.05 Rents.** Under the provisions of Section 339-kk of the New York Real Property Law, if a non-occupying Owner rents a Unit to a tenant and then fails to make payments due for common charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice from the Board of Managers to the tenant and the non-occupying Owner, all rental payments from the tenant shall be directly payable to the Condominium Board of Managers at the address listed on the notice. Where a majority of the Board of Managers has been elected by and among the Unit Owners who are in occupancy, the Board of Managers may elect not to require that rental payments be made payable to the Board of Managers. At such time as payment for common charges, assessments and late fees from the non-occupying Owner are once again current, notice of such fact shall be given within three (3) business days to the tenant and non-occupying Owner. Thereafter, all rental payments shall be made payable to the non-occupying Owner or a designated agent.

A non-occupying Owner who disputes the Board's claim to rental payments shall be entitled to present facts supporting such Owner's position at the next scheduled meeting of the Board of Managers, which must be held within thirty (30) days of the date the Board receives notice that the Owner seeks to dispute such claim.

Payment by a tenant to the Board of Managers made pursuant to Section 339-kk of the Real Property Law shall relieve the tenant from the obligation to pay such rent to the non-occupying Owner and shall be an absolute defense in any proceeding commenced by the non-occupying Owner against the tenant for nonpayment of rent.

**Section 5.06 Statement of Common Charges.** Upon the written request of a Unit Owner, lessee or mortgagee with respect to the Unit owned by such Owner, leased by such lessee or upon which such mortgagee holds a mortgage, or any prospective purchaser, lessee, mortgagee or title insurer of such Unit, the Board of Managers, the Manager or the managing agent shall promptly furnish a certificate in writing setting forth with respect to such Unit as of the date of such certificate (i) whether or not the common charges due have been paid; (ii) the amount of such common charges, including interest and costs, if any, due and payable; and (iii) whether any other amounts or charges are owing to the Condominium, e.g., for a special assessment or for the cost of extinguishing a violation of the Declaration or Rules and Regulations. A reasonable charge, as determined by the Board of Managers, may be made for the issuance of this certificate, except when requested by Sponsor for any Unit owned by Sponsor. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Board of Managers and any bona fide purchaser or lessee of, or lender on, or title insurer of, the Unit with respect to which the request was made.

**Section 5.07 Operating Account.** There shall be established and maintained a cash deposit account to be known as the "Operating Account," into which shall be deposited the operating portion of all common charges and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general

needs of the operation of the Condominium including, but not limited to, wages, repairs, maintenance and other operating expenses.

**Section 5.08 Other Accounts.** The Board shall maintain any other accounts it shall deem necessary to carry out its purposes.

## **ARTICLE VI RECORDS AND AUDITS**

**Section 6.01 Annual Statement.** A financial statement of the Condominium prepared by a certified public accountant or public accountant by four months after the conclusion of any fiscal year shall be delivered to all Unit Owners annually. The financial statement shall be certified while the Sponsor is in control of the Board of Managers.

The cost of the annual report and other services required by this Section 6.01 shall be paid by the Association as a common expense.

**Section 6.02 Inspection of Records.** Every Unit Owner or his representative shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board of Managers but not more often than once a month.

**Section 6.03 Availability of Records and Legal Documents.** The Board of Managers shall make available for inspection by Unit Owners upon reasonable notice and during normal business hours current copies of the Condominium's Declaration, By-Laws, any Rules and Regulations, budget, schedule of assessments and any other books, records and financial statements of the Condominium. The Board may furnish copies of such documents to such parties and may charge a reasonable fee to cover the cost of furnishing such copies.

## **ARTICLE VII MAINTENANCE OF THE CONDOMINIUM PROPERTY**

**Section 7.01 Repairs and Maintenance Which are the Responsibility of the Board of Managers.** The Board of Managers is responsible for the maintenance, repair and replacement of the common areas within Essex Greens at Waterford consisting of all the Property except the Units and the Lots on which the Units are situate, including, but without limitation, (i) any other land within the boundaries of the Condominium Property; (ii) the private roadways into and through the development, being Bancroft Drive, Chatham Lane, Covington Drive, Somerset Way and Waterford Lane; (iii) the private water and sewer mains along the private roadways; (iv) the storm drainage system; (v) the retention ponds; (vi) the street lighting throughout the development; (vii) the entrance signs to the development; (viii) all other utility pipes, wires, conduits, and other materials which are not part of the Units, i.e., which service two or more Units, and are not owned by the Condominium Board of Managers, public utility companies or independent authorities; and (ix) all other apparatus and installations on the Property for common use or which may be necessary or convenient to the existence, maintenance or safety of the common elements or two or more of the Units.

The Board of Managers shall be responsible for and shall arrange for (i) maintenance, repair and replacement of the private roadways into and through Essex Greens at Waterford; (ii) maintenance, repair and replacement of the private water and sewer systems within Essex Greens at Waterford (but not including the lateral water and sewer lines from the individual Units to the private water and sewer mains along the private roadways within the development); (iii) maintenance of the storm drainage system; (iv) snow removal from the private roadways, parking areas, driveways and front service walkways within Essex Greens at Waterford; (v) lawn cutting and maintenance of all grass and green areas within Essex Greens at Waterford; and (vi) maintenance of all landscaping and shrub beds installed by Sponsor. The cost of such maintenance, repair and replacement shall be a common expense.

**Section 7.02 Repairs and Maintenance which are the Responsibility of the Unit Owners.** Unit Owners are solely responsible for all exterior and interior maintenance, repair and replacements of and to their Lots, Units and the attached garages, including, without limitation, the foundations, walls and roofs; the driveways, patios and front service walkways; mailboxes; and all gas, electric, water, sewer, cable and television pipes, wires and conduits which service only one Unit, including the lateral lines from the individual Units to the private water and sewer mains along the private roadways within the development and the underground irrigation system located in the front yard of the individual Units. In no event will the Board of Managers have any obligation to maintain, repair or replace any of the foregoing, and the common charges shall not include the cost of maintenance, repair or replacement of any of the foregoing. Unit Owners are responsible for the overall appearance of their Units and shall maintain their Units in a safe, attractive and appealing condition.

Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 7.01 above but which is occasioned by a negligent or willful act or omission of (a) a Unit Owner, or (b) any family member, employee, agent, guest, tenant, or invitee of such Unit Owner, or (c) a family member, employee, agent, guest or invitee of the tenant of such Unit Owner, or (d) an employee, agent, guest or invitee of (i) any member of such Unit Owner's family or (ii) any family member of the tenant of such Unit Owner, shall be made at the cost and expense of such Unit Owner.

In the event that a Unit Owner fails to make any maintenance or repair to such Owner's Unit/Lot, which maintenance or repair is necessary to protect any of the other Units, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so, or commence or be diligently continuing to do so, upon ten (10) days' written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to such Owner's Unit or for repairs to any limited common element restricted in use to such Unit Owner and which the Unit Owner is obligated to maintain pursuant to these By-Laws or the Declaration, and the Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon, and, in such event, the Unit Owner failing to make such payment shall be liable

for the reasonable attorney's fees and costs of such suit or proceeding together with interest on all sums due.

**Section 7.03 Quality of Maintenance and Repairs.** All maintenance, repairs and replacements, whether made by the Board of Managers or by the Unit Owners, to the Units, doors, windows, garages or the exterior surface of the Units, including the roof, or to any generally visible portion of the foundation, shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor, unless the Board of Managers determines otherwise.

**Section 7.04 Restrictions on Use of Units and Common Elements.** In order to provide for congenial occupancy of the Property and for the protection of the values of the Units and the Condominium Property, the use of the Units and the Property shall be restricted to and shall be in accordance with the following provisions:

(a) **Advertising and Signs.** Except for signs erected by or with the permission of the Sponsor in connection with the initial development or sale of Units, no additional sign or other advertising device of any nature shall be placed for display to the public view on any Unit or Lot or other portion of the Property including the common areas and private roadways (except temporary signs advertising property for sale).

(b) **Animals and Birds.** Except for two (2) dogs, two (2) house cats, fish, or birds in a cage, no animals shall be kept or maintained in any Unit or on any Lot or other portion of the Property except with the written consent of the Board of Managers which may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals or birds, and (ii) prohibit certain types of animals or birds entirely. No animal shall be permitted to run loose or be chained on Condominium Property, including the individual Lots. Owners and/or occupants must accompany their pets and have their pets leashed at all times when on Condominium Property.

(c) **Garbage and Refuse Disposal.** Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste materials shall be kept, stored or allowed to accumulate outdoors on any portion of the Condominium Property, including individual Lots. Trash and recycling containers shall be stored in the garage. Such containers may be placed in the open no earlier than 6:00 p.m. on the day before a scheduled pickup to provide access to persons making such pickup. The Board of Managers may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted.

(d) **Nuisances, Noxious or Offensive Activities.** No nuisances, noxious or offensive activities shall be carried out on the Condominium Property, including the individual Lots, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the Owners or occupants thereof or which interferes with the peaceful possession and proper use of the Condominium

Property by its Owners and occupants. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort or welfare, (ii) be injurious to property, vegetation or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulations or other governmental law, ordinance or code.

(e) **Television and Radio Antennas.** No outside television antenna shall be erected on any Unit or other portion of the Condominium Property, including the individual Lots, except with the consent of the Board of Managers.

(f) **Residential Use Only.** The Units shall be used for residential purposes and purposes incidental and accessory thereto, except the Sponsor may use one or more Units or other portions of the Property for model homes and/or real estate office.

(g) **Commercial and Professional Activity on Property.** No wholesale, retail, or any other business of any kind whatsoever, including a salon, studio, laboratory, home industry or medical or dental office, shall be conducted in or on any Unit, Lot or other portion of the Property without the written consent of the Board of Managers or any Architectural Committee thereof, except (i) by the Sponsor in conjunction with the initial construction, development and sale of the Units, and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of any in-home office for purposes other than those set forth above.

(h) **Outside Storage.** Outside storage or parking of commercial or recreational vehicles, camper bodies, boats and trailers shall not be allowed except as may be otherwise permitted by the Board of Managers (unless prohibited by the applicable zoning requirements).

(i) **Outdoor Repair Work.** With respect to a Unit or individual Lot, no extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on any such Lot.

(j) **Oversized, Commercial and Unlicensed Vehicles.** Unless used in connection with the construction or sale of Units by the Sponsor, or the maintenance of the Property, or unless otherwise consented to by the Board of Managers, the following shall not be permitted to remain overnight on the Property: (i) commercial vehicles of a weight of two (2) tons or more; and (ii) *unlicensed motor vehicles of any type.*

(k) **Clotheslines.** No outdoor drying or airing of any clothing or bedding shall be permitted within the Property unless authorized by the Board of Managers.

(l) Lease of Entire Unit Only. An Owner shall not lease any portion of a Unit (other than the entire Unit).

(m) Off-Road Motorized Vehicles. No off-road motorbikes, all terrain vehicles, dirt bikes, snowmobiles or other similar vehicles shall be operated on any portion of the Property except with the consent of the Board of Managers.

(n) No fences, porches, patios, walls, swimming pools, satellite dishes (except as otherwise permitted by law), storage sheds, playground apparatus (including basketball hoops), outbuildings or other structures of any kind whatsoever shall be placed or erected on any Unit or Lot within Essex Greens at Waterford without the prior written consent of both the Sponsor, so long as the Sponsor shall hold title to at least one Unit or Lot, and the Board of Managers after submission and approval of plans therefor.

(o) No changes, alterations, additions or modifications shall be made to the exterior of the Units or the Lots without the prior written consent of both the Sponsor, so long as the Sponsor shall retain title to any Units or Lots within Essex Greens at Waterford, and the Board of Managers of the Condominium or any Architectural Committee thereof.

**Section 7.05 Rules of Conduct.** Rules and Regulations concerning the use of the Units/Lots and the common elements may be promulgated and amended by the Board of Managers. Copies of such Rules and Regulations shall be furnished by the Board to each Unit Owner prior to the time when the same shall become effective.

**Section 7.06 Abatement of Violations.** The violation of any Rule or Regulation adopted by the Board of Managers, or of any By-Law contained herein, or of any provision of the Declaration, shall give the Board of Managers or its designees, the right, in addition to any other rights set forth in these By-Laws, (a) to enter the Unit in which, or as to which, such violation exists and to summarily abate, remove, repair or alter, at the expense of the Unit Owner, any structure, thing or condition that may exist therein contrary to the provisions of the Declaration, these By-Laws or the Condominium's Rules and Regulations, as the case may be, and the Board of Managers or its designees shall not be deemed thereby guilty in any manner of trespass subject to the laws of New York State; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation; or (c) to establish a penalty in accordance with Section 7.08 below. No Unit Owner shall have the right to enjoin, abate or remedy the continuance of a violation by appropriate legal proceedings at law or in equity until a reasonable time after a written request to the Board of Managers to remedy the matter has been delivered and the Board shall have failed or refused to act thereon.

**Section 7.07 Obligation and Lien for Cost of Enforcement.** If the Board of Managers successfully enforces a violation of any rule or regulation adopted by the Board of Managers or the provisions of the Declaration or these By-Laws, the cost of such enforcement, including legal fees, shall become a binding personal obligation of the violator. If such violator is (a) the Unit Owner, or (b) any family member, employee, agent, tenant or guest or invitee of such Unit Owner, or (c) a family member or employee,

agent, guest or invitee of the tenant of such Unit Owner, or (d) employee, agent, guest or invitee of (i) any member of such Unit Owner's family, or (ii) any family member of the tenant of such Unit Owner, such cost shall also be a lien upon the Unit of such Owner.

**Section 7.08 Penalties and Fines.** In addition or as an alternative to an action at law or suit in equity, the Board of Managers may, with respect to any violation of the Declaration or of these By-Laws or any Rules and Regulations of the Condominium or of any committee of the Condominium, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against a Unit Owner or occupant shall be deemed an assessment against the Unit of such Owner and shall constitute a personal obligation of the Unit Owner and shall be collectible in the same manner as annual charges and special assessments under Article V of these By-Laws.

**Section 7.09 Owner Responsible for Tenants.** Any lease of a Unit shall provide for full compliance by the tenant with the Declaration, By-Laws and Rules and Regulations of the Condominium. Should a tenant be in violation thereof at any time, the Board of Managers of the Condominium may send the Owner of the Unit which said tenant occupies written notice of such violation by certified or registered mail, return receipt requested. If the violation is not cured or eviction proceedings commenced against the tenant within fourteen (14) days after the Owner has received notice of such violation, or if the eviction proceedings are not reasonably diligently pursued thereafter, the Board of Managers may pursue any remedies which it may have under this Article VII.

## **ARTICLE VIII INSURANCE**

**Section 8.01 Insurance Obtained by Board of Managers.** The Board of Managers shall obtain and maintain, to the extent determined by the Board of Managers to be reasonably obtainable and appropriate, and in such amounts as the Board shall determine to be appropriate unless otherwise required herein, the following insurance: (1) general liability; (2) directors and officers liability insurance, (3) fidelity bond, (4) umbrella liability; and (5) workers compensation insurance. The coverages shall be as follows:

1. General Liability Insurance Covering the Board of Managers, the Officers of the Condominium, the Managing Agent and All Unit Owners (but not the liability of Unit Owners arising from occurrences within such Owner's Unit or within or on Lot exclusive to such Owner's Unit). This insurance provides payment for all sums for which the insured shall become legally obligated to pay as damages because of bodily injury or property damage. Until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners, this public liability insurance shall be in the amount of \$1,000,000.00 covering claims for bodily injury and property damage and may be thereafter changed by the Board of Managers from time to time as in its judgment may be appropriate.

2. Directors and Officers Liability Insurance Covering "Wrongful" Acts of a Member of the Board of Managers or Officer of the Condominium. This coverage provides for funds to be available to defend suits against members of the Board of Managers and officers of the Condominium for their allegedly wrongful acts and to pay any claims which may result. The policy shall be on a "claims made" basis so as to cover all prior officers and members of the Board of Managers. The policy shall provide for "participation" by the members of the Board of Managers of the Condominium only to the minimum extent required by law or applicable governmental regulation. Until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners, the directors and officers liability coverage shall be in the amount of \$1,000,000.00, which amount may be subsequently modified by the Board of Managers as it may deem appropriate.

3. Fidelity Bond Covering All Members of the Board of Managers, Officers and Employees of the Condominium and the Condominium's Managing Agent. A fidelity bond is intended to protect the Board of Managers and Unit Owners against misappropriation, forgery, theft or other dishonest acts of any members of the Board of Managers, officers and employees of the Condominium and the Condominium's Managing Agent who handle or are responsible for Condominium funds. The bond shall be in an amount not less than the estimated maximum of funds, including reserves, owned by or under the control of the Condominium or Managing Agent at any given time. Until the first meeting of the Board of Managers elected by the Unit Owners, the coverage shall be \$50,000.00 for dishonest acts and forgery.

4. Umbrella Liability Insurance. This coverage provides excess liability for claims that exceed the coverage provided under comprehensive general liability, workers compensation and automobile insurance.

5. Workers Compensation Insurance provides statutory coverage for employees of the Condominium if injured while participating in a work activity for the Condominium.

The Board of Managers may also obtain such other insurance as it shall deem necessary or desirable from time to time.

The deductible amount, if any, on any insurance policy purchased by the Board of Managers shall be a common expense; provided, however, that the Board of Managers may assess against a Unit Owner any for which liability is incurred as a result of any act or omission of such Unit Owner as a consequence of which such Unit Owner is directly or indirectly liable or responsible in accordance with the provisions of the Declaration.

**Section 8.02 Insurance Carried by Unit Owners.** Unit Owners may obtain types of insurance coverage which the Board of Managers does not provide or is not obligated to provide, including the following:

1. Fire and Casualty Coverage for replacement value of their own Unit as well as (i) any upgrading, i.e., any replacement to the original construction of the Unit or equipment in the Unit which is of better quality, larger or more costly than a replacement to the item as installed in the Unit at the time it was initially offered for sale. Such upgraded items may include kitchen and bathroom flooring, carpeting, bathroom tile and fixtures, lighting fixtures, kitchen cabinets and wall coverings; (ii) any fixtures installed or improvements made to the Unit by the Unit Owner which are not replacements of items in the Unit at the time the Unit was initially offered for sale; and (iii) the personal property of the Unit Owner.

2. Liability Coverage for occurrences within the Unit or on the Lot owned by the Unit Owner.

## **ARTICLE IX SELLING, MORTGAGING AND LEASING UNITS**

**Section 9.01 Selling and Leasing Units.** Units can be sold or leased, provided that (i) no Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his or her Unit unless and until all unpaid common charges and special assessments assessed against his or her Unit shall have been paid to the Board of Managers, and (ii) no Unit may be leased for a term of less than six (6) months. However, such unpaid common charges and special assessments can be paid out of the proceeds of the sale of a Unit or by the Grantee. Any lease of a Unit shall provide for full compliance by the tenants with the Declaration, By-Laws and Rules and Regulations of the Condominium. The Owner shall be responsible for violations by such Owner's tenant and shall be subject to actions by the Board of Managers in accordance with Section 7.09 of these By-Laws.

**Section 9.02 Mortgaging of Units and Notice to Board of Managers.** Each Unit Owner shall have the right to mortgage his Unit without restriction. A Unit Owner who mortgages his Unit shall so notify the Board of Managers in writing of the name and address of the mortgagee.

**Section 9.03 Rights of Mortgage Holders and Guarantors.** The mortgagee and guarantor of the mortgage on any Unit shall have the right to timely written notice of (i) any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage; (ii) any 60-day delinquency in the payment of assessments or common charges owed by the Owner of any Unit on which it holds a mortgage; (iii) a lapse, cancellation or material modification of any insurance policy maintained by the Condominium; and (iv) any proposed action that requires the consent of a specified percentage of mortgagees.

No Unit Owner or any other party shall have priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common elements.

**Section 9.04 Gifts and Devises, etc.** Any Unit Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy without restriction.

**ARTICLE X  
AMENDMENT AND TERMINATION**

**Section 10.01 Amendments to By-Laws.** Except as hereinafter provided otherwise, these By-Laws may be modified, altered or amended at any duly called meeting of Unit Owners provided that:

(a) A notice of the meeting containing a full statement of the proposed modification, alteration, or amendment has been sent to all Unit Owners and mortgagees at least sixty (60) and not more than seventy-five (75) days prior to the date set for such meeting. For purposes of these By-Laws, mortgagee shall mean and refer to the holder of a first mortgage on a Unit who has the right to timely notice of any proposed modification, alteration, amendment or addition to the legal documents of the Condominium which is of a material adverse nature to mortgagees and requires the consent of mortgagees. Such notice to mortgagees shall be by certified mail, return receipt requested; and

(b) at least 66-2/3% of the Unit Owners ~~in number~~ in number and in common interest approve the change; and

(c) The Board of Managers does not, prior to the date established for voting on the proposed change, receive written notification of opposition to the change from mortgagees that represent 51% or more of the votes of unit estates that are subject to mortgages; and

(d) The change is set forth as an amendment to the Declaration and these By-Laws attached thereto duly recorded in the Erie County Clerk's Office.

Section 2.01, insofar as it provides that the Sponsor, so long as it is the Owner of Units, may cast votes attributable to such Units; Section 2.04, insofar as it provides that the Sponsor, so long as it is the Owner of Units, shall be entitled to elect specified numbers of members of the Board of Managers; Section 3.02, insofar as it provides that so long as the Sponsor owns at least one (1) Unit, the Board of Managers may not exercise certain powers without the Sponsor's prior written consent, and this Section 10.01, however, may not be amended without the consent in writing of the Sponsor prior to the fifth anniversary of the closing of title to the first Unit if the Sponsor shall continue to be the Owner of one or more Units.

**Section 10.02 Termination of Condominium.** The Condominium shall not be terminated or abandoned except after substantial destruction or condemnation occurs or for other reasons to be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages.

**ARTICLE XI  
MISCELLANEOUS**

**Section 11.01 Notices.** All notices hereunder shall be in writing and sent by mail by depositing same in a post office or letter box in a postpaid sealed wrapper addressed, if to go to the Board of Managers, at the office of the Condominium, and if to go to a Unit Owner or Unit Mortgagee, to the address of such Unit Owner or Mortgagee at such address as appears on the books of the Condominium. Notices to Mortgagees shall be by certified mail, return receipt requested. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice shall be deemed the equivalent thereof.

**Section 11.02 Conflicts; Compliance with Article 9-B.** These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of the statute or of the Declaration, whichever the case may be, shall control.

**Section 11.03 No Waiver for Failure to Enforce.** No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**Section 11.04 Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

**Section 11.05 Severability.** Should any part of these By-Laws be deemed void or become unenforceable at law or in equity, the validity, enforceability or effect of the balance of these By-Laws shall not be impaired or affected in any manner.