

MONROE COUNTY CLERK'S OFFICE
County Clerk's Recording Page

Return To:

RONALD S. SHUBERT
PHILLIPS LYTTLE HITCHCOCK BLAINE &
3400 HSBC CENTER
BUFFALO NY 14203

CONCORD SQUARE HOMES ASSOCIATI
ON INC
CONCORD SQUARE HOMES ASSOCIATI
ON INC

FILE FEE-S	\$	19.00
FILE FEE-C	\$	13.00
REC FEE	\$	234.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00

Total: \$ 266.00

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

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Maggie Brooks, County Clerk



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Index DEEDS

Book 09670 Page 0140

No. Pages 0078

Instrument DECLARATION

Date : 8/30/2002

Time : 11:22:00

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MORTGAGE TAX

MORTGAGE AMOUNT	\$	.00
BASIC MORTGAGE TAX	\$	.00
SPEC ADDIT MTG TAX	\$	.00
ADDITIONAL MTG TAX	\$	.00
Total	\$	.00

TRANSFER AMT

TRANSFER AMT \$.00

TRANSFER TAX \$.00

17

**RESTATED
DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS - CONCORD SQUARE
(THE CONCORD SQUARE DECLARATION)**

MADE BY: Pamela Patridge, Robert Ambrose, Mary Qualdieri et al

DATED: August 19, 2002

**RONALD S. SHUBERT, ESQ.
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3400 HSBC Center
Buffalo, New York 14203
716-847-5491**

2002 AUG 30 A 11:22
MONROE COUNTY CLERK

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RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS - CONCORD SQUARE (THE CONCORD SQUARE DECLARATION)

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**RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS - CONCORD SQUARE
(THE CONCORD SQUARE DECLARATION)**

THIS RESTATED DECLARATION, made this 19th day of August, 2002, by the undersigned Owners representing more than 75% of the votes of all Lots comprising Concord Square Homes Association, Inc., Penfield, New York 14526 - 2741, being referred to hereinafter as "the Owners."

WITNESSETH

WHEREAS, the undersigned Owners are the Owners of Homes located on subdivision lots located within the real property described in Article II of this Restated Declaration, which real property is known as "Concord Square" and which real property includes open spaces and other common facilities for the benefit of all Owners within said Concord Square community; and

WHEREAS, a Declaration of Protective Covenants, Conditions and Restrictions ("The Concord Square Declaration") was recorded in the Monroe County Clerk's Office in Liber 4410 of Deeds at page 138; and

WHEREAS, the Owners wish to amend and restate such Declaration of Protective Covenants, Conditions and Restrictions - Concord Square; and

WHEREAS, pursuant to the aforementioned Declaration, Article X, Section 3, the Declaration may be amended or rescinded by an instrument signed by the Lot Owners of Concord Square, having not less than 75% of the votes of all Lots which are subject to the Declaration.

WHEREAS, the undersigned Owners represent more than 75% of the votes of all Lots; and

WHEREAS, the Owners desire to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desire to subject the real property described in Article II 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 Owner thereof; and

WHEREAS, the Owners have deemed it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the common property and facilities, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the CONCORD SQUARE HOMES ASSOCIATION, INC., has been incorporated under the Not-for-Profit Corporation Law of the State of New York for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the undersigned Owners, for themselves, their successors and assigns, declare that the real property described in Section 2.01 hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following words, phrases or terms when used in this Declaration or in any instrument supplemental to this Declaration shall, unless the context otherwise prohibits, have the following meanings:

- A. "Association" shall mean and refer to the Concord Square Homes Association, Inc.
- B. "Association Property" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned by the Association.
- C. "Building" shall mean and refer to any structure containing one or more Homes.
- D. "Declaration" shall mean and refer to this document of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens - Concord Square (The Concord Square Declaration) as it may from time to time be supplemented, extended or amended in the manner provided for herein.
- E. "Institutional First Mortgage Lender" shall mean and refer to a bank, savings and loan association, life insurance company, pension trust, trust company, the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac") or any lender approved by Fannie Mae or Freddie Mac which holds a first mortgage on a Unit.
- F. "Home" shall mean and refer to a residential unit, including the garage.

- G. "Lot" shall mean and refer to any portion of the Property (with the exception of Association Property as heretofore defined) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the Town of Penfield; and (ii) shown as a separate lot upon any recorded or filed subdivision map, upon which a Home has been constructed.
- H. "Lot Owner" shall mean the owner of a "Lot".
- I. "Member" shall mean the Owner of a Lot subject to the Declaration.
- J. "Owner" shall mean and refer to the holder of record title, whether one or more persons or entities, of the fee interest in any Lot or Home, whether or not such holder actually resides in such Home or on such Lot.
- K. "Property" shall mean and refer to all properties as are subject to this Declaration.
- L. "Recording Office" shall mean and refer to the official office for the recording of land documents in the County in which the "Property" is located.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Penfield, County of Monroe and State of New York, all of which property shall be hereinafter referred to as the "Property". The real property subject to this Declaration is known and described in Schedule A attached hereto.

Section 2.02. Additional Property. The owner of any lands who desires to add such lands to the scope of this Declaration and to subject them to the jurisdiction of the Association may do so upon an amendment to this Declaration after the written approval of 67% or more of all Owners. The owner of such lands may propose such amendment to the Declaration.

Such lands ("Additional Property") shall be added to this Declaration by the recording in the Recording Office of a supplemental extending declaration which shall extend the scope of the covenants and restrictions of this Declaration to such additional lands and thereby subject such additional lands and the owners of such lands to assessments for their fair share of the expenses of the Association. The supplemental extending declaration may also contain such

complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the provisions of this Declaration, including but not limited to a different assessment basis reflecting the maintenance costs to be incurred by the Association with respect to such Additional Property.

Section 2.03. Mergers. Upon a merger or consolidation of this Association with another association as provided in its Certificate of Incorporation or By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property, together with the covenants, conditions and restrictions established upon any other properties. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

ARTICLE III

THE ASSOCIATION STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS

Section 3.01. Formation of the Association. Pursuant to the Not-for-Profit Corporation Law of New York, the Association was formed to own, operate, and maintain the Association Property, enforce the covenants, conditions and restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Certificate of Incorporation and By-Laws of the Association, as the same may be amended from time to time. Subject to the additional limitations provided in this Declaration and the Certificate of Incorporation, the Association shall have all the powers and be subject to the limitations of a not-for-profit corporation as contained in the New York State Not-for-Profit Corporation Law as the same may be amended from time to time.

Section 3.02. Membership. The Association shall have as members Owners. All Owners shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership.

Section 3.03. Voting; Mortgagee's Control of Votes. Each Owner shall be entitled to one (1) vote. Notwithstanding anything to the contrary which may be contained in this Declaration, if an institutional first mortgage lender whose name appears on the records of the Association: (i) holds a mortgage on a Lot which prohibits the mortgagor from voting contrary to the interest of the mortgagee; and (ii) notifies the Association prior to the date or initial date of the canvass on the vote to be taken of its position on the matter being voted upon, a

vote of the Lot Owner contrary to the position of such mortgage lender shall not be counted in such canvass.

Section 3.04. Lots Owned or Held by More Than One Person or by a Corporation. When any Lot is owned or held by more than one person as tenants by the entirety, in joint or common ownership or interest, such Owners shall collectively be entitled to only one (1) vote and if such Owners cannot jointly agree as to how that vote should be cast, no vote shall be allowed.

In the case of a corporate Lot Owner, votes may be cast by an appropriate officer of such corporation.

Section 3.05. Holder of Security Interest Not a Member. Any person or entity which holds an interest in a Lot or Unit merely as security for the performance of an obligation shall not be a Member.

Section 3.06. Assigning Right to Vote. Any Member shall be entitled to assign such Member's right to vote, by power of attorney, by proxy or otherwise, provided that such assignment is made pursuant to the By-Laws of the Association.

Section 3.07. Meeting and Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of this Declaration and the Certificate of Incorporation and By-Laws of the Association and the Not-for-Profit Corporation Law of the State of New York as it may deem advisable for any meeting of its Members.

Section 3.08. Selection, Powers and Duties of Directors. The nomination, election, powers and duties of the Board of Directors and the filling of vacancies on the Board of Directors shall be governed as set forth in the By-Laws of the Association.

Section 3.09. Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, judgments, decrees, fees, penalties or amounts paid in settlement, reasonably incurred by or imposed upon such director or officer in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer of the Association, whether or not such person is a director or officer at the time such expenses are incurred, except that no such indemnification shall be made if a judgment or other final adjudication adverse to such director or officer establishes that: (i) the acts of the director or officer were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated; or (ii) such director or officer (or a member of such director's or officer's family) personally gained a financial profit or other advantage to which such beneficiary was not legally entitled; provided, that in the event of a settlement or other nonadjudicated disposition, the indemnification herein shall apply only when the Board of Directors of the Association approves

such settlement as being in the best interests of the Association. Funds to cover the above expenses, including fees of counsel, may be advanced by the Association, prior to the final disposition of the matter, upon receipt of an undertaking by or on behalf of the recipient to repay such amounts if it shall ultimately be determined that: (i) the recipient is not entitled to indemnification; or (ii) where indemnification is granted, the expenses so advanced exceed the amount to which such officer or director is entitled.

ARTICLE IV

PROPERTY RIGHTS AND EASEMENTS

Section 4.01. Dedication of Association Property. Certain tracts of land have been conveyed to the Association, and subject to the provisions of this Declaration, for the use and enjoyment of the Owners. Said tracts of land conveyed to the Association shall hereinafter be referred to as "Association Property."

Section 4.02. Rights and Easements of Lot Owners. Subject to the rights and easements of the Association set forth in Sections 4.03 and 4.04 below, each Lot Owner (and such Lot Owner's guests, licensees, tenants and invitees) shall have the following rights and easements:

- a. Enjoyment - to enjoy all Association Property;
- b. Ingress and Egress - an easement by vehicle or on foot for ingress and egress in common with other Lot Owners over all roadways located on Association Property; and
- c. Utilities and Conduits - to use, maintain, repair and replace any pipes, wires, cables, conduits, drainage areas, and other utility lines servicing such Owner's Lot (Home) but located on Association Property, on another Lot or in another Home.

All of such rights and easements shall be appurtenant to and shall pass with the interest of a Lot Owner as defined in Article I, Section 1.01 of this Declaration.

Section 4.03. Rights of Association. In accordance with the Certificate of Incorporation and By-Laws of the Association, the Association shall have the following rights:

- a. Promulgate Rules and Regulations - to promulgate rules and regulations relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof or to enhance the preservation of such facilities or which, in the discretion of the Association, shall serve to promote the best interests of the Members;

- b. Grant Easements to Utility Companies and Governmental Entities - to grant easements or rights of way, with or without consideration to any public or private utility corporation, cable television company, governmental agency or political subdivision;
- c. Transfer, Lease, Sell, Exchange or Encumber Association Property or Acquire or Lease Real Property - to dedicate, sell, transfer, donate, lease, abandon, partition, encumber or otherwise dispose of, all or any part of the Association Property which the Association owns or to acquire or lease other real property for such purposes and subject to such conditions as may be agreed to by the Association and the transferee or transferor. Such action (except for any transfer or encumbrance to a public utility or for other public purposes consistent with the intended use of such land by or for the benefit of the Owners) shall require a "Hearing" as described in Section 4.06 below and the consent of Owners of not less than 67% of all Lots who shall vote by written ballot which shall, not less than 10 days nor more than 50 days in advance of the date or initial date of the canvass thereof, be sent to all Lot Owners and to those lending institution first mortgagees of Lots whose names appear as such on the books or records of the Association. No such conveyance shall be made if lending institution first mortgagees of 51% or more of the Lots subject to first mortgages held by lending institutions whose names appear as such on the books or records of the Association, advise the Association in writing, prior to the date or initial date set for voting on the proposed conveyance, that they are opposed to such conveyance, which opposition must not be unreasonable;
- d. Enter into Agreements with other Associations to Share Facilities - to enter into agreements, reciprocal or otherwise, with other homeowners' associations, condominiums and cooperatives for the use or sharing of facilities. Such agreements shall require the consent of the Owners of not less than 67% of all Lots voting upon written ballot which shall be sent to every Lot Owner not less than 10 days nor more than 50 days in advance of the date or initial date of the canvass thereof;
- e. Enter into Agreements for Performance of Duties - to enter into agreements for the performance of its various duties and functions including agreements with other homeowners' associations, condominiums and cooperatives for common maintenance, management and other services, materials and supplies; and
- f. Construct, Modify, Alter or Demolish Improvements on Association Property or Change the Use of Association Property - to construct, modify, alter or demolish improvements on Association Property or change the use

of Association Property following: (i) a Hearing as described in Section 4.06 below; (ii) the affirmative vote of not less than three-fourths ($\frac{3}{4}$) of the entire Board of Directors.

Section 4.04. Easements of Association. The Association (and its employees, contractors and agents) shall have the following easements over each Lot:

- a. Utility Line Maintenance - for the use, installation, maintenance, repair and replacement of any pipes, wires, cables, conduits, drainage areas, light standards and other utility lines located on such Lot and servicing Association Property or two (2) or more Lots;
- b. Utility Banks and Telephone Pedestals - for installation, maintenance, repair and replacement of utility banks and telephone pedestals on the exterior walls of Buildings;
- c. Other Maintenance on Lots - for the installation, maintenance, repair and replacement of any improvements on the Lots, including walkways, fencing, walls, landscaping, driveways, roadways and Building exteriors, and for snow removal, to the extent the Association is obligated to undertake such installation, maintenance, snow removal, repair and replacement under this Declaration;
- d. In Conjunction with Maintenance of Association Property - to the extent such entry is reasonably necessary in order to install, maintain, repair or replace any improvement on Association Property, or other improvements constructed on the Lots; and
- e. Water for Watering of Lawns - to tie into and use water from any Home for the watering of any lawns which the Association is obligated to maintain.

To the extent reasonably appropriate any such entry onto a Lot (i) shall be on reasonable notice to the Owner of the Lot to be entered, except that, in an emergency, such entry may be without notice, and (ii) may include entry to any improvement on such Lot.

Section 4.05. Damage Resulting from Use of Easement. Subject to rights of recovery under law or pursuant to other provisions of this Declaration, any damage to any Lot or

other portion of the Property or to any improvements thereon as a result of any act or work performed pursuant to the authority granted in this Article IV, or as a result of the use of any easement, or other right granted or reserved herein, shall be promptly repaired, replaced or corrected as necessary by the person or entity performing the act or work and/or by the grantee or holder of the easement being exercised, to the condition in which it existed immediately prior to the damage.

Section 4.06. Hearing Procedures. Where the Board of Directors is required, in accordance with the provisions of this Declaration, to hold a public hearing prior to taking certain action (hereinafter referred to as a "Hearing"), the procedures set forth in this Section 4.06 (the "Hearing Procedures") shall be followed. The Hearing on the proposed action (the "Proposal") shall be held not less than 20 nor more than 60 days after the Board of Directors has initiated the Proposal. Notices of the Hearing (the "Notice") shall be mailed to all Members in accordance with any provisions of this Declaration relating to the giving of notice. The Notice shall describe in detail the Proposal, the Hearing Procedures set forth herein as well as any other procedures applicable thereto as may be imposed by other sections of this Declaration, and shall specify the date, time and place of the Hearing. The Hearing will be held on the Property or in a place reasonably accessible to the Property. All Members and other interested persons shall be entitled, subject only to reasonable rules and regulations established by the Board of Directors for the conduct of such Hearing, to attend the Hearing, to express their views on the Proposal, to ask questions, or to submit written comments with regard to the Proposal. If, in connection with a Proposal, a Hearing is required pursuant to more than one section of this Declaration, the Board of Directors may elect to hold one combined Hearing on such Proposal, provided that all restrictions, limitations or additional procedures, if any, imposed by each of the applicable sections are followed.

Section 4.07. Acquisition, Conveyance, Improvement and Changes in Use of Association Property. Subject to the limitations set forth in this Section, the Board of Directors of the Association, on such terms and conditions as it deems appropriate, may authorize:

1. the acquisition, through purchase, gift, lease or any combination thereof, of land or improvements of any combination thereof, as Association Property;
2. the transfer, conveyance, donation, lease or other disposition of any Association Property;
3. the construction of, or the making of additions, modifications of, alterations to, or the demolition of, improvements to Association Property;
4. the material change in the use of any Association Property (including, without limitation, construction of improvements so as to convert passive recreational or open space to active recreational use).

Upon the affirmative vote of the Board of Directors proposing any of the above, the Board of Directors shall hold a Hearing on the Proposal in accordance with the Hearing Procedures set forth in Section 4.06 hereof.

Not less than 15 nor more than 45 days after the Hearing, the Owners shall vote on the Proposal, with such modifications thereto as the Board deems appropriate after due consideration of the written and oral comments received at the Hearing. An affirmative vote of not less than 67% of the Owners shall be required for approval; provided, however, that any material change in use shall not be in violation of the zoning laws or any other laws, ordinances, rules or regulations of the Town of Penfield or any other governmental authority.

If a proposed acquisition of land or improvements or the construction, addition, modification, alteration to, or the demolition of Association Property, will result in the imposition of a Special Assessment as provided in Section 5.04 of this Declaration, the Board of Directors shall hold a Hearing thereon in accordance with the Hearing Procedures set forth in Section 4.06 hereof, and the provisions of Section 5.04, prior to finally authorizing such action.

Section 4.08. Notice of Condemnation of Association Property and Resolution of Dispute as to Allocation of Award. The Board of Directors shall promptly send written notice of any pending condemnation or eminent domain proceeding affecting Association Property to all Members and to those lending institution first mortgagees of Homes whose names appear as such on the books or records of the Association.

In the event of any dispute with respect to the allocation of the award, the matter shall be submitted to arbitration in accordance with the arbitration statutes of the State of New York.

ARTICLE V

ASSESSMENTS AND RIGHT OF ASSOCIATION TO BORROW

Section 5.01. Imposition, Personal Obligation, Lien. Each Home 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 Association:

- a. annual assessments or charges for the maintenance and operation of Association Property ("Maintenance Assessments");
- b. special assessments for capital improvements or unbudgeted or extraordinary expenses ("Special Assessments");

together hereinafter being referred to as "Assessments".

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Each Assessment (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 Lot against which the Assessment is made and shall also be the personal obligation of the Owner of such Lot at the time the Assessment falls due. Upon a transfer of title to a Lot, Assessments shall be adjusted as provided in Section 5.13 below.

Section 5.02. Purpose of Maintenance Assessment. The purpose of the Maintenance Assessment shall be to fund: (i) the maintenance, preservation, operation and improvement of the Association Property and the promotion of the recreation, safety and welfare of the Members, including but not limited to, the payment of taxes on Association Property, any utility services to the Property which are commonly metered or billed (including electricity for the commonly metered lighting of the common private roadway), all casualty, liability and other insurance obtained pursuant to Article IX of this Declaration; (ii) the maintenance, repair and replacement of all facilities as required in Article VI of this Declaration; (iii) the cost of labor, equipment, materials, management and supervision for all of the above; (iv) such other maintenance responsibilities as the Association elects to undertake pursuant to Section 6.01 of this Declaration; and (v) such other needs as may arise. The amount of any reserves for such maintenance, repair or replacement shall be not less than the reasonable requirements of existing or proposed lenders, holders and insurers of first mortgages on the Lots.

Section 5.03. Basis for Maintenance Assessment. The annual Maintenance Assessment chargeable to each Lot assessed shall be the same for all Lots, so that the annual Maintenance Assessment for each Lot shall be determined each year by dividing the number of Lots liable for the payment of Maintenance Assessments pursuant to Section 5.01 above, into the total amount which the Board of Directors shall deem to be necessary to fully fund the current budget of estimated expenses and reserves (and any operating deficits previously sustained). Increases shall be limited to five (5%) percent of the previous year's assessment. Any increase beyond this limit must be approved by a vote of 67% of the Members present at a meeting in person or by proxy or absentee ballot.

Section 5.04. Special Assessments. In addition to the annual Maintenance Assessment, the Association may levy in any assessment year a Special Assessment, payable in that year and/or in one or more of the following years, for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction or replacement of, or repair of the Association Property or to any improvements or landscaping on the Lots which the Association has the responsibility to maintain, including the necessary fixtures and personal property related thereto or (ii) funding unbudgeted or extraordinary expenses. Before levying such a Special Assessment the Board of Directors shall hold a Hearing on said proposed Special Assessment in

accordance with the Hearing Procedure set forth in Section 4.06 of this Declaration. Not less than 10 nor more than 45 days after such Hearing, the Board of Directors shall: (i) for any Special Assessment for the construction (rather than the reconstruction, replacement or repair), of any capital improvement, or for any Special Assessment for an amount in excess of 20% of the then current amount of the annual Maintenance Assessment, obtain the consent of the Owners of 67% or more of all Lots who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all voting Lot Owners at least 30 days in advance, setting forth the purpose of the meeting; and (ii) for any Special Assessment, obtain the approval of not less than three-fourths ($\frac{3}{4}$) of the entire Board of Directors. The Association shall establish one or more due dates for each payment or partial payment of each Special Assessment and shall notify each Owner thereof in writing at least 30 days prior to the first such due date.

Section 5.05. Date of Commencement and Notice of Assessments. The Maintenance Assessments provided for herein shall commence on the day on which the first Lot is conveyed and such Assessments shall be on a full year basis. The Board of Directors of the Association shall fix the amount of the Maintenance Assessment against each Lot at least 30 days in advance of each annual Assessment period. The Maintenance Assessments shall be due and payable monthly unless the Board of Directors establishes other installments for payment, which installments may or may not be equal. Separate due dates may be established by the Board for partial annual Maintenance Assessments as long as said Maintenance Assessments are established at least 30 days before due. Written notice of the annual Maintenance Assessments shall be sent to every Lot Owner subject thereto.

Section 5.06. Assessments for Specific Lots. Once Assessments have commenced pursuant to Section 5.05 above, the Owner of each Lot subject to this Declaration shall be liable for the payment of full Maintenance Assessments and Special Assessments, if any.

Section 5.07. Non-Payment of Assessment. If an Assessment, or installment thereof, is not paid on the due date, established pursuant to Section 5.05 hereof, then such Assessment payment shall be deemed delinquent. Any delinquent Assessment payment, together with such interest thereon, accelerated installments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Lot Owner and such Lot Owner's heirs, devisees, personal representatives, successors and assigns. A notice of lien may be filed by the Association in the Recording Office providing notice that: (i) delinquent Assessments are outstanding with respect to a specified Lot; and (ii) such delinquent Assessments and any future Assessments due are a continuing lien until paid, but such filing shall not be necessary to perfect or establish the priority of such continuing lien. In addition to the lien rights, the personal obligation of the then Lot Owner to pay such Assessment shall remain such Lot Owner's personal obligation and shall not pass to such Lot Owner's successors in title unless expressly assumed by them.

If the Assessment or any installment thereof is not paid within 15 days after the due date the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed 10% of the amount of such overdue Assessment or installment thereof, provided such late charges are equitably and uniformly applied.

If the Assessment or any installment thereof, is not paid within 30 days after the due date: (i) the Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed the maximum rate of interest then permitted by law; (ii) the Board of Directors may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Lot Owner; and (iii) the Association may bring legal action against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot of such Lot Owner, and the cost of such proceedings, including actual attorneys' fees, shall be added to the amount of such Assessments, accelerated installments, if any, late charges and interest.

Once an Assessment is deemed delinquent as described above, any payments received from the Lot Owner shall be applied in the following order: attorneys' fees, other costs of collection, late charges, interest, and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period.

Dissatisfaction with the quantity or quality of maintenance services furnished by the Association shall, under no circumstances, entitle any Lot Owner to withhold or fail to pay the Assessments due to the Association for the Lot or Lots owned by such Lot Owner.

Section 5.08. Notice of Default. The Board of Directors, when giving notice to an Owner of a default in paying Assessments, may, at its option, or shall, at the request of a mortgagee, send a copy of such notice to each holder of a mortgage covering such Lot whose name and address appears on the Association's records. The mortgagee shall have the right to cure the Lot Owner's default with respect to the payment of such Assessments.

Section 5.09. Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Association.

Section 5.10. Assessment Certificates. Upon written demand of the Lot Owner or lessee of a Lot (or any prospective purchaser, lessee, occupant, mortgagee or title insurer of such Lot), the Association shall, within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such

Lot as of the date of such certificate: (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; and (iii) whether any other amounts or charges are owing to the Association, e.g. for the cost of extinguishing a violation of this Declaration. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of such certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser, lessee or title insurer of, or lender, on the Lot on which such certificate has been furnished.

Section 5.11. Subordination of Assessment Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Owner of such Lot from liability for any Assessments thereafter becoming due, nor relieve such Lot from the lien of any such subsequent Assessment.

Section 5.12. Adjustment of Assessments on Transfer. Unless otherwise agreed upon between the parties to the transfer, upon the transfer of a Lot, Maintenance Assessments and any Special Assessments which: (i) may be payable in installments; or (ii) are specifically applicable to a defined period of time which has not expired, shall be adjusted between the grantor and grantee, with the grantor being entitled to reimbursement from the grantee for the portion of any payment made by the grantor which is applicable to the remainder of the period in which the transfer occurred or to a subsequent period, and the grantee being entitled to a credit from the grantor for the portion of any unpaid payment assumed by the grantee which is applicable to the expired portion of the period in which the transfer occurred or to any prior period. Unless otherwise provided by the Board of Directors of the Association in its adoption: (i) a Special Assessment payable in installments shall be adjusted as if the installment payments apply to a period following the date due, the length of which shall be equal to the interim period between installation due dates; and (ii) a Special Assessment payable in a single installment shall be the sole responsibility of the Owner of the Lot on the date which such Assessment is initially due.

Section 5.13. Right to Borrow and Mortgage. In order to fulfill the purposes set forth herein, the Association may borrow funds from any recognized lending institution, and in conjunction therewith, mortgage its properties. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with note holders shall be subject solely to the decision of the Board of Directors of the Association, upon the consent of 67% of the Members.

Section 5.14. Repayment of Monies Borrowed. In order to secure the repayment of any and all sums borrowed from time to time, the Association is hereby granted the right and power:

- a. to assign and pledge all revenues received and to be received by it under any provision of this Declaration including, but not limited to, the proceeds of the Maintenance Assessments hereunder;
- b. to enter into agreements with note holders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Association covenants to:
 - (1) assess the Maintenance Assessments on a given day in each year and, subject to the limitation on amount specified in Section 5.03 hereunder, to assess the same at a particular rate or rates;
 - (2) establish sinking funds and/or other security deposits;
 - (3) apply all funds received by it first to the payment of all principal and interest on such loans, when due, or to apply the same to such purpose after providing for costs of collection;
 - (4) establish such collection, payment and lien enforcement procedures as may be required by the note holders;
 - (5) provide for the custody and safeguarding of all funds received by it.

ARTICLE VI

MAINTENANCE

Section 6.01. Maintenance and Repair by Association. Except as specifically otherwise provided in this Section 6.01, Association shall have responsibility for all maintenance and repair of and replacements to the improvements on Association Property, including: (i) the maintenance, repair and replacement of the common private driveways used to access the Lots containing Homes (including snow removal) and the walkways in front of the Homes; (ii) the maintenance, repair and replacement of sanitary sewer, storm drainage, water distribution facilities and other pipes, wires and conduits servicing the Lots and for which a utility company or other entity is not responsible (whether or not such lines and facilities are on Association Property); and (iii) the maintenance of all shrubbery and other plantings installed on the Association Property, or by the Association on the Lots, but not for shrubbery, flower beds or other plantings installed by or at the direction of any Lot Owner or Home occupants.

Homes. With respect to the Homes, the Association shall repair and replace the exterior brick, exterior siding, gutters and downspouts, roofs, flashing, metal chimney caps (but not flues), paint the exteriors, (except patio doors and windows) if not vinyl or aluminum clad, paint front door, and paint car egress garage door. The Association shall maintain the exterior lights on the front of the garages and porch lights at the front door of each Home (excluding front door bulb replacement). The Association shall not have the responsibility to: (i) maintain patio

lights, or lights on walkways between the Homes, (ii) repair or replace windows, window screens, window frames, window panes, or (iii) repair or replace exterior Home doors, storm doors and door frames; or (iv) repair or replace garage doors, garage door hardware, tracks or openers; or (v) maintain, repair or replace foundations (basement walls) of Homes, or (vi) maintain patios or decks, except for the "elevated decks" in Building 38. The Association shall also maintain, repair and replace the driveways servicing the Homes.

The Association may increase or decrease its maintenance responsibilities, provided such increase or decrease is approved in writing by the Owners of 67% of all Lots.

Other Lot Improvements. With respect to the other improvements on the Lots, the Association shall paint, repair and replace fences and maintain, repair and replace all walkways.

Any responsibility for maintenance, repair or replacement with respect to the Lots and Homes which is not the responsibility of the Association is the responsibility of and shall be made at the cost and expense of, the respective Owner(s) of such Lots or Homes.

Subject to the provisions of Section 6.02 below, the cost of all maintenance performed by the Association shall be funded from Maintenance Assessments.

The Association shall have an easement and right of access for maintenance and repairs as set forth in Sections 4.03 and 4.04 of this Declaration.

Section 6.02. Repairs and Maintenance Which Are Not Responsibility of the Association. Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 6.01 above but which is occasioned by a negligent or willful act or omission of a Lot Owner (including: (1) any family member, tenant, guest or invitee of such Owner; (2) any family member, guest or invitee of the tenant of such Owner; and (3) any guest or invitee of (i) any member of such Owner's family, or (ii) any family member of the tenant of such Owner) shall be made at the cost and expense of such Lot Owner. If such maintenance, repair or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Unit or Lot and such cost shall be added to that Lot Owner's Maintenance Assessment and, as part of that Assessment, shall constitute a lien on the Lot to secure the payment thereof.

Section 6.03. Quality and Frequency of Maintenance and Repairs. All maintenance, repair and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property. The Association may establish reasonable schedules and regulations for maintenance, repair and replacement of Property which it is obligated to maintain, repair or replace pursuant to Section 6.01, which schedules and regulations shall take into account the useful life of any painting and exterior materials and the enhancement and preservation of the appearance and value of such Property.

Section 6.04. Access for Repairs. The Association (and its employees, contractors and agents) shall, upon reasonable notice to the Owner(s), have the right to enter upon any portion of the Property and into and upon any Home at any reasonable hour to carry out its functions as provided for in this Article, except that, in an emergency, the Association shall have the right, without notice, to enter upon any portion of the Property and into any Home to make necessary repairs or to prevent damage to any Home or any portion of the Property. The repair of any damage caused in gaining access in an emergency shall be at the expense of the Association.

ARTICLE VII

ARCHITECTURAL CONTROLS

Section 7.01. Control by Association. Enforcement of those provisions of the Declaration pertaining to exterior appearance of the Property and control over any change in use or any additions, modifications or alterations to the exterior of any Home or other improvement on said Lot or other portion of the Property, visible from the exterior, shall be the responsibility of the Association, acting through the Board of Directors.

Section 7.02. Submission of Plans to Board of Directors. No exterior addition, modification or alteration, including change of color, shall be made on or to such Home, Lot or other portion of the Property or to the improvements located thereon, unless and until a plan or plans therefore, in such form and detail as the Board of Directors requires, have been submitted to, and reviewed and approved by, the Board of Directors. The Board of Directors may charge and collect a reasonable fee for the examination of plans submitted for approval.

Section 7.03. Basis for Disapproval of Plans by Board of Directors. The Board of Directors may disapprove any plans submitted pursuant to Section 7.02 above for any of the following reasons:

- a. failure of such plans to comply with any protective covenants, conditions and restrictions, including those contained in this Declaration, and which benefit or encumber the Lot or other portion of the Property;
- b. failure to include information in such plans as requested;
- c. objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking, height, bulk or appropriateness;

- d. incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity;
- e. failure of proposed improvements to comply with any zoning, building, health, or other governmental laws, codes, ordinances, rules and regulations;
- f. any other matter which in the judgment and sole discretion of the Board of Directors would render the proposed improvements, use or uses, inharmonious or incompatible with the general plan of improvement of the Property or portion thereof or with improvements or uses in the vicinity.

Section 7.04. Approval of Board of Directors. Upon approval or qualified approval by the Board of Directors of any plans submitted pursuant to Section 7.02 above, the Board of Directors shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record (together with such qualifications or conditions, if any), and, if requested by the applicant, shall provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or portion of the Property shall be final as to such Lot or portion of the Property and such approval may not be revoked or rescinded thereafter provided (i) the improvement or uses approved are not substantially changed or altered; (ii) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in this Declaration which benefit or encumber the Lot or portion of the Property, and (iii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance. Approval of any plans for use in connection with any Lot or portion of the Property shall not be deemed a waiver of the right of the Board of Directors to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or portion of the Property.

Section 7.05. Written Notification of Disapproval. In any case where the Board of Directors disapproves any plans submitted hereunder, the Board of Directors shall so notify the applicant in writing, together with a statement of the grounds upon which such action was based as set forth in Section 7.03 above. In any such case, the Board of Directors shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 7.06. Failure of Board of Directors to Act. If any applicant has not received notice of the Board of Directors approving or disapproving any plans within 35 days after submission thereof, said applicant may notify the Board of Directors in writing of that fact.

Such notice shall be sent by certified mail, return receipt requested. The plans shall be deemed approved by the Board of Directors not later than the later of:

- a. 15 days after the date of receipt of such second notice, if such second notice is given;
- b. 70 days after the date the plans were originally submitted.

Section 7.07. Board of Director's Right to Promulgate Rules and Regulations.

The Board of Directors may, from time to time, promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to the approval or disapproval of certain types of alterations, additions or modifications to improvements, or uses; provided, however, that no such rule or regulation shall be deemed to bind the Board of Directors to approve or disapprove any plans submitted for approval, or to waive the exercise of the Board's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of the Declaration or any applicable governmental law, code, ordinance, rule or regulation.

Section 7.08. Delegation of Functions. The Board of Directors may authorize its staff, committees, or individual members of the Board of Directors to perform any or all of the functions of the Board as long as the number and identity of such staff or members, and their functions and scope of authority have been established by a resolution of the entire Board of Directors. The approval or disapproval of plans by the staff member, individual member or committee will be subject, however, to the reasonable review of the Board of Directors, in accordance with procedures to be established by the Board.

Section 7.09. Records of Meetings; Regulations. The Board of Directors shall keep minutes of meetings and maintain records of all votes taken at meetings. The Board of Directors shall make such records and current copies of its rules and regulations available at a reasonable place and at reasonable times for inspection by all persons.

Section 7.10. Liability of Board of Directors. No action taken by the Board of Directors or any member, committee, employee or agent hereof, shall entitle any person to rely thereon, with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of any Lot or other portion of the Property. Neither the Association, nor any member, committee, employee or agent shall be liable to anyone submitting plans to them for approval or to any Lot Owner, member, or any other person, in connection with any submission of plans, or the approval or disapproval thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person or other entity submitting plans to the Board of Directors agrees, by submission of such plans, that no action or suit will be brought against the Association or the Board of Directors (or any member, committee, employee or agent thereof) in connection with such submission.

Section 7.11. Architectural Certificate. Upon written request of any Owner, lessee or occupant (or any prospective Owner, lessee, mortgagee, or title insurer) of a Home or other portion of the Property, the Board of Directors shall, within a reasonable period of time, issue and furnish to the person or entity making the request, a certificate in writing ("Architectural Certificate") signed by a member of the Board of Directors stating, as of the date of such Certificate, whether or not the Lot or other portion of the Property, or any improvements thereon, violates any of the provisions of the Declaration pertaining to exterior appearance, design or maintenance and describing such violations, if any. A reasonable charge, as determined by the Board of Directors, may be imposed for issuance of such Architectural Certificate. Any such Architectural Certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and the party to whom such Certificate was issued.

Section 7.12. Restrictions on Change of Architectural Controls, Rules or Regulations. The controls set forth in this Article VII and any rules or regulations shall not, by act or omission, be changed, waived or abandoned, unless consented to in writing by not less than 67% of the total votes of all Owners voting in person or by proxy, written notice of which change shall be sent to all Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association at least 30 days in advance of the date or initial date set for voting thereon and shall set forth the purpose of the vote. In addition, any such change, waiver or abandonment shall not be made if lending institutions, which together are first mortgagees of 51% or more of the Homes, advise the Association in writing, prior to the date or initial date set for voting on the proposed charge, waiver or abandonment, that they are opposed to such action, which opposition must not be unreasonable.

ARTICLE VIII

PARTY WALLS AND ENCROACHMENTS

Section 8.01. Party Walls. A wall shall be considered a party wall where all of the following conditions are met:

- a. the wall is built as part of the original construction of the Homes; and
- b. the wall is an interior wall of a Building; and
- c. the wall serves as a common wall of two (2) adjoining Homes, whether or not the wall is on the dividing line between such Homes.

Section 8.02. Maintenance of Party Walls. Each Home Owner whose Home contains a party wall shall have an easement to enter upon the Lot and within the Home with which the party wall is shared to effect necessary repairs or maintenance of such party wall.

Each Owner shall be responsible for the ordinary maintenance and repair of such Owner's respective side of a party wall. If it shall become necessary to make substantial repairs to or rebuild a party wall, the cost of such repairing or rebuilding shall be borne equally by the Owners of the two (2) Homes which share such wall.

In any event where it is necessary for a Home Owner (or said Owner's authorized employees, contractors or agents) to enter upon a Lot or within a Home owned by another for purposes of maintaining a party wall, such right shall be exercised upon reasonable notice to the adjoining Owner, shall be limited to reasonable times, and shall be exercised so as not to unreasonably impair the right of the adjacent Owner to the use and quiet enjoyment of said adjacent Unit.

Section 8.03. Exposure of Wall. An Owner who, by negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by, such elements.

Section 8.04. Materials Used. If and when any party wall is repaired or rebuilt, it shall stand upon the same place and be of the same or similar materials as the original wall.

Section 8.05. Destruction of Party Wall. In the event of destruction of a party wall by fire or other casualty, to the extent that such damage is not repaired out of the proceeds of the insurance covering the hazard, the Owner of any Home which used the wall may restore it. The Owner who undertakes such restoration shall be entitled to a contribution (equaling one-half (1/2) the cost of such restoration) from the Owner of the other Home which shares such wall. Such right to contribution shall not be construed, however, to limit in any degree, the right of an Owner to seek a greater contribution if so entitled under the law of the State of New York regarding liability for negligent or willful acts or omissions.

Section 8.06. Encroachments or Projections. If any Home encroaches or projects up to two (2) feet upon or over any other Home or Lot or upon or over any portion of the Association Property or if any deck or patio servicing a Home encroaches or projects upon or over any portion of the Association Property as a result of: (i) original construction; (ii) settling or shifting; or (iii) replacement, as a result of fire, condemnation, eminent domain proceedings or proceedings of similar import and effect; such encroachment or projection shall be permitted and a valid easement for such encroachment or projection and the maintenance thereof shall exist so long as such improvements shall stand. If such encroachment or projection occurs as a result of replacement, the encroachment or projection must be inadvertent in order for a valid easement to exist.

ARTICLE IX

INSURANCE AND RECONSTRUCTION

Section 9.01. Insurance to be Carried. The Board of Directors of the Association shall obtain and maintain (and review at least once each year), with such deductible amounts as the Board of Directors shall deem appropriate: (1) fire and casualty insurance, (including flood insurance, if required for the mortgaging of individual Units); (2) liability insurance for occurrences on the Association Property; (3) directors' and officers' liability insurance covering wrongful acts of officers and directors of the Association; and (4) fidelity bond covering those who handle Association funds, as follows:

1. Fire and Casualty. The policy shall cover the interests of the Association, the Board of Directors and all Home Owners and mortgagees as their interests may appear. Coverage shall be for the full replacement value, if available, (without deduction for depreciation) of all improvements on the Property under the "single entity" concept, i.e. covering the Homes as initially built and including the wall to wall carpeting, lighting fixtures, bathroom fixtures, kitchen appliances, wall coverings, and all machinery servicing the Homes and common facilities, and, at the option of the Board of Directors, improvements and betterments (including upgrading of appliances, kitchen cabinets, carpeting, and lighting fixtures, etc. made by present or prior Lot or Home Owners or occupants, excluding (i) the land, and (ii) the personal property of Home Owners and occupants.

The policy shall have the following provisions, endorsement and coverages:

(i) extended coverage, including sprinkler leakage (if applicable), debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; (ii) inflation guard, (iii) coverage for loss of maintenance assessments from Owners forced to vacate because of fire or other insured against casualty; (iv) waiver of any right to claim by way of subrogation against individual Owners and the members of their households and families, the Association, the officers and directors of the Association, and the managing agent, if any, for the Association; (v) that the insurance purchased by the Board of Directors shall be deemed primary coverage and any policies obtained by individual Owners or mortgagees shall be deemed excess coverage and that the insurance obtained by the Board of Directors shall in no event be brought into "contribution" with insurance purchased by individual Owners or mortgagees; (vi) a provision that the policy cannot be cancelled, invalidated or suspended because of the act or neglect of someone over whom the insured has no control; (vii) a provision that the policy may not be cancelled (including cancellation for non-payment of premium), substantially modified, invalidated or suspended, without at least 30 days prior written notice to all of the insureds, (10 days notice for non-payment of premium), including all mortgagees of Homes reported to the insurance carrier or its agent; and (viii) a provision that adjustment of loss shall be made by the Board of Directors.

Prior to obtaining any new fire and casualty insurance policy, the Board of Directors shall obtain an appraisal from an insurance company or from such other source as the Board of Directors shall determine to be acceptable as to the full replacement value (without deduction for depreciation) of the improvements on the Property (exclusive of land and foundations) for the purpose of determining the amount of fire and casualty insurance to be effected pursuant to this Section.

Flood Insurance. If any portion of the Property is located in an area identified by the Federal Secretary of Housing and Urban Development as having special flood hazards, the Board of Directors shall obtain, if available, a policy of flood insurance covering the Units and other insurable improvements on the Property or portion thereof located entirely or partially in the flood hazard area. Such coverage shall be the maximum coverage available under the National Flood Insurance Program or 100% of the current replacement cost of all such Units and other insurable property, whichever is less.

The proceeds of all policies of physical damage insurance, if \$75,000.00 or less, shall be payable to the Association, and if \$75,000.00 or more, to an insurance trustee (bank, trust company or law firm) selected by the Board of Directors of the Association to be applied for the purpose of repairing, restoring or rebuilding unless otherwise determined by the Owners pursuant to Section 9.02 of this Declaration. This \$75,000.00 limitation shall increase automatically by 5% each calendar year after the year in which this Declaration is recorded and may be further raised or lowered from time to time upon approval of not less than two-thirds ($\frac{2}{3}$) of the entire Board of Directors. All fees and disbursements of the insurance trustee shall be paid by the Association and shall be a common expense of all Owners.

The policy shall contain the standard mortgagee clause in favor of mortgagees which shall provide that any loss shall be payable to a mortgagee as its interest shall appear; subject, however, to the loss payment provisions in favor of the Board of Directors. The obligation to restore or reconstruct after damage due to fire or other casualty supersedes the customary right of a mortgagee to have the proceeds of insurance coverage applied to the mortgage indebtedness.

The Association, each Owner and such Owner's known mortgagee shall be acknowledged on the policy, as their interests may appear. Each Owner and such Owner's known mortgagee shall receive, at the time of purchase and at the time a new policy is obtained or an existing policy renewed, a certificate evidencing proof of insurance coverage.

Duplicate originals of the policy, all renewals thereof, and any certificates or endorsements to the policy, together with proof of payment of premiums, shall be furnished by the Board of Directors to all mortgagees of Lots requesting the same, for a reasonable charge.

2. Liability. The liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Owners as their interests may

appear, but not the liability of Owners arising from occurrences within such Owner's Home or on such Owner's Lot. The policy shall include the following endorsements: (i) comprehensive general liability including bodily injury, property damage and personal injury, (libel, slander, false arrest, and invasion of privacy), (ii) medical payments, (iii) cross liability under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured, (iv) "severability of interest" precluding the insurer from denying coverage to an Owner because of negligent acts of the Association or any other Owner, (v) contractual liability, and (vi) deletion of the normal products exclusion with respect to events sponsored by the Association.

Coverage may not be canceled or suspended (including cancellation for nonpayment of premium) or substantially modified without at least 30 days' prior written notice to the insureds (10 days for non-payment of premium), including all known mortgagees of Homes or Lots as shown on the records of the Association. The Board of Directors shall review such coverage at least once each year.

This public liability insurance shall be in a combined single limit of \$1,000,000.00 covering all claims for bodily injury and property damage arising out of a single occurrence.

3. Directors' and Officers' Liability. Any directors' and officers' liability insurance obtained by the Board of Directors shall cover the "wrongful" acts (wrongful performance or failure to perform) of a director or officer of the Association. The policy shall be on a "claims made" and shall include all prior officers and members of the Board of Directors, and any deductible provision shall apply only to each claim. The policy shall provide for "participation" by the Association or by the officers or directors of the Association only to the minimum extent permitted by law or applicable government regulations.

4. Fidelity Bond. The fidelity bond shall cover all directors, officers and employees of the Association and the Association's managing agent, if any, who handle Association funds. The bond shall name the Association as obligee and be in an amount not less than a sum equal to three months' aggregate assessments on all Lots, plus the amount of reserves and other funds on hand. It shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and shall provide that the bond may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 30 days' prior written notice to the Association and to all institutional first mortgagees of Lots whose names appear on the records of the Association.

The Board of Directors shall, at the request of any Owner, Home mortgagee, or prospective Owner or Home mortgagee, increase the amount of such bond to meet the reasonable requirements of any existing or proposed holder or insurer of any mortgage made or to be made on any Home.

Other Insurance. The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage."

No Liability for Failure to Obtain Above Coverages. The Board of Directors shall not be liable for failure to obtain any of the coverages required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost.

Deductible. With respect to property insurance, the deductible shall apply to each occurrence, not each item of damage. The Association may pay the portion for which an individual Owner is responsible, and the amount so paid, together with interest and costs of collection (including attorney's fees), shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration. (See Section 9.02 regarding responsibility for payment of deductible.)

Section 9.02. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of any Home or Homes, insured through insurance obtained by the Board of Directors, as a result of fire or other casualty, the Board of Directors shall notify all mortgagees of such Home or Homes as indicated on the records of the Association and shall arrange for the prompt repair and restoration of the damaged property and the Board of Directors, or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments; provided, however, that if three-fourths ($\frac{3}{4}$) or more of the Homes in a Building are destroyed or substantially damaged and the Owners of 75% or more of all Lots and of all Lots in the Building decide within 90 days after such damage or destruction not to proceed with repair or restoration, the net proceeds of insurance policies, if any, shall be divided among the Owners in proportion to the damage, as determined by the insurer, to their insured property in relation to the total damage (including demolition) to all the insured property, provided, however, that no payment shall be made to an Owner until there has first been paid off out of such Owner's share of such funds all liens on such Owner's Lot.

In the event that insurance proceeds are, for any reason, insufficient to pay all of the costs of restoring or repairing the property to the same condition as formerly existed, the Board of Directors shall levy a special assessment to make up the deficiency against the Owners of the damaged property, which special assessment shall be levied in proportion to the damage, as determined by the insurer, to their insured property in relation to the total damage to all the insured property. If the Board of Directors cannot reasonably determine the allocation of damage among Homes and Association Property, the insufficiency of funds can be deemed a common expense.

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In the event of damage or destruction of any Home or other improvements on the Property as a result of fire or other casualty covered by insurance obtained by or through the Association, the **deductible amount** of any insurance proceeds shall apply to each occurrence, not to each item of damage, and shall be funded as follows:

1. If the property damaged is from improvements which the Association has the responsibility to maintain, the Association shall be responsible for the deductible amount, except that, if the cause of such damage is the result of gross negligence or the wantonly malicious act of any Owner (or of a member of such Owner's family or of a tenant of such Owner or of a guest or invitee of such Owner or of a member of such Owner's family) the Owner shall be responsible for such deductible amount.
2. If the property damaged is from or within a Home or from any utility line or conduit which services such Home or other Homes, whether located within or without the Home, the Owner or Owners of such Home shall be responsible for the deductible amount.

In the event of damage to or destruction of any common property or facility of the Association, insured through insurance obtained by the Board of Directors, as a result of fire or other casualty, the Board of Directors shall (i) promptly send written notice of such damage or destruction to all institutional first mortgagees whose names appear on the records of the Association and to the insurance trustee, if any, and the Board of Directors or the insurance trustee, as the case may be, shall (ii) arrange for the prompt repair and restoration of the damaged property and (iii) disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the insurance proceeds exceed the cost of repair and reconstruction of such Association Property, no Owner or any other party shall have priority to receive any portion of such surplus over such Owner's mortgagee.

Section 9.03. Insurance Carried by Home Owners. Each Home Owner has the right, at such Owner's expense, to obtain insurance for such Owner's benefit, including: (1) fire, casualty and theft coverage for such Owner's personal property; (2) coverage for such Owner's personal liability within such Owner's Home and on such Owner's Lot; and (3) fire and casualty insurance coverage for "improvements and betterments" to such Owner's Home or Lot which may not be covered by fire and casualty insurance obtained by or through the Association, provided, however, that: (i) such policies contain waivers of subrogation, if available; and (ii) the liability of the carriers issuing insurance procured by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by the Owner.

ARTICLE X

GENERAL COVENANTS AND RESTRICTIONS

Section 10.01. Advertising and Signs. No signs or other advertising device of any nature shall be placed for display to the public view on any Lot or other portion of Property (including temporary signs advertising property for sale or rent) except with the consent of the Board of Directors. A "For Sale" or "For Rent" sign may be displayed in one front window and on the garage.

Section 10.02. Animals, Birds and Insects. Unless a waiver is granted by the Board, Owners are allowed no more than two (2) dogs or cats in their Home. No reptiles or insects are allowed. The Board of Directors of the Association may: (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. The Board of Directors of the Association shall have the right to require any Home Owner (or any tenant of any Home Owner, or any family member or guest of any Home Owner or tenant) to dispose of any animal or bird, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal or bird is creating a nuisance because, e.g., the Home Owner does not clean up after the animal, the animal is too noisy, or the animal is not properly controlled.

Section 10.03. Operation of Snowmobiles, Motorcycles, All Terrain Vehicles or Similar Motor Vehicles. The operation of snowmobiles, motorcycles, all terrain vehicles or similar vehicles is prohibited within the Property unless authorized by the Association's Board of Directors.

Section 10.04. 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 material (all of which are referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate, outdoors on any portion of the Property, except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours of a scheduled pick-up, at such place on the Lot or other portion of the Property designated by the Board of Directors, so as to provide access to persons making such pick-up. The Board of Directors may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property. All facilities for the storage or disposal of trash, shall be kept in a clean and sanitary condition.

Section 10.05. Skateboards, Rollerskates and Rollerblades. No skateboards, rollerskates or rollerblades may be used on the property.

Section 10.06. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents thereof. 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 regulation or other governmental law, ordinance or code.

Section 10.07. Dwelling in Other Than Residential Units. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property except with the consent of the Board of Directors of the Association.

Section 10.08. Television and Communication Antennas. No outside television, radio, "C.B." or other communication antenna shall be erected on any Lot or other portion of the Property except with the consent of the Association's Board of Directors, or unless permitted pursuant to the Federal Communications Commission (FCC) adopted regulations (OTARD Rule), as amended. The Board of Directors will designate the location of the installation.

Section 10.09. Trees and Other Natural Features. No trees shall be removed from any portion of the Property except with the permission of the Association's Board of Directors. The Association's Board of Directors in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property.

Section 10.10. Residential Use Only. Except as provided in Section 10.11 below, the Property shall be used only for residential purposes and purposes incidental and accessory thereto.

Section 10.11. Commercial and Professional Activity on Property. No wholesale or retail business, including any salon, studio, laboratory, home industry or medical or dental office shall be conducted in or on any Lot or other portion of the Property without the consent of the Board of Directors. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

Section 10.12. No Outdoor Repair Work. With respect to a Lot or other portion of the Property, no extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on such Lot or portion thereof, except with the consent of the Association's Board of Directors.

Section 10.13. No Oversized, Commercial, Recreational, or Unlicensed Vehicles, Camper Bodies, Boats or Trailers. Unless used in connection with the maintenance of the Property, or unless garaged or otherwise consented to by the Board of Directors of the Association, the following shall not be permitted to be parked on the Property:

- a. oversized vehicles (vehicles which will not fit into a garage);
- b. commercial vehicles (as determined by the Board in its sole discretion);
- c. recreational vehicles;
- d. unlicensed motor vehicles of any type;
- e. camper bodies;
- f. boats or trailers.

Section 10.14. Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted within the Property.

Section 10.15. Lease of Entire Home Only. An Owner shall not lease any portion of a Home (other than the entire Home).

Section 10.16. Protective Screening and Fences. No fence, wall or screen planting of any kind shall be planted, installed or erected upon any Lot or other portion of the Property unless approved by the Board of Directors. No fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 10.17. Use of Garages. Garages are to be used only for the parking of motor vehicles and the storage of household and other personal property. Garages shall not be used as screened-in living or patio areas. Garage doors shall be kept shut except when in use to permit the entry or departure of a motor vehicle, or for access for the storage of personal or household property.

Section 10.18. Initial Lease Term of a Home. Lease of a Home shall be for an initial Term of no less than one year, and Board of Directors approval is required before a Home can be leased so as to comply with the requirements of Section 10.19 below. The Owner shall notify the management company as to the name(s) of the Tenant(s).

Section 10.19 Limit on Number of Homes Leased. Only 5% of the Homes in the Association may be leased at any time. Accordingly, Board of Directors approval of a lease of a Home is required before a lease may be executed.

ARTICLE XI

ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION

Section 11.01. Declaration Runs With the Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to the Declaration) covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of the Declaration including personal responsibility for the payment of all charges that may become liens against his, her or its property and which become due while he, she or it is the Owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 11.02. Enforceability.

a. Actions at Law or Suits in Equity. The provisions of the Declaration shall bind the Property and shall be construed as running with the land and shall inure to the benefit of and be enforceable by the Association (being hereby deemed the agent for all of the Owners), and by any member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure momentarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

b. Penalties and Fines. In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation of this Declaration or of the By-Laws or of the rules and regulations of the Association or any committee of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or 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 an Owner shall be deemed a Special Assessment against the Lot of such Owner or on which the Home occupied by such occupant is located and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration.

Section 11.03. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior or subsequent thereto. No liability shall attach to the Association (or any officer,

director, employee, member, agent, committee or committee member) or to any other person or organization for failure to enforce the provisions of the Declaration.

Section 11.04. Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is: (1) the Owner; or (2) any family member, tenant, guest or invitee of the Owner; or (3) a family member or guest or invitee of the tenant of the Owner; or (4) a guest or invitee of (i) any member of such Owner's family or (ii) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot owned by such Owner.

Section 11.05. Notification to Association of Mortgagees and Default Notices to be Sent to Mortgagees. The Association shall be notified by each Owner or such Home Owner's mortgagee of the name and address of the mortgagee of any mortgage on such Owner's Home. Upon receipt of such notice, the Association shall thereafter provide such mortgagee with a duplicate copy of any notice of default sent to such Owner with regard to the violation, by such Owner, of any provision of this Declaration.

Section 11.06. Amending Declaration. The Association, may make amendments to this Declaration to correct omissions or errors, which amendments shall not substantially or adversely modify rights of any Owner without such Owner's written consent.

The Board of Directors shall hold a Hearing in accordance with Section 4.06 herein for the purpose of considering such proposed amendment. Notice shall be given as required by Section 4.06.

The date or initial date for the canvass of the vote on the proposed amendment shall be not less than 30 nor more than 45 days after the Hearing. Notice of such vote, containing the date, time and place of the canvass thereof and a copy of the proposed amendment, with such changes as the Board of Directors shall have made as a result of the written and oral comments received at the Hearing, and a form of ballot shall be mailed or delivered by the Board of Directors to all Owners not less than 14 days prior to the date or initial date set for the canvass thereof.

The affirmative vote of Owners of 67% or more of the total number of Lots shall be required for approval of a proposed amendment, except that no amendment which substantially affects the interest of any lending institution shall be effective if lending institutions which together are first mortgagees on 51% or more of the Homes advise the Association in writing, prior to the date or initial date set for voting on the proposed amendment, that they are opposed to such amendment, which opposition must not be unreasonable. Written notice of any proposed amendment which substantially affects the interest of any lending institution first mortgagee shall be sent to all such lending institution first mortgagees whose names appear on

shall be final and binding as to all persons or property benefitted or bound by the provisions hereof.

Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interests of the Owners and residents of the Property for the purpose of preserving and maintaining the Property as a high quality community.

In granting any permit, authorization, or approval, as herein provided, the Association may impose any conditions or limitations thereon as it shall deem advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding paragraph hereof.

Section 11.11. Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 11.12. Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 11.13. Effect of Unenforceability or Invalidity of Provision of Declaration. The determination by any court that any provision of this Declaration is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

ARTICLE XII

GENERAL

Section 12.01. Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretation of the content thereof.

Section 12.02. Notice. Any notice required to be sent to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person or entity appearing as Owner or mortgagee on the records of the Association at the time of such mailing.

Section 12.03. Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation or trust and, upon such assignment, the successor corporation or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the successor corporation or trust had been an original party, and all references herein to the Board of Directors shall refer to the board of directors (or trustees) of such successor corporation or trust. Any such assignment shall be accepted by the successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association. If, for any reason, the Association shall cease to exist without having first assigned its rights hereunder to a successor corporation or trust, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition the court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation or trust to take over the duties and responsibility of the entity to exist, subject to the conditions provided for herein with respect to an assignment and delegation to a successor corporation or trust.

Section 12.04. Right of Association to Transfer Functions. Unless otherwise specifically prohibited herein or within the Certificate of Incorporation or By-Laws of the Association, any and all functions of the Association shall be fully transferable in whole or in part to any other homeowners' or residents' association or similar entity.

Attached to this Amendment is a Certification of the Board of Directors of the Association certifying that the required consents of 75% or more of the Members has been received and filed with the Board of Directors.

CONCORD SQUARE HOMES ASSOCIATION, INC.

By *Cynthia G. Plonczynski*

STATE OF NEW YORK

)

)SS.:

COUNTY OF MONROE

)

On the 19th day of August in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared CYNTHIA G. PLONCZYNSKI, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, **or the person upon behalf of which the individual acted**, executed the instrument.

Sharon Harrison

BFLO Doc # 1119318.1

SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 20 **03**

CERTIFICATION OF RECEIPT OF CONSENT
OF MEMBERS

The undersigned being ✓ all, a majority of the Members of the Board of Directors of the CONCORD SQUARE HOMES ASSOCIATION, INC., (the "Association") do hereby certify, pursuant to Article X, Section 3 of the Concord Square Homes Declaration recorded in the Monroe County Clerk's Office in Liber 4410 of Deeds at page 138 that:

1. Consents to the above Restated Declaration have been received from those Owners of the Lots as set forth on EXHIBIT "I" attached hereto and have been filed with the Board of Directors;
2. ~~MONROE COUNTY CLERK'S OFFICE~~ ~~Commission Expires March 23, 20~~ ~~Monroe County, New York~~ ~~Notary Public, State of New York~~ ~~James B. Harrison~~ the number of Owners consenting thereto exceeds the minimum number required to amend pursuant to Article X, Section 3 of the Concord Square Homes Declaration; and
3. All Members have been given or have waived the proper notice as required.
4. No lending institutions have objected to the Amendment.

~~MONROE COUNTY CLERK'S OFFICE~~
~~Commission Expires March 23, 20~~
~~Monroe County, New York~~
~~Notary Public, State of New York~~
~~James B. Harrison~~

James B. Harrison
Frank J. Zaccaro
Deed

Paul J. Zaccaro

Kenneth W. H. H. H.

Douglas M. Bement
Pyritia S. Ploszyrski

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

On the 19th day of August, in the year 2002, before me, the undersigned personally appeared Suzanne M. Bement, personally known to me or proved to me on the same basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Sharon Harrison
Notary Public

SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 2003

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

On the 19th day of August, in the year 2002, before me, the undersigned personally appeared Cynthia Plonczynski, personally known to me or proved to me on the same basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Sharon Harrison
Notary Public

SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 2003

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

On this 19th day of Aug, 2002, before me, the subscriber(s), personally appeared _____, to me personally known to be the same person(s) described in and who executed the foregoing instrument and the he/she duly acknowledged to me that he/she executed the same.

Notary Public

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

On the 19th day of August, in the year 2002, before me, the undersigned personally appeared James B. Harrison, personally known to me or proved to me on the same 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.

Sharon Harrison
Notary Public

SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 20 03

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

On the 19th day of August, in the year 2002, before me, the undersigned personally appeared Joan M. Keegan, personally known to me or proved to me on the same basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Sharon Harrison
Notary Public

SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 20 03

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

On the 19th day of August in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared HOWARD JACKSON, 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.

Sharon Harrison
Notary Public

37a SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 20 03

Declaration

EXHIBIT I

Concord Square Homes Association
Voter List for Approval of Revised
By-Laws and Declaration - August 2002

Unit # Name

4	Pamela Patridge Charlotte Watkins	58	Leigh Ann Winn
6	Robert & Evelyn Ambrose	60	Marlene Cole
8	Mary Qualdieri	62	Clark Fellers
10	Jerry & Elizabeth Mancini	66	Ruth Larsen
14	Ross Cann	68	Richard Talia
16	Mary Ellen Paley	70	Donald & Anne Shannon
18	Beverly A. Miller	72	Richard & Patricia Hughes
22	Donatella Young	76	Joyce Patridge
24	Richard & Shelia Weinberger	78	Marilyn Goodbody
34	Mary Priest Combes	80	Howard & Dorothy Jackson
36	Irene Speers	82	Dolores Castelli
42	James Condon	84	Anne Miller
46	Florence McConnell	86	John & Thelma Girvin
48	Roger & Betty Quinn	88	Paul & Joan Alfano
50	Edith Powderly	90	Anita Weiland
52	Gertrude Mack	94	Cynthia Plonczynski
54	Gregory & Joanne Sheldon	96	Gretchen Hartman
56	George & Ruby Yuan	98	Philip Teicher

SCHEDULE A

LANDS COVERED BY THE DECLARATION

ALL THAT TRACT OR PARCEL OF LAND, comprising approximately 13.174 acres, more or less, situate in Town Lot 26, Township 13, Range 4 of the Town of Penfield, County of Monroe, State of New York, all as shown on a map prepared by Sear, Brown, Schoenberger, Costich & Maletta, Consulting Civil Engineers and Land Planners in Rochester, New York, said map being map number 892.02-19, dated August 10, 1971, and being more particularly bounded and described as follows:

BEGINNING at a point on the common line between the towns of Penfield and Perinton at a distance of 183.00 feet from the centerline of Fairport-Nine Mile Point Road as measured at right angles to said centerline of Fairport-Nine Mile Point Road; thence

(1) ~~N46°01'10" W~~ N46°01'10" W, along said common line between towns of Penfield and Perinton, a distance of 1110.52 feet to the southwesterly corner of Windsor Square Phase II (now known as Concord Square); thence

(2) N4°02'35" E, along the westerly boundary of Windsor Square Phase II (now known as Concord Square) a distance of 318.90 feet to the southerly right-of-way of New Wickham Drive; thence

(3) S85°57'25" E, along the southerly right-of-way of New Wickham Drive, a distance of 135.00 feet to a point of curvature; thence

(4) Easterly and curving to the left along a curve of radius of 680.00 feet, said curve of radius of 680.00 feet, said curve being the southerly right-of-way of New Wickham Drive, a distance of 600.81 feet to a point of reverse curvature; thence

(5) S85°23'20" E, along the southerly right-of-way of New Wickham Drive, a distance of 509.27 feet to a point of tangency; thence

(6) S85°23'20", E, along the southerly right-of-way of New Wickham Drive, a distance of 11.31 feet to a point that is perpendicularly 183.00 feet west of the centerline of Fairport-Nine Mile Point Road; thence

(7) S4°36'40", W, along the easterly boundary of Windsor Square Phase II (now known as Concord Square) and parallel and perpendicularly 183.00 feet west of the center line of Fairport-Nine Mile Point Road, a distance of 774.56 feet to the point of beginning.

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

On the 19th day of August in the year 2002, before me, the undersigned personally appeared Paul J. Alfano, personally known to me or proved to me on the same 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.

Sharon Harrison

Notary Public

SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 2003

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

On the 19th day of August in the year 2002, before me, the undersigned personally appeared Kenneth M. Mosher, personally known to me or proved to me on the same 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.

Sharon Harrison

Notary Public

SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 2003

Unit # Name

100	Mary Lou Barr	152	David & Julie Root
104	Kathleen & Edwin VanSchaick	154	Ralph & Anne Domizio
108	Lyman & Suzanne Bement	156	Robert & Dorothy Styles
110	Ronald & Margaret Welkley	160	Rebecca Fiorvanti
112	Ronald Barber	162	Susan Felice
114	Richard & Anne Neeck	164	Michael & Elaine Lasser
116	Otto Mechler	170	Eleanor Najder
118	Concetta Mandalero	172	Loren D. Anderson
120	Margaret Arrison	176	Robert & Patricia Barkin
122	Joseph & Joan Keegan	178	Dennis Smoll
124	Daniel & Jeanne Shiao	180	Dianne Lowe-Sterling
128	Harold Stopp	182	Bill Boring
130	Ceasar & Elizabeth Picchianti	184	Marge Burch
136	Hazel Carroll	186	Bob Ockenden
138	Alan & Mary Sleeman, Sr.	188	Sidney Schwab
140	Curtis Smith	190	Mary Jean Flanagan
142	Arlene Cook	192	Kathleen McGrath
144	Bob Vogt	196	John Merkel
146	Donald & Arlene Koerner	198	Jean B. Gargano
148	James & Sharon Harrison	200	Alberta Corcoran

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Unit # Name

202 Roger & Natalee Wilder

204 Dr. Thelma Papini

208 John Osuch

210 Dorothy Langenstein

212 Margaret Countryman

214 Gerald & Nancy Cummings

216 Anthony & Gloria Mastrella

218 Simone Mosher

220 Barbara Kausch

222 Judy Vangemert

SCHEDULE A

LANDS COVERED BY THE DECLARATION

ALL THAT TRACT OR PARCEL OF LAND, comprising approximately 13.174 acres, more or less, situate in Town Lot 26, Township 13, Range 4 of the Town of Penfield, County of Monroe, State of New York, all as shown on a map prepared by Sear, Brown, Schoenberger, Costich & Maletta, Consulting Civil Engineers and Land Planners in Rochester, New York, said map being map number 892.02-19, dated August 10, 1971, and being more particularly bounded and described as follows:

BEGINNING at a point on the common line between the towns of Penfield and Perinton at a distance of 183.00 feet from the centerline of Fairport-Nine Mile Point Road as measured at right angles to said centerline of Fairport-Nine Mile Point Road; thence

- (1) N86°01'10" W, along said common line between towns of Penfield and Perinton, a distance of 1110.52 feet to the southwesterly corner of Windsor Square Phase II (now known as Concord Square); thence
- (2) N4°02'35" E, along the westerly boundary of Windsor Square Phase II (now known as Concord Square) a distance of 318.90 feet to the southerly right-of-way of New Wickham Drive; thence
- (3) S85°57' 25" E, along the southerly right-of-way of New Wickham Drive, a distance of 135.00 feet to a point of curvature; thence
- (4) Easterly and curving to the left along a curve of radius of 680.00 feet, said curve of radius of 680.00 feet, said curve being the southerly right-of-way of New Wickham Drive, a distance of 600.81 feet to a point of reverse curvature; thence
- (5) Northeasterly and curving to the right, along a curve of radius, of 570.00 feet, said curve being the southerly right-of-way of New Wickham Drive, a distance of 509.27 feet to a point of tangency; thence
- (6) S85°23'20", E, along the southerly right-of-way of New Wickham Drive, a distance of 11.31 feet to a point that is perpendicularly 183.00 feet west of the centerline of Fairport-Nine Mile Point Road; thence
- (7) S4°36'40", W, along the easterly boundary of Windsor Square Phase II (now known as Concord Square) and parallel and perpendicularly 183.00 feet west of the center line of Fairport-Nine Mile Point Road, a distance of 774.56 feet to the point of beginning.

**RESTATED
BY-LAWS
OF
CONCORD SQUARE HOMES ASSOCIATION, INC.**

DATED: August 19, 2002

**RONALD S. SHUBERT, ESQ.
PHILLIPS, LYTLE, HITCHCOCK, BLAINE & HUBER, LLP
3400 HSBC Center
Buffalo, New York 14203
(716) 847-5491**

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**BY-LAWS OF
CONCORD SQUARE HOMES ASSOCIATION, INC.
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**BY-LAWS
OF
CONCORD SQUARE HOMES ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

These Restated By-Laws, made this 19th day of August, 2002, by the Owners representing more than 67% of the Lot Owners present at a meeting in person, by absentee ballot, or by proxy, being referred hereinafter as "the Owners",

WITNESSETH

Whereas the By-Laws of Concord Square Homes Association, Inc., were recorded in the Monroe County Clerk's Office on September 16, 1996, in Liber 8784 of Deeds at page 645; and

Whereas, the Owners wish to amend and restate the By-Laws of Concord Square Homes Association, Inc.; and

Whereas, pursuant to the By-Laws, Article XI, Section 1, 67% or more of the Owners have consented to this amendment; and

Now therefore, the Owners for themselves, their successors and assigns, amend and restate the By-Laws as hereinafter set forth.

Section 1.01. Name and Location. The name of the corporation is the Concord Square Homes Association, Inc. hereinafter referred to as the "Association". The principal office of the corporation shall be located at 224 New Wickham Drive, Penfield, New York 14526-2741.

ARTICLE II

DEFINITIONS

As used in these By-Laws, the following terms shall be defined as:

Section 2.01. Association. The Concord Square Homes Association, Inc., and its successors and assigns.

Section 2.02. Properties. The real property described in the Declaration of Covenants, Easements and Restrictions, the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.03. Common Area. The real property, including improvements, owned by the Association for the common use and enjoyment of the Owners.

Section 2.04. Lot. Any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 2.05. Owner. The owner of record, whether one or more persons or entities, of the title to any Lot which is part of the Properties.

Section 2.06. Member. The Owner of a Lot subject to the Declaration.

ARTICLE III

MEMBERS

Section 3.01. Membership in the Association. The Members of the Association shall be only the Owners.

Section 3.02. Voting Rights. Each Member shall have only one (1) vote. Any Member who is in violation of the Declaration, as determined by the Board of Directors of the Association, shall not be entitled to vote during any period in which such violation continues. Voting rights may be assigned as permitted by the Declaration. Absentee ballots and proxy voting shall be as permitted in Section 3.06 below.

Section 3.03. Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of the Declaration, the Certificate of Incorporation, these By-Laws, and the Not-for-Profit Corporation Law of the State of New York, as it deems advisable for any meeting of the Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.04. Corporate Members. Any votes of a corporate Member may be cast by an appropriate officer of such corporation.

Section 3.05. Joint or Common Ownership. If a Lot is owned by more than one person, as joint tenants, tenants by the entirety or as tenants in common, the persons owning such Lot shall reach agreement as to the matter voted upon and cast their vote for their Lot.

Section 3.06. Absentee Ballots and Proxy Voting. On any matter submitted to the Members for vote, other than the election of Directors of the Association, any Member entitled to vote may cast a vote without attending the meeting in question by filing a written statement with the Board of Directors prior to the meeting in question, specifying the issue on which the Member intends to vote and that the Member votes for or against the same. Members unable to attend a meeting at which Directors of the Association are to be elected shall be entitled to file an absentee ballot provided by the Board of Directors or may vote by a proxy which shall be in writing and shall be filed with the Secretary of the Association.

ARTICLE IV

MEETINGS OF MEMBERS

Section 4.01. Annual Meeting. There shall be an annual meeting of the Members held at the principal office of the Association, on the first Tuesday in June of each year or at such other date and time and at such place convenient to a majority of the Members as shall be designated by the Board of Directors, which meeting shall be for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

Section 4.02. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or at the request in writing of Members of the Association holding not less than one-third ($\frac{1}{3}$) of the votes entitled to be cast at the meeting.

Section 4.03. Notice of Meetings. Not less than seven (7) days or more than 60 days before the date of any Annual or Special Meeting of Members, the Association shall give to each Member entitled to vote at such meeting, written or printed notice stating the time and place of the meeting, and, in the case of a special meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting and the purpose or purposes for which the meeting is called. Such notice shall be delivered either by mail or by presenting it to the Member personally, or by leaving it at such Member's residence as shown on the records of the Association. If mailed, such notice shall be deemed to be given when deposited in the United States mail, addressed to the Member as it appears on the records of the Association. Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the Member entitled to such notice, whether before or after such meeting is held, or actual attendance at the meeting in person, shall be deemed equivalent to the giving of such notice to such Member. Any meeting of Members, annual or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Section 4.04. Quorum. Except as may otherwise be provided in these By-Laws, the presence in person or by proxy of Members having one-third ($\frac{1}{3}$) of total authorized votes of all Members shall constitute a quorum at any meeting of Members. If any meeting of Members cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may, without notice other than announcement to those physically present, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, and from time to time thereafter, until a quorum shall be present in person or by proxy. The quorum required in each reconvened meeting shall be one-half of the quorum required for the previous meeting. The act of two-thirds ($\frac{2}{3}$) of the Members present at a meeting at which a quorum was present shall be the act of the Members unless the act of a greater or lesser number is required by law, or by the Certificate of Incorporation of the Association, the Declaration or these By-Laws.

Section 4.05. Waiver and Consent. Wherever the vote of the membership is required by law, or by the Certificate of Incorporation of the Association, the Declaration or these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members 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 4.06. Actions Without a Meeting. All actions, except removal of a Director, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in a writing or writings signed by Members having the percentage of voting power required to take such action if it had been taken at a meeting. Such writings shall set forth the action so taken and shall be filed with the Secretary of the Association. A copy of such action when so approved shall be mailed promptly to all Members.

Section 4.07. Appointment of Inspectors of Election. The Board of Directors may, in advance of any meeting of the Members, appoint two or more inspectors to act at the meeting or at any adjourned meeting thereof. If inspectors are not so appointed in advance of the meeting, the person presiding at such meeting may, and on the request of any Member entitled to vote thereat shall, appoint two or more inspectors. In case any inspector appointed fails to appear or act, the vacancy may be filled by appointment made by the Board of Directors in advance of the meeting or at the meeting by the person presiding thereat. No person who is a candidate for the office of Director of the Association shall act as an inspector at any meeting of the Members at which Directors are elected. An inspector of elections need not be a member of the Association.

Section 4.08. Duties of Inspectors of Election. Inspectors of Election shall determine the number of Members entitled to vote, the Members represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots, or consents, determine the result, and to do such acts as are proper to conduct the election or vote with fairness to all Members.

Section 4.09. Order of Business at Annual Meeting. The order of business at Annual Meetings of Members of the Association shall be as follows:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Approval of minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of committees;
- (6) Appointment of inspectors of election, if any;
- (7) Election of Directors, if any;
- (8) Unfinished and/or old business;
- (9) New business;
- (10) Resident's Forum
- (11) Adjournment.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01. Number and Qualification of Directors. The business and affairs of the Association shall be managed by the Board of Directors. The Board of Directors shall consist of seven (7) persons. All Directors shall be: (i) Lot Owners; (ii) spouses of Lot Owners,

(iii) members or employees of a partnership Lot Owner; or (iv) officers, directors, shareholders, employees or agents of a corporate Lot Owner.

The number of members of the Board of Directors may be increased to seven (7) by an affirmative vote of a majority of the five (5) board members, or reduced to five (5) board members by an affirmative vote of a majority of the seven (7) board members.

The decision to increase or decrease the Board of Directors can only be made at the annual meeting of the Members as defined in Section 4.01 of these By-Laws.

Section 5.02. Election and Term. The term of office of members of the Board of Directors shall be fixed at three (3) years. Successors shall be elected to serve for terms of three (3) years, however, staggered terms shall be enforced so that no more than three (3) directors are elected each year. Members of the Board of Directors shall hold office until their successors have been elected. Tie votes shall be decided by a runoff election unless all parties tying agree to a drawing of lots. Voting shall be by secret written ballot which shall:

- a. set forth the number of vacancies to be filled;
- b. contain space for a write-in for each vacancy.

The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.03. Vacancies. Any vacancy in the Board of Directors occurring during the year may be filled by the Directors then serving, although less than a quorum, by affirmative vote of the majority thereof. Any Director so appointed by the Board of Directors shall hold office until the next succeeding annual meeting of the Members of the Association.

Section 5.04. Removal of Members of Board of Directors. Subject to the limitations as provided in this Section, at any regular or special meeting of Members, any one or more of the members of the Board of Directors elected by the Members may be removed with cause by the affirmative vote of not less than a majority of the Members or without cause by the affirmative vote not less than two-thirds ($\frac{2}{3}$) of the Members and a successor may then and there or thereafter be elected by the Members to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. In addition, the other Directors may, by the affirmative vote of not less than two-thirds ($\frac{2}{3}$) of the other Directors, declare the position of the Director vacant in the event the person filling such position (i) shall be absent from three (3) consecutive meetings or (ii) shall be absent from 50% or more of the regularly scheduled meetings of the Board of Directors in any fiscal year, or (iii) is physically incapacitated or has been judicially determined to be of unsound mind.

Section 5.05. Compensation. Directors shall not receive any compensation or salary for their services. Any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director. A Director who serves the Association in any other capacity, however, may receive compensation.

Section 5.06. Organizational Meeting. After the annual election the newly elected Board of Directors, shall meet at the principal office of the Association. The purpose will be the transition of Association business to include all financial transactions, a review of all outstanding contracts and updated status reports from all Association committees. At this time the new board will also elect its officers.

Section 5.07. Regular Meetings. Regular meetings of the Board of Directors shall be held not less than four (4) times a year at such places and at such times convenient to the Directors as may be designated from time to time by resolution of the Board of Directors.

Section 5.08. Special Meetings. Special meetings of the Board of Directors may be called at any time at the request of the President or any two (2) Directors after not less than two (2) days' notice to each Director. The person or persons authorized to call such special meeting of the Board may fix any place convenient to the Directors as a place for holding such special meeting. Any Director may, in a writing, signed by such Director, before or after the time of the special meeting stated therein, waive notice of any special meeting. The attendance of a Director at any special meeting shall constitute a waiver of notice of such special meeting. Neither the business to be transacted at, nor the purpose of, any special meeting, need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by the Certificate of Incorporation of the Association or by these By-Laws.

Section 5.09. Quorum and Voting. Unless otherwise provided in the Declaration, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. Except in cases in which it is provided otherwise by statute, by the Certificate of Incorporation, or by these By-Laws, a vote of a majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the Directors present may adjourn the meeting from time to time by majority vote of those Directors present, and without further notice, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted at the meeting which might have been transacted as originally called.

Section 5.10. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or of any committee thereof may be taken without a meeting, provided a written consent to such action is signed by all members of the Board of Directors or of such committee, as the case may be, and provided further that such written consent is filed with the minutes of proceedings of the Board or committee.

Section 5.11. Powers and Duties. The powers, duties and authority of the Board of Directors shall specifically include, but shall not be limited to the following:

- (a) Maintain, repair and replace, as necessary, all properties and facilities owned by the Association or for which the Association has maintenance, repair and/or replacement responsibilities as provided in this Declaration;
- (b) Determine and levy the maintenance assessments, special assessments and other charges as provided for in the Declaration, with recommendations from the finance committee;

Send written notice of each assessment to every Owner subject thereto at least thirty days in advance of each assessment period;
- (c) Collect, use and expend the assessments and charges collected for the maintenance, care and preservation and operation of the property of the Association, and the maintenance, care and preservation of the exteriors of the Units and other improvements to the Property;
- (d) To the extent it deems the same necessary and reasonable, procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees and procure and maintain adequate hazard insurance on such of the Association's real and personal properties and the Units;
- (e) Subject to the provisions of the Declaration, repair, restore or alter the properties of the Association after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- (f) Adopt and publish rules and regulations governing the use of the Property, and the personal conduct of the Members and other guests thereon, and establish penalties for infractions thereof;
- (g) Collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin, or seek damages from or impose penalties on Members for violations of the provisions of the Declaration or of any rules or regulations of the Association;
- (h) Pay all taxes owing by the Association, and filing tax returns;

- (i) Declare the office of a member of the Board of Directors to be vacant in the event such member: (i) shall be absent from three (3) consecutive meetings of the Board of Directors; or (ii) shall be absent from 50% or more of the regularly scheduled meetings of the Board of Directors in any calendar year; or (iii) is physically incapacitated or has been judicially determined to be of unsound mind;
- (j) Keep a complete record of the actions of the Board of Directors and the corporate affairs of the Association and present a statement thereof to the Members at the annual meeting of Members, or at any special meeting of Members when such a statement is requested in writing by not less than one-third (1/3) of the Members entitled to vote;
- (k) Issue, or cause to be issued, upon demand by any person, an "Assessment Certificate" as provided in the Declaration, setting forth the status of payment of assessments for any Lot;
- (l) Establish reserves or other segregations or allocations of Association funds for the repair and replacement of capital items and other expenses not anticipated to be incurred annually;
- (m) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Lot Owners by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration;
- (n) Enter into contracts;
- (o) Borrow money as permitted by the Declaration;
- (p) Employ a managing agent and such other persons or firms to perform such duties and services as the Board of Directors may authorize.
- (q) Suspend the voting rights and right to use the recreational facilities of a Member, after notice and hearing, for infractions of published rules or regulations.

Section 5.12. Managing Agent and Manager. The Board of Directors may employ for the Association a managing agent and/or a manager at a compensation established by

the Board of Directors, to perform such services and duties as the Board of Directors shall authorize.

ARTICLE VI

OFFICERS

Section 6.01. Officers. The officers of the Association shall be the President, one or more Vice Presidents, (the number thereof to be determined by the Board of Directors), the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint such other officers as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors.

Section 6.02. Election and Appointment of Officers. The elective officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors.

Section 6.03. Term and Vacancies. Each elective officer shall hold office until his or her successor shall have been duly elected, unless he or she shall sooner resign, or shall be removed or otherwise be disqualified to serve. The vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 6.04. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor to such office may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 6.05. President. The President shall be the chief executive officer, shall supervise the work of the other officers, shall preside at all meetings of Members and Directors, and shall perform such other duties and functions as may be assigned to him or her by the Board of Directors. He or she may sign, in the name of the Association, any and all contracts or other instruments authorized by the Board of Directors or these By-Laws.

Section 6.06. Vice President. Any Vice President shall be capable of performing all of the duties of the President. He or she may sign, in the name of the Association any and all contracts or other instruments authorized by the Board of Directors, and shall perform such other duties and functions as may be assigned to him or her by the President or by the Board of Directors.

Section 6.07. Secretary. The Secretary shall cause notices of all meetings to be served as prescribed in these By-Laws, shall record the votes and keep the minutes of all

meetings, and corporate records of the Association, shall keep records of the Members of the Association and the mortgagees of dwelling units on the Property, and shall perform such other duties as are assigned to him or her by the President or by the Board of Directors.

Section 6.08. Treasurer. The Treasurer shall have the custody of all monies and securities of the Association and shall keep or cause to be kept regular books and records. He or she shall account to the President and to the Board of Directors, whenever they may require it, with respect to all of his or her transactions as Treasurer and of the financial condition of the Association, and shall perform all other duties that are assigned to him or her by the President or by the Board of Directors.

Section 6.09. Other Officers. Such other officers as the Board of Directors may appoint shall perform such duties and have such authority as the Board of Directors may determine.

Section 6.10. Delegation of Authority and Duties; Control of Officers. In the absence of any officer of the Association, or for any other reason the Board of Directors may deem sufficient, the Board of Directors may delegate the power or duties, or any of them, of such officers, to any other officer or to any Director or the managing agent. In addition, the Board of Directors is authorized generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

Section 6.11. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds have adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

ARTICLE VII

COMMITTEES

Section 7.01. Advisory Standing Committee. The Board of Directors shall solicit volunteers from the remainder of the Association membership for a standing finance committee, which shall present to the Board the annual budget by the second week in March.

Section 7.02. Other Advisory Committees. The Board may also solicit volunteers for other advisory committees as needs arise. Such advisory committees shall advise and aid the members of the Board of Directors.

Section 7.03. Rules and Records. Each committee may adopt rules for its own governance consistent with the terms of the resolution of the Board of Directors designating the committee. Each committee shall report such proceedings to the Board of Directors as required

by the Board. The members of any committee shall not receive any compensation for their services.

ARTICLE VIII

FINANCE AND RECORDS

Section 8.01. Checks. All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association shall, unless otherwise provided by resolution of the Board of Directors, be signed by the President, or Treasurer and countersigned by one Director of the Association, provided that the President or Treasurer and Director so signing are not the same person.

Section 8.02. Fiscal Year. The fiscal year of the Association shall be the 12 months ending April 30 of each year, unless otherwise provided by the Board of Directors.

Section 8.03. Annual Reports. There shall be a full and correct statement of the financial affairs of the Association including a balance sheet and a financial statement of operation for the preceding fiscal year prepared by a public or certified public accountant and including a certificate signed by a public or certified public accountant to the effect that the financial statement presents fairly the financial position of the Association and the results of its operations in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding period except as specified therein. The statement of the financial affairs of the Association shall be prepared in accordance with the then current guidelines for "common interest realty associations" promulgated by the American Institute of Certified Public Accountants or any successor organization. Such audit shall be distributed to all Members and to all mortgagees of Lots who have requested the same, within 90 days after the end of each fiscal year.

Section 8.04. Record Keeping. The Board of Directors or the managing agent retained by the Board of Directors shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of Members, and financial records and books of account of the Association, including chronological listing of receipts and expenditures, as well as a separate account for each Lot which, among other things, shall contain the amount of each maintenance assessment, special assessment and other charges, if any, against such Lot, the dates when installments of assessments are due, the amounts paid thereon, and the balance remaining unpaid.

Section 8.05. Capital Reserve Funds.

- a. Capital reserve funds can only be spent on capital improvements, defined as improvements, with an estimated life of ten years or more, or an

estimated cost of \$10,000.00 or more. The Board of Directors shall first hold a Hearing on said proposed expenditure in accordance with the Hearing Procedure set forth in Section 4.06 of the Declaration. Not less than 10 nor more than 45 days after the Hearing, the Board of Directors shall: (i) for any expenditure for the construction (rather than the reconstruction, replacement or repair), of any capital improvement, or for any expenditure for an amount in excess of 20% of the then current amount of the annual Maintenance Assessment, obtain the consent of the Owners of 67% or more of all Lots who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all voting Lot Owners at least 30 days in advance, setting forth the purpose of the meeting; and (ii) for any expenditure, obtain the approval of not less than three-fourths (3/4) of the entire Board of Directors.

- b. All funds accumulated as capital reserves shall be separate from all other funds of the Association in one or more separate accounts. The minimum amount to be allocated to the Capital Reserve Fund on an annual basis shall be 13% of the total annual assessments plus all related capital reserve income after taxes. All funds so designated as capital reserves shall be used solely for the repair, replenishment or additions to the capital reserves of the Association and for no other reason. Capital Reserve Funds cannot be borrowed from to fund operating expenses.
- c. At the annual meeting of the Association, the Board shall report to the membership as to any proposed and actual expenditure from the capital reserve fund, and, its current balance.
- d. The Board of Directors, in order to deal timely with any emergency situation, (emergency defined as, such disasters as water main breaks, snow removal, or any other situation where the well being of the community is threatened), has the right to transfer up to \$10,000 (maximum amount per fiscal year) from the capital reserve fund (to the extent there is not sufficient money in the operating fund to pay for the emergency) to handle said emergencies. This will be decided by a majority vote of the Board of Directors.

Section 8.06. Books, Records and Legal Documents. The Board of Directors shall make available for inspection upon reasonable notice and during normal business hours, to existing and prospective Owners, tenants, title insurers, mortgagees, mortgage insurers and mortgage guarantors, current copies of the Declaration, By-Laws, Certificate of Incorporation, rules and regulations, budget, schedule of assessments, balance sheet and any other books, records and financial statements of the Association. The Board of Directors may furnish copies of such documents to such parties and may charge a reasonable fee to cover the cost of furnishing such copies.

ARTICLE IX

GENERAL POWERS OF THE ASSOCIATION

Section 9.01. Common Expenses. The Association, for the benefit of all the Lot Owners, shall pay for out of Association funds as common expenses, the following:

- a. Utilities and Related Facilities. The cost of maintaining and/or repairing all water and sewer lines servicing the Units and any utilities which costs are not otherwise directly charged or separately metered to individual Owners. In the event any utility service for a Lot is paid by the Association of a kind or nature not furnished to all Members, the Association shall charge monthly to the Owner of such Lot an estimated cost for such usage. However, the Association may discontinue payments of such utility service at any time, in which case each Owner shall be responsible for direct payment of such Owner's share of such expense as shall be determined by the Board of Directors of the Association.
- b. Insurance. Premiums for all insurance obtained as required or permitted by the Declaration.
- c. Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Association, and legal, accounting or other services or expenses necessary or proper in the conduct of the affairs of the Association or the enforcement or interpretation of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.
- d. Care of Association Property and Building Exteriors. The cost of lawncutting, landscaping, snow removal, maintenance, repair, replacement and rehabilitation of the property of the Association and the maintenance, repair and replacement of the exterior of the buildings containing the Units as required by the Declaration or determined to be appropriate by the Board of Directors from time to time.
- e. Certain Maintenance of Lots. The cost of the reasonable maintenance and repair of any improvement on a Lot if such maintenance or repair is necessary, in the discretion of the Board of Directors, for public safety or to protect the Association Property, and the Owner of such Lot has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity thereof delivered by the Association to

such Owner; provided that the Association shall levy an assessment against such Owner for the cost of such maintenance or repair.

- f. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Association or its property. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging such lien, and any costs incurred by the Association by reason of such lien shall be specially assessed against such Owner or Owners.
- g. Additional Expenses. The cost of any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, or other expenses which the Association is required or permitted to secure or pay for pursuant to the terms of the Declaration, these By-Laws, or by law or which in the opinion of the Board of Directors shall be necessary or proper for the maintenance and operation of the Association Property to preserve the Property as a first class community.

Section 9.02. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

Section 9.03. Miscellaneous Income. Except as may otherwise be provided in the By-Laws or in the Declaration, all monies received for the rental of or for the use of any Association Property or from any source other than Assessments shall be added to the Association's general fund and used to defray the items of common expense.

Section 9.04. Special Services. The Association may arrange for the providing of any special services and facilities for the benefit of such Members and/or occupants of Homes as may desire to pay for the same. Fees for such special services and facilities shall be determined by the Board of Directors and may be charged directly to the Members receiving such services, or paid from the Association's general funds and levied as a Special Assessment against the Members receiving such services.

Section 9.05. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through the Board of Directors or officers of the Association, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board of Directors shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 9.06 Acquisition, Lease, Sale or Exchange of Real Property. Whenever the Board of Directors determines to acquire, lease, sell or exchange real property or any interest

therein, the Board shall submit such acquisition, sale, lease or exchange to the vote of the Owners, and, upon the affirmative vote of the Owners of 67% or more of the Lots present in person or by proxy at an annual meeting or a special meeting duly held for such purpose, the Board of Directors may proceed with such acquisition, sale, lease, sale or exchange, in the name of the Association and on behalf of the Owners, and the costs and expenses incident thereto shall constitute part of the common expenses of the Association.

ARTICLE X

CORPORATE SEAL OPTIONAL

Section 10.01. Corporate Seal Optional. If decided by the Board of Directors, the Association shall have a seal in circular form having within the circumference thereof the full name of the Association.

ARTICLE XI

AMENDMENTS

Section 11.01. Alteration, Repeal or Amendment. These By-Laws may be modified, altered, repealed, amended or added to at any regular or special meeting of the Lot Owners provided that:

- a. a notice of the meeting containing a full statement of the proposed modification, alteration, repeal, amendment or addition has been sent to all Members and mortgagees as listed on the records of the Association, not less than 10 nor more than 40 days prior to the date or initial date set for the canvass of the vote thereon; and
- b. 67% or more of the Members present at the meeting in person or by proxy approve the change; and
- c. prior to date or initial date for the canvass of the vote thereon, the Association has not received written notification of opposition to the change from either (i) Members of more than 33% of all Lots or (ii) mortgagees of 51% or more of Lots on which there are mortgages as shown on the records of the Association.

Section 11.02. Form of Amendment Proposals. No By-Laws shall be modified, altered, amended or added to by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be modified, altered, amended or

added to, new words shall be inserted in the text underlined, or italicized, and words to be deleted shall be lined through. If the proposed change is so extensive that the above procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and interlining as indicators of words added or deleted, but a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See Section ___ of By-Laws for present text."

Section 11.03. Nonmaterial Errors or Omissions. Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment. The Board of Directors may amend these By-Laws to correct omissions or errors, which amendment shall not substantially or adversely modify rights of any Members without such Member's written consent.

Section 11.04. Effective Date of Amendment. An amendment to these By-Laws shall be effective in accordance with the terms of its adoption.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Notices. All notices hereunder shall be in writing and delivered personally or sent by first class mail by depositing same in a post office or letter box in a postpaid sealed wrapper, addressed: (i) if to go to the Board of Directors, or to the Association, to any member of the Board of Directors or to the secretary of the Association (if the secretary is not a member of the Board); (ii) if to go to a Member to such permanent address of such Member as appears on the books of the Association; (iii) if to go to a mortgagee, to the address of such mortgagee as appears on the books of the Association; and (iv) to a devisee or personal representative of a deceased Member to the address of such devisee or personal representative as appears on the records of the Court wherein the estate of such deceased Members is being administered.

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, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 12.02. Conflict with Certificate of Incorporation or with Declaration. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 12.03. 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.

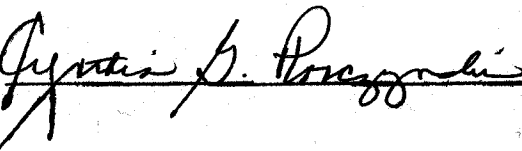
Section 12.04. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the masculine, feminine or neuter and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 12.05. 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 12.06. 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.

Attached to this Amendment is a Certification of the Board of Directors of the Association certifying that the required consents of 67% or more of the Lot Owners has been received and filed with the Board of Directors.

CONCORD SQUARE HOMES ASSOCIATION, INC.

By 

STATE OF NEW YORK)

)SS.:

COUNTY OF MONROE)

On the 19th day of August in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared CYNTHIA G. PLONCZYNSKI, 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 she executed the same in her **capacity, and that by her signature** on the instrument, the individual, or the person upon behalf of **which the individual acted, executed** the instrument.



By-Laws

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SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 2003

**CERTIFICATION OF RECEIPT OF CONSENT
OF LOT OWNERS**

The undersigned being _____ ☒ all, _____ a majority of the Members of the Board of Directors of the CONCORD SQUARE HOMES ASSOCIATION, INC., (the "Association") do hereby certify, pursuant to Article XI, Section 1 of the Concord Square Homes By-Laws recorded in the Monroe County Clerk's Office in Liber 8784 of Deeds at page 645 that:

1. Consents to the above Restated By-Laws have been received from those Owners of the Lots as set forth on EXHIBIT "I" attached hereto and have been filed with the Board of Directors;
2. The number of Lot Owners consenting thereto exceeds the minimum number required to amend pursuant to Article XI, Section 1 of the Concord Square Homes By-Laws; and
3. All Members have been given or have waived the proper notice as required.
4. No lending institutions have objected to the Amendment.

James B. Harison
Frank M. Keegan
Donald A. Keegan
Paul J. Murphy
Benjamin M. O'Brien
Suzanne M. Bement
Cynthia D. Ruggles

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

On the 19th day of August in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared JAMES B. HARRISON, 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.

Sharon Harrison
Notary Public

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

On the 19th day of August in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared JEAN M. KEEGAN, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sharon Harrison
Notary Public
SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 2003

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

On the 19th day of August in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared HOWARD JACKSON, 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.

Sharon Harrison
Notary Public

By-Laws

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SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 2003

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

On the 19th day of August in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared PAUL J. ALFANO, 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.

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

Sharon Harrison
Notary Public

SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 2003

On the 19th day of August in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared KENNETH M. MOSHER, 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.

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

Sharon Harrison
Notary Public

SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 2003

On the 19th day of August in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared SUZANNE M. BEMENT, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sharon Harrison
Notary Public

SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 2003

By-Laws

20 a.

)

)SS.:

)

Sheron Harrison
Notary Public

SHARON HARRISON
Notary Public, State of New York
Monroe County #01HA4867447
Commission Expires March 23, 2003

1) SS.:

On this _____ day of _____, 2002, before me, the subscriber(s), personally appeared _____ to me personally known to be the same person(s) described in and who executed the foregoing instrument and the he/she duly acknowledged to me that he/she executed the same.

Notary Public

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Unit # Name

100 Mary Lou Barr

**104 Kathleen & Edwin
VanSchaick**

108 Lyman & Suzanne Bement

110 Ronald & Margaret Welkley

112 Ronald Barber

114 Richard & Anne Neeck

116 Otto Mechler

118 Concetta Mandalero

120 Margaret Arrison

122 Joseph & Joan Keegan

124 Daniel & Jeanne Shiao

128 Harold Stopp

**130 Ceasar & Elizabeth
Picchianti**

136 Hazel Carroll

138 Alan & Mary Sleeman, Sr.

140 Curtis Smith

142 Arlene Cook

144 Bob Vogt

146 Donald & Arlene Koerner

148 James & Sharon Harrison

152 David & Julie Root

154 Ralph & Anne Domizio

156 Robert & Dorothy Styles

160 Rebecca Fiorvanti

162 Susan Felice

164 Michael & Elaine Lasser

170 Eleanor Najder

172 Loren D. Anderson

176 Robert & Patricia Barkin

178 Dennis Smoll

180 Dianne Lowe-Sterling

182 Bill Boring

184 Marge Burch

186 Bob Ockenden

188 Sidney Schwab

190 Mary Jean Flanagan

192 Kathleen McGrath

196 John Merkel

198 Jean B. Gargano

200 Alberta Corcoran

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Unit # Name

202	Roger & Natalee Wilder
204	Dr. Thelma Papini
208	John Osuch
210	Dorothy Langenstein
212	Margaret Countryman
214	Gerald & Nancy Cummings
216	Anthony & Gloria Mastrella
218	Simone Mosher
220	Barbara Kausch
222	Judy Vangemert