

BRISTOL HARBOUR VILLAGE CONDOMINIUM NUMBER 1

DECLARATION

Establishing a Plan For New York State Condominium
Ownership Under Article 9-B of the Real Property Law.

This Declaration made this *22* day of *November*, 197*1*.

BRISTOL RECREATION SYSTEMS, INC., a New York corporation,
having its office in the Town of South Bristol, Ontario
County, State of New York, hereinafter referred to as "Declarant",
does hereby declare:

ARTICLE I

Submission of Property

The Declarant hereby submits the land hereinafter
described, together with the buildings and improvements
thereon erected and together with the buildings and improve-
ments thereon to be erected, owned by the Declarant, in fee
simple absolute, (hereinafter called the "Property") to the
provisions of Article 9-B of the Real Property Law of the
State of New York:

The legal description of Bristol Harbour Village
Condominium Number 1 is set forth in Exhibit A annexed
and is incorporated herein as though set forth at length.

ARTICLE II

Name And Address

The condominium shall be known as BRISTOL HARBOUR
VILLAGE CONDOMINIUM NUMBER I. Its mailing address shall
be R. D. #5, Canandaigua, New York, 14424.

ARTICLE III

Buildings To Be Erected

The Declarant intends and will construct upon the

Property three (3) multi-unit buildings, each of which will be five stories in height. Building 1A will have 14 units with a small basement containing sewage equipment. Building 2A will have 21 units and Building 3A will have 23 units. Each building will be served by a double deck parking area. The upper parking area shall be exposed and will be connected by ramps to the west side of the buildings from which entrance to the units situate on the third, fourth and fifth floors of said buildings shall be gained. The buildings and parking decks will be masonry construction with stucco surface.

ARTICLE IV

Unit Designations

The plans for Buildings 1A, 2A and 3A showing the unit designation of each unit, its location, dimensions, tax lot number, approximate area, limited common areas appurtenant to each unit, i.e. parking spaces and balcony, and the percentage of interest of each unit in the common elements will be filed simultaneously with the recording of this Declaration in accordance with Article 9-B of the Real Property Law in the County Clerk's Office of the County of Ontario. The number designated to each unit, its approximate area and percentage of interest in the common elements are as set forth in Schedule I hereto annexed.

ARTICLE V

Unit Description

Section 5.01. Horizontally, each unit in the multi-unit building consists of the area measured horizontally from the unit side of the block work of the exterior walls of the building to the unit side of the block work of the walls and partitions separating such unit from corridors, stairs,

and other mechanical equipment spaces, and where walls and partitions containing block work separate such unit from other units, to the side of the block work of such walls and partitions facing such unit, and where plaster partitions separate such unit from other units, to the center line of the plaster on the side of such partitions facing such unit; and vertically each unit consists of the space between the top of the floor and the underside of the ceiling; excluding, however, all pipes, ducts, wires, conduits, improvements and other facilities running through any wall or partition or above the inner surface of the ceiling of each unit for the furnishing of utility services to other units and common areas and facilities and subject to such encroachments as are contained in the building, whether the same now exists or may be caused or created by construction, settlement or movement of the building or by permissible repairs, construction or alteration.

Section 5.02. Every unit, together with its individual common interest in the common elements, shall for all purposes be and it is hereby declared to be and to constitute a separate parcel of real property and the unit owner thereof shall be entitled to the exclusive ownership and possession of his unit subject only to the covenants, restrictions, easements, by-laws, rules, regulations, resolutions and decisions contained in this Declaration, the By-Laws and the Rules and Regulations or as may from time to time be adopted in accordance with this Declaration and the By-Laws.

Section 5.03. Every conveyance or lien using the unit designation assigned to it shall be deemed to include its proportionate undivided interest in the common elements and shall include, without requiring specific reference thereto

or enumerating them, all the appurtenances and easements in favor of the unit and similarly be subject to all the covenants, restrictions, easements, obligations, rules and regulations contained in this Declaration, the By-Laws, and the Rules and Regulations or as may from time to time be adopted in accordance with this Declaration and the By-Laws.

ARTICLE VI

Use Of Units

Each of the units shall be used as a residence only, and for no other purpose.

ARTICLE VII

Description of Common Elements and Common Interest

Section 7.01. The percentage of undivided interest of each unit owner in the common elements are set forth in Schedule I annexed hereto.

Section 7.02. The common elements consist of all parts of the Property other than the fifty-eight (58) residential units designated on Schedule I annexed hereto, and include, but are not in limitation thereof, the following:

- a. The land on which the building is erected.
- b. All foundations, columns, girders, beams, and supports to the building.
- c. All bearing walls of the building; dividing walls between units; walls and partitions separating units from corridors, stairs, and mechanical equipment spaces; and all concrete floors and concrete ceilings.
- d. Roofs, stairs, stairways, and entrances to and exits from the building.

e. Any basement, sub-basement, or other storage spaces and all parking and driveway areas.

f. Sidewalks and entrance ramps.

g. All central and appurtenant installations for services such as power, light, telephone, hot and cold water, heat, and air-conditioning (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or within units), and any and all other mechanical equipment spaces.

h. All balconies, provided, however, that each unit owner whose unit has sole access to a balcony shall have an easement for the exclusive use thereof.

i. All other parts of the Condominium property and all apparatus and installations existing in the building or on the property for common use or necessary or convenient to the existence, maintenance, or safety of the Condominium, excluding, however, all apparatus, equipment and installations for water and sewage service to the Condominium.

Section 7.03. The Board of Managers to be elected by the unit owners pursuant to the By-Laws submitted herewith shall have a right of access to each unit to inspect all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located within any of the units, to remove violations therefrom, and to maintain, repair, or replace such common elements, and common elements located elsewhere in the building.

Section 7.04. Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units

and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit.

Section 7.05. The proportionate share of each unit owner in the common profits and common expenses, as hereinafter defined, as well as the proportionate representation for voting purposes at any meeting of unit owners shall be in accordance with such unit owner's interest in the common elements as set forth in Schedule I annexed hereto.

a. For the purposes of this Declaration, "common expenses" means and includes the expenses of the operation of the Property, and all sums designated to common expenses by or pursuant to statute, this Declaration, or the By-Laws submitted herewith.

b. For the purposes of this Declaration, "common profits" means the excess of all receipts of the rents, profits and revenues from the common elements after the deduction of the common expenses.

ARTICLE VIII

Power of Attorney To Board of Managers

Each unit owner shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell, or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate

or otherwise, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto, or otherwise deal with any such unit so acquired or leased. Any unit so acquired, together with any interest in the common elements or in other Condominium property appurtenant thereto, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners, in proportion to their respective common interests. The lease covering any unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all unit owners, in proportion to their respective common interests.

ARTICLE IX

Service of Process

The name of the person designated to receive process in any action which may be instituted in relation to this Condominium or any parts thereof together with his residence, is LAWRENCE J. DEMARSE, residing at 2 Frances Drive, Penfield, New York, 14526.

ARTICLE X

Units Subject To Declaration, By-Laws And Rules And Regulations

Section 10.01. The Declarant does hereby declare that the affairs of the Condominium shall be governed and controlled under the By-Laws by the Board of Managers.

Section 10.02. All owners, tenants, and occupants of units shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws, and the Rules and Regulations and such provisions as may be adopted,

from time to time pursuant thereto. The acceptance of a deed or conveyance, or the entering into a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by any such owner, tenant, or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated, in each deed, conveyance, or lease thereof.

Section 10.03. True copies of this Declaration, the By-Laws and the Rules and Regulations and all amendments thereto shall be kept on file in the office of the Board of Managers and shall be available for inspection at convenient hours of week days by persons having an interest therein.

ARTICLE XI

Provisions Pertaining to Declarant

Section 11.01. Notwithstanding any other provisions herein contained, for so long as the Declarant continues to own any of the units the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Declarant from any obligations of a unit owner to pay assessments as to each unit owned by it, in accordance with the Condominium documents.

a. The Declarant reserves the unrestricted right to sell, assign, mortgage or lease any units which it continues to own after the recording or filing of the Condominium documents.

b. For so long as Declarant owns five (5) or more units, Declarant shall designate one member of the Board of Managers

and such designee need not be a resident of any unit, however, so long as Declarant shall make such designation, it shall not be entitled to vote for any other nominee for the office of the Board of Managers.

c. The Declarant specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium documents except as specifically set forth herein or in the Offering Plan and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common charges are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.

ARTICLE XII

Unit Mortgage

The lien of every mortgage given by a unit owner, other than the lien of a purchase money mortgage, shall be subordinate to the lien of the common charges.

ARTICLE XIII

Withdrawal of Property

Declarant, by this Declaration, and all future owners of the units, by their acceptance of their respective deeds, covenant and agree that the common elements shall remain undivided and no right shall exist to partition or divide any thereof, except when withdrawal of the Property from the provisions of Article 9-B of the Real Property Law is authorized by at least eighty per cent in number and in common interest of the units, whereupon the Property shall be subject to an action for partition by any unit owner or lienor as if owned in common, in which event the

net proceeds of sale shall be divided among all the unit owners in proportion to their respective common interest, provided, however, that no payment shall be made to a unit owner until there has first been paid off out of his share of such net proceeds all liens on his unit. Such withdrawal of the property shall not bar its subsequent submission to the provisions of Article 9-B of the Real Property Law in accordance with the terms thereof. Declarant will not vote on any motion to withdraw the Property.

ARTICLE XIV

Amendment of Declaration

This Declaration may be modified or amended by the vote of 66-2/3% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purposes, but only with the written approval by any mortgagee holding mortgages on 75% of the units subject to mortgages. For as long as Declarant remains the owner of one or more units, this Declaration may not be amended so as to adversely affect Declarant without Declarant's consent. No amendment shall be effective until recorded in the office of the Clerk of Ontario County.

ARTICLE XV

Waiver

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

ARTICLE XVI

Captions

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

ARTICLE XVII

Gender

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE XVIII

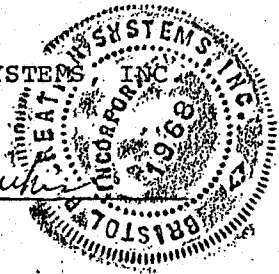
Invalidity

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

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 22 day of November, 1971.

BRISTOL RECREATION SYSTEMS, INC.

By Frederic W. Smith
President



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

On the 22 day of November, 1971, before me personally came FREDERICK W. SARKIS, to me known, who being by me duly sworn, did depose and say that he resides at *199 Ambassador Drive,* Rochester, New York; that he is the President of Bristol Recreation Systems, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of such corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

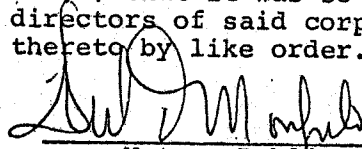

Notary Public
FRANK R. MCILHENNY County
NOTARY PUBLIC, State of N. Y.
My Commission Expires March 30, 1973

EXHIBIT A

CONDOMINIUM NO. 1 DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in Lot No. 13, Town of South Bristol, County of Ontario, State of New York bounded and described as follows:

Beginning at a point marking the southwesterly corner of Building Site 1A as shown on a plan of Bristol Harbour Village Condominium No. 1, prepared by Harnish & Lookup, Assoc., dated March 17, 1971, said point of beginning also being the southwesterly corner of said Bristol Harbour Village Condominium No. 1, and said point of beginning being located the following courses and distances from the intersection of the southerly line of land owned by Bristol Recreation Systems, Inc. with the centerline of Seneca Point Road, S 39° 56' 20" E, as measured along said property line, 202.82 feet to a point, N 59° 08' 35" E, 16.55 feet to a point and S 0° 56' 50" E, 22.63 feet to said point of beginning, and running thence from said point of beginning along the westerly line of Bristol Harbour Village Condominium No. 1, herein described, being also the easterly line of a right-of-way serving said Condominium No. 1, N 44° 03' 10" E, 196.90 feet to a point marking the northwesterly corner of Building Site 1A; thence the following courses and distances along other land of Bristol Recreation Systems, Inc., S 45° 57' 50" E, 65.00 feet to a point, S 50° 05' 30" E, 43.62 feet to a point, S 44° 06' 40" W, 200.10 feet to a point, and N 45° 53' 20" W, 108.30 feet to the point and place of beginning, in accordance with the above mentioned plan prepared by Harnish & Lookup, Assoc., dated March 17, 1971.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in Lot No. 13, Town of South Bristol, County of Ontario, State of New York bounded and described as follows:

Beginning at a point marking the southwesterly corner of Building Site 2A as shown on said plan of Bristol Harbour Village Condominium No. 1, prepared by Harnish & Lookup, Assoc., dated March 17, 1971, said point of beginning also being the southwesterly corner of said Bristol Harbour Village Condominium No. 2A and said point of beginning being located the following courses and distances from the intersection of the southerly line of land owned by Bristol Recreation Systems, Inc. with the centerline of Seneca Point Road, S 39° 56' 20" E, as measured along said property line, 202.82 feet to a point, N 59° 08' 35" E, 16.55 feet to a point and S 0° 56' 50" E, 22.63 feet to a point, N 44° 03' 10" E, 196.90 feet to a point, N

44° 02' 10" E, 144.83 feet to a point and N 55° 40' 10" E, 34.71 feet to said point of beginning, and running thence from said point of beginning the following courses and distances along a westerly line of Bristol Harbour Village Condominium No. 1, herein described, being also the easterly line of a right-of-way serving said Condominium No. 1, N 46° 30' E, 127.00 feet to a point, N 49° 21' 45" E, 60.07 feet to a point, N 43° 30' W, 20.00 feet to a point, and N 46° 30' E, 149.11 feet to a point; thence the following courses and distances along land reserved by Bristol Recreation Systems, Inc., S 47° 42' 30" E, along the northerly line of Building Site 3A, 129.35 feet to a point, S 46° 30' W, along the easterly line of Building Sites 3A and 2A, 345.60 feet to a point, and N 43° 30' 00" W, along the southerly line of Building Site 2A, 112.00 feet to the point of beginning in accordance with the above mentioned plan prepared by Harnish & Lookup, Assoc., dated March 17, 1971.

Together with a right-of-way across the northeasterly corner of Building Site 4 for ingress and egress to Building Site 2A by the owners and occupants of Building 2A, said right-of-way being more particularly described as follows:

Beginning at a point on the westerly line of the common right-of-way serving Bristol Harbour Village Condominium No. 1, said point marking the northwesterly corner of Building Site 4 and the southwesterly corner of Building Site 2A, and running thence S 43° 30' 00" E along the southerly line of Building Site 2A, 44.00 feet to a point; thence S 53° 40' 45" W through Building Site 4, 32.57 feet to a point, thence N 45° 57' 50" W through Building Site 4, 45.50 feet to a point on the easterly line of the aforementioned common right-of-way; thence N 55° 40' 10" E along the easterly line of said common right-of-way 34.71 feet to the point and place of beginning, according to the aforementioned Plan by Harnish & Lookup, Assoc. dated March 17, 1971.

Together with rights-of-way and easements as necessary, over and through the parcels of land owned by Bristol Recreation Systems, Inc. adjacent to the above described premises, said rights-of-way and easements being for construction, reconstruction, maintenance and use of utilities, sidewalks, buildings, and driveways as shown on the above mentioned plan by Harnish & Lookup, Assoc. dated March 17, 1971.

Subject to a right-of-way across the northwesterly corner of Building Site 1A for ingress and egress to Building Site 4 by the owners and occupants of Building 4, said right-of-way being more particularly bounded and described as follows:

Beginning at a point on the easterly line of the common right-of-way serving Bristol Harbour Village Condominium No. 1, said point marking the northwesterly corner of Building Site 1A and the southwesterly corner of Building Site 4, and running thence S 45° 57' 50" E along the southerly line of Building Site 4, 44.00 feet to a point; thence S 44° 03' 10" W through Building Site 1A, 38.00 feet to a point, thence N 45° 57' 50" W through Building Site 1A, 44.00 feet to a point on the westerly line of Building Site 1A, also being the easterly line of the aforementioned common right-of-way serving Bristol Harbour Village Condominium No. 1; thence N 44° 03' 10" E along the westerly line of Building Site 1A, 38.00 feet to the point and place of beginning, according to a "Plan of Bristol Harbour Village Condominium No. 1 . . .", prepared by Harnish & Lookup, Assoc. dated March 17, 1971.

Subject to a right-of-way across the northeasterly corner of Building Site 2A for ingress and egress to Building Site No. 3A, by the owners and occupants of Building 3A, said right-of-way being more particularly described as follows:

Beginning at a point on the westerly line of the common right-of-way serving Bristol Harbour Village Condominium No. 1, said point marking the northwesterly corner of Building Site 2A and being on the southerly line of Building Site 3A, and running thence S 43° 30' 00" E along the southerly line of Building Site 3A, 25.00 feet to a point; thence S 49° 21' 45" W through Building Site 2A, 60.07 feet to a point; thence N 43° 30' 00" W through Building Site 2A, 25.00 feet to a point on the easterly line of the aforementioned common right-of-way thence N 49° 21' 45" E along said common right-of-way 60.07 feet to the point and place of beginning, according to the aforementioned plan prepared by Harnish & Lookup, Assoc. dated March 17, 1971.

Subject to rights-of-way and easements as necessary, over and through the above described premises for use by the owners and occupants of parcels of land adjacent to the above described premises for construction, reconstruction, maintenance and use of utilities, sidewalks, buildings, and driveways as shown on the aforementioned plan by Harnish & Lookup, Assoc. dated March 17, 1971.

Subject to the Declaration and Agreement of Covenants, Easements, Charges and Liens recorded in the Office of the Ontario County Clerk on *November 19*, 1971, in Liber *715*, of Deeds at Page *572*.

Subject to zoning restrictions or ordinances imposed by any governmental body.

Subject to sewer, water, gas, electric, telephone and
TV cable antennae easements now or hereafter granted.

Subject to any state of facts which an accurate survey
may show.

BRISTOL HARBOUR VILLAGE CONDOMINIUM NUMBER I

AMENDMENT NO. 1

AMENDED SCHEDULE I

Building Designation	Unit Name	Unit #	Approximate Square Feet of Unit Area	Unit Percentage of Common Elements
Bldg. 1-A	Oxford	1-A	1638	2.086
	Oxford	2-A	1638	2.086
	Oxford	3-A	1638	2.086
	Oxford	4-A	1638	2.086
	Oxford	5-A	1638	2.086
	Oxford	6-A	1638	2.086
	Oxford	7-A	1638	2.086
	Harvard	8-A	1638	2.086
	Harvard	9-A	1638	2.086
	Harvard	10-A	1638	2.086
	Harvard	11-A	1638	2.086
	Straton	12-A	2457	3.129
	Straton	13-A	2457	3.129
	Straton	14-A	2457	3.129
Bldg. 2-A	Oxford-A	15-A	1113	1.418
	Oxford-A	16-A	1113	1.418
	Oxford-A	17-A	1113	1.418
	Oxford-A	18-A	1113	1.418
	Oxford-A	19-A	1113	1.418
	Oxford-A	20-A	1113	1.418
	Oxford-A	21-A	1113	1.418
	Oxford-A	22-A	1113	1.418
	Oxford-A	23-A	1113	1.418
	Harvard-A	24-A	1134	1.444
	Harvard-A	25-A	1134	1.444
	Harvard-A	26-A	1134	1.444
	Straton-A	27-A	1113	1.418
	Straton-A	28-A	1113	1.418
	Straton-A	29-A	1113	1.418
	Straton-A	30-A	1113	1.418
	Straton-A	31-A	1113	1.418
	Straton-A	32-A	1113	1.418
	Harvard-AA	33-A	1690	2.153
	Straton-AA	34-A	1690	2.153
Straton-AAA	35-A	1669	2.126	
Bldg. 3-A	Oxford-A	36-A	1113	1.418
	Oxford-A	37-A	1113	1.418
	Oxford-A	38-A	1113	1.418
	Oxford-A	39-A	1113	1.418
	Oxford-A	40-A	1113	1.418
	Oxford-A	41-A	1113	1.418
	Oxford-A	42-A	1113	1.418
	Oxford-A	43-A	1113	1.418
	Oxford-A	44-A	1113	1.418
	Oxford-A	45-A	1113	1.418
	Harvard-A	46-A	1134	1.444
	Harvard-A	47-A	1134	1.444
	Harvard-A	48-A	1134	1.444
	Straton-A	49-A	1113	1.418
	Straton-A	50-A	1113	1.418
	Straton-A	51-A	1113	1.418
	Straton-A	52-A	1113	1.418
	Straton-A	53-A	1113	1.418
	Straton-A	54-A	1113	1.418
	Straton-AA	55-A	1690	2.153
Straton-AA	56-A	1690	2.153	
Harvard-AA	57-A	1690	2.153	
Harvard-AA	58-A	1690	2.153	
Totals -		58 Units	<u>78505</u>	<u>99.999</u> per cent

BY-LAWS

BRISTOL HARBOUR VILLAGE CONDOMINIUM NUMBER I

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BY-LAWS
OF
BRISTOL HARBOUR VILLAGE CONDOMINIUM NUMBER I

In furtherance of the philosophy of Bristol Harbour Village as a "leisure time" community, the By-Laws herein set forth are adopted. These By-Laws shall be construed and administered in such a manner as will permit unit owners to make the most use of the scenic and recreational advantages in the area.

It is anticipated that unit owners may choose to occupy their units personally only on limited occasions each season. For this reason, the condominium documents are created to afford the unit owner the most opportunity for pleasurable living while occupying the unit, together with a minimum of supervision and concern during those periods when he chooses not to occupy the unit personally.

ARTICLE I

Plan of Unit Ownership

Section 1. Unit Ownership

The property located at Seneca Point Road, Town of South Bristol, State of New York (hereinafter called the "Condominium"; Mailing Address - R. D. #5, Canandaigua, New York 14424) has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the declaration recorded in the office of the Clerk of Ontario County, simultaneously herewith.

Section 2. Applicability of By-Laws

The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy thereof. The term Condominium property as used herein shall include the land, the buildings and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 3. Application

All present and future owners, mortgagees, lessees, and occupants of units and their employees, and any other persons who may use the facilities of the Condominium in any manner, are subject to these By-Laws, the Declaration, and Rules and Regulations pertaining to use and operation of the Condominium property. The acceptance of a deed or conveyance, or the entering into of a lease, or the act

of occupancy of a unit shall constitute an acceptance of the provisions of these instruments as they may be amended from time to time and an agreement to comply therewith.

Section 4. Office

The office of the Condominium and of the Board of Managers shall be located at Seneca Point Road, Town of South Bristol, State of New York (Mailing Address - R. D. #5, Canandaigua, New York 14424) or such other place as determined by the Board of Managers.

ARTICLE II

Board of Managers

Section 1. Number and Qualification

The affairs of the Condominium shall be governed by a board of managers. Until Units representing 51% in common interest shall have been sold by Bristol Recreation Systems, Inc., hereinafter called the "Declarant" and shall have been paid for, and thereafter until their successors shall have been elected by the Unit Owners, the Board of Managers shall consist of such of the officers and the members of the Board of Directors of the Declarant as shall have been designated by the Declarant. Thereafter the Board of Managers shall be composed of three persons, all of whom shall be owners, or spouses of owners, or mortgagees of Units; or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership; or, in the case of corporate owners or mortgagees, shall be officers, stockholders, or employees of such corporations; or, in the case of fiduciary owners or mortgagees shall be the fiduciaries, or officers or employees of such fiduciaries.

So long as the Declarant owns five (5) or more Units, the Declarant shall designate one member of the Board of Managers and such designee need not be a resident of any unit, however, so long as Declarant shall make such designation, it shall not be entitled to vote for any other nominee for the office of the Board of Managers. After Declarant has conveyed all Units or is no longer entitled to designate one member of the Board of Managers, all Managers shall be Unit Owners. Within the limits above specified, the number of Managers shall be determined by the Unit Owners at the annual meeting.

Section 2. Powers and Duties

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, except such powers and duties, as by law, or by the Declaration, or by these By-Laws, may not be delegated to the Board of Managers by the Unit Owners. The powers and duties to be exercised by the Board of Managers shall include, but shall not be limited to, the following:

- a) Operation, care, upkeep and maintenance of the common elements;
- b) Determination of the amounts required for operation, maintenance and other affairs of the Condominium;
- c) Collection of the common charges from the Unit Owners;
- d) Employment and dismissal of the personnel, as necessary for the efficient maintenance and operation of the Condominium;
- e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium property;
- f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor;
- g) Purchasing, leasing, or otherwise acquiring, in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit owners, Units offered for sale or lease or surrendered by their owners to the Board of Managers;
- h) Purchasing units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit owners;
- i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Managers), or otherwise dealing with Units acquired by, and subleasing units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners;
- j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners;
- k) Granting licenses for vending machines;
- l) Obtaining insurance for the Condominium property, including the Units, pursuant to the provisions of Article V, Section 2 hereof; and
- m) Making repairs, additions and improvements to, or alterations to, the Condominium property, and repairs to and restoration of the property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

Section 3. Managing Agent and Manager

In keeping with the purpose that Bristol Harbour Village Condominium Number I be a "leisure time" residential project, the Board of Managers shall employ, for the Condominium, a managing agent or a manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d), (k), and (l) of Section 2 of the Article II. The Board of Managers may delegate to the manager or managing agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j) and (m) of Section 2 of this Article II.

Section 3(a). First Board of Managers

The first Board of Managers shall consist of three persons designated by the Declarant, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 5 of this Article.

Section 4. Election and Term of Office

At the first annual meeting of the Unit Owners, the term of office of one member of the Board of Managers shall be fixed at three years, the term of office of one member of the Board of Managers shall be fixed at two years, the term of office of one member of the Board of Managers shall be fixed at one year. At the expiration of the initial term of office of each respective member of the Board of Managers, his successor shall be elected to serve for a term of three years. The members of the Board of Managers shall hold office until their respective successors shall have been elected by the Unit Owners.

Section 5. Removal of Members of the Board of Managers

At any regular or special meeting of Unit Owners called for such purpose, any one or more of the members of the Board of Managers may be removed with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created.

Section 6. Vacancies

Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though

the members present at such meeting may constitute less than a quorum; and each person so elected shall be a member of the Board of Managers for the remainder of the term of the member so removed.

Section 7. Organization Meeting

The first meeting of the members of the Board of Managers following the annual meeting of the Unit Owners shall be held within ten days thereafter, at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board of Managers shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the Board of Managers shall be present thereat.

Section 8. Regular Meetings

Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least three business days prior to the day named for such meeting.

Section 9. Special Meetings

Special meetings of the Board of Managers may be called by the President on three business days' notice to each member of the Board of Managers, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Board of Managers.

Section 10. Waiver of Notice

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

Section 11. Quorum of Board of Managers

At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board

of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. Fidelity Bonds

The Board of Managers shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense.

Section 13. Compensation

No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 14. Liability of the Board of Managers

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

ARTICLE III

Unit Owners

Section 1. Annual Meetings

Promptly after units representing 51% or more in common interest shall have been sold by Declarant and paid for,

Declarant shall notify all Unit owners thereof, and the first annual meeting of the Unit Owners shall be held within 30 days thereafter on a call issued by the President. At such meeting the officers and directors of the Declarant shall resign as members of the Board of Managers, and all the Unit owners, including the Declarant, shall elect a new Board of Managers. Thereafter, the annual meetings of the unit owners shall be held on the 15th day of July of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding Monday. At such meetings the Board of Managers shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 4 of Article II of these By-Laws. The Unit Owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings

Meetings of the Unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the owners as may be designated by the Board of Managers.

Section 3. Special Meetings

It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by Unit Owners owning a total of at least 51% of the common interest. The notice of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings

The Secretary shall mail to each Unit Owner of record a notice of each annual or special meeting of the Unit owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place it is to be held, at the building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in these By-Laws shall be considered notice served.

Section 5. Adjournment of Meetings

If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 6. Order of Business

The order of business at all meetings of the Unit Owners shall be as follows:

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

Section 7. Title to Units

Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common, or as joint tenants, or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 8. Voting

The owner or owners of each Unit, or any person designated by such Owner or Owners to act as proxy on his or their behalf, and who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to a vote and shall be excluded from the total of common interests when computing the interest of all other Unit Owners for voting purposes. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

Section 9. Majority of Unit Owners

As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than 51% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. Quorum

Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners having one-third of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 11. Majority Vote

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

ARTICLE IV

Officers

Section 1. Designation

The principal officers of the Condominium shall be the President, the Vice-President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, and assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice-President, but no other officers, must be members of the Board of Managers.

Section 2. Election of Officers

Officers shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers, and shall hold office at the pleasure of the Board of Managers, until successors are elected.

Section 3. Removal of Officers

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

Section 4. President

The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the Unit Owners, from time to time, as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice-President

The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the

Vice-President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. Secretary

The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general, perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. Treasurer

The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. Agreements, Contracts, Deeds, Leases, Checks, etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by any officer of the Condominium, or by such other person or persons as may be designated by the Board of Managers.

Section 9. Compensation of Officers

No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses and Common Charges

The Board of Managers shall, from time to time, and at least annually, prepare a budget for the Condominium; determine the amount of the common charges payable by the Owners required to meet the common expenses of the Condominium and allocate and assess such common charges among the Unit

Owners according to their respective common interests. The common expenses shall include among other things, the cost of all insurance premiums on all policies of insurance required to be, or which have been obtained by, the Board of Managers pursuant to the provisions of Section 2 of this Article V. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Condominium property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all Unit Owners, promptly in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all Unit Owners and to their mortgagees.

Section 2. Insurance

The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance:

(a) Fire insurance with extended coverage, vandalism, and malicious mischief endorsements, insuring the buildings containing the Units (including all of the Units and the bathroom and kitchen fixtures initially installed therein by Declarant, but not including furniture, furnishings, or other personal property supplied or installed by Unit Owners), together with all air-conditioning equipment and other service machinery contained therein; such insurance shall cover the interests of the Condominium, the Board of Managers, and all Unit Owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Managers and approved by any mortgagee holding mortgages on 75% of the Units subject to mortgages, each of said policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit, which shall provide that proceeds shall be payable to such mortgagee as its interest may appear, subject, however, to payment provisions in favor of the Board of Managers;

(b) Rent insurance;

(c) Workmen's compensation insurance;

(d) Boiler and machinery insurance;

(e) Plate glass insurance;

(f) Water damage insurance; and

(g) Such other insurance as the Board of Managers may determine.

All such policies shall provide that adjustment of loss shall be made by the Board of Managers, and that the net proceeds thereof, shall be payable to the Board of Managers.

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

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

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

Section 3. Repair or Reconstruction After Fire or Other Casualty

In the event of damage to or destruction of the Building containing the Units as a result of fire or other casualty (unless 75% or more of the building is destroyed or substantially damaged, and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by Declarant, but not including any wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures, or equipment installed by Unit Owners) and the Board of Managers shall disburse the proceeds of all insurance policies to the contractors engaged in such

repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the common charges.

If 75% or more of the building is destroyed or substantially damaged, and 75% or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Condominium property shall be subject to an action for partition upon the commencement of legal action by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers, among all the Unit Owners in proportion to their respective common interests, after first paying out of the share of each Unit Owner, such amounts as may be required to reduce unpaid liens on such Unit in the order of the priority of such liens.

Whenever the words, "promptly repair" are used in this Section, it shall mean repairs are to begin not more than sixty days from the date the Board of Managers notified the Unit Owner or Unit Owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety days after said Board of Managers notified the Unit Owner or Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary, or, not more than sixty days from the date of receipt of insurance funds on account of such damage or destruction and wherever the words, "promptly resolve" are used it shall mean also not more than sixty days from the date of receipt of said insurance funds.

Section 4. Payment of Common Charges

All Unit Owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer, or other conveyance by him (made in accordance with the provisions of Section 1 of Article VII of these By-Laws) of such Unit, together with the "Appurtenant Interests," as defined in Section 1 of Article VII hereof. In addition, any unit owner may, subject to the conditions specified in these By-Laws, provided that his unit is free and clear of liens and encumbrances other than permissible first mortgages and the statutory lien for unpaid common charges, convey his Unit together with the "Appurtenant Interests" to the Board of

Managers or its designee, corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit, except that a mortgagee, or other purchaser of a Unit at a foreclosure sale of such Unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 5. Collection of Assessments

The Board of Managers shall assess common charges against the Unit owners from time to time, and at least annually, and shall take prompt action to collect any common charge due from any Unit owner which remains unpaid for more than 30 days from the due date for payment thereof. All common expenses and assessments shall be based upon the ratio that the total of square feet of each unit bears to the total square footage of all units.

Section 6. Default in Payment of Common Charges

In the event of default by any Unit Owner in paying to the Board of Managers the common charges, as determined by the Board of Managers, such Unit owner shall be obligated to pay interest at the highest level rate of such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right and duty to attempt to recover such common charges together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof.

Section 7. Foreclosure of Liens for Unpaid Common Charges

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

Section 8. Statement of Common Charges

The Board of Managers shall promptly provide any Unit Owner so requesting the same in writing, with a

written statement of all unpaid common charges, due from said Unit Owner.

Section 9. Abatement and Enjoining of Violations

The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Managers shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Section 10. Maintenance and Repairs

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

(a) All portions of the Unit which contribute to the support of the building, including main bearing walls, but excluding painting, wall papering, decoration or other work on the interior surfaces of walls, ceilings and floors within the Unit.

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

(c) All common elements within the Unit.

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

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

It shall be the responsibility of the Unit Owner to:

(a) Maintain, repair or replace at his own expense all portions of the Unit which may cause injury or damage to the other Units or to the common elements except the portions thereof mentioned and described in Section 2 of this Article V hereof.

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

(c) Perform his responsibilities in such a manner and

at such reasonable hours so as not to disturb other Unit owners residing in the building.

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

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

Section 11. Balconies

A balcony to which a unit has sole access, shall be for the exclusive use of the owner of such Unit. Such Unit Owner shall keep such balcony free and clear of snow, ice, and any accumulation of water, and shall make all repairs thereto resulting from his negligence, misuse, or neglect. All other repairs in, to, or with respect to such balcony shall be made by the Board of Managers, as a common expense.

Section 12. Restrictions on Use of Units

In order to provide for congenial occupancy within a "leisure time" Condominium community and for the protection of the values of the Units, the use of the Condominium property shall be restricted to and shall be in accordance with the following provisions:

(a) The Units shall be used for residences only.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of the Units.

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

(d) No immoral, improper, offensive, or unlawful use shall be made of the Condominium property or any part

thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Condominium property, shall be eliminated at the sole expense of the Unit Owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Condominium property.

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

Section 13. Additions, Alterations, or Improvements by Board of Managers

Whenever in the judgment of the Board of Managers, the common elements shall require additions, alterations, or improvements costing in excess of \$2,000 and the making of such additions, alterations, or improvements shall have been approved by a majority of the Unit Owners and approved by any mortgagee holding mortgages on 75% of the units subject to mortgages, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations, or improvements costing \$2,000 or less may be made by the Board of Managers without approval of the Unit Owners and the cost thereof shall constitute a common charge.

Section 14. Additions, Alterations, or Improvements by Unit Owners

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

Section 15. Use of Common Elements and Facilities

(a) A Unit Owner shall not place any furniture, packages, or other objects in the lobbies, vestibules, public halls, stairways, or other common areas or common

facilities, except in a balcony to which he has sole access, or in an area designated as a storage area. The lobbies, vestibules, public halls, and stairways, shall be used for no purpose other than for normal transit.

(b) Unit owners shall require tradesmen to utilize exclusively any entrance designated by the Board of Managers for delivery of packages, merchandise, or other objects.

No soliciting shall be permitted.

Section 16. Right of Access

A Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent, and any other person authorized by the Board of Managers, the manager, or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a common element; or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other common elements in any Unit or elsewhere in the Building, and for the purpose of correcting any condition which violates the provisions of any mortgage covering any Unit provided that requests for entry are made in advance and, that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 16, any costs of repairs shall be borne in accordance with the provisions of Section 10, Article V.

Section 17. Rules of Conduct

Rules and regulations concerning the use of the Units and the common elements may be promulgated and amended by the Board of Managers. A majority vote of Unit owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to their effective date. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof, as Schedule A.

Section 18. Electricity

Electricity shall be supplied directly by the public utility company serving the area directly to each Unit through a separate meter, and each Unit owner shall be required to pay the bills for electricity consumed or used in his Unit. The electricity serving the common elements shall be separately metered, and the Board of Managers shall pay all bills for electricity consumed in such portions of the common elements, as a common expense.

Section 19. Sewage Disposal

No storm drainage or surface water shall be permitted to flow into any common sewage-disposal system. No sewage containing high foam detergents or other chemicals which cannot satisfactorily be absorbed by the normal operation of the system shall be permitted to flow into the common sewage-disposal system.

ARTICLE VI

Mortgages

Section 1. Mortgage of Units

The lien of every mortgage given by a unit owner, other than the lien of a purchase money mortgage, shall be subordinate to the lien of the common charges. The purchase money mortgage may be given to a bank, trust company, insurance company, savings and loan association, pension fund, or other institutional lender, or to Declarant. Any mortgage shall be substantially in the form on file with the Board of Managers, except for such modifications as may be legally necessary to permit the mortgage lender to make the loan, or as permitted in writing by the Board of Managers, with the written approval of the mortgagee holding mortgages constituting first liens upon 75% of the Units subject to mortgages.

Section 2. Notice to Board of Managers

A Unit owner who mortgages his unit, shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the bond or note and mortgage with the Board of Managers. The Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 3. Notice of Unpaid Common Charges

The Board of Managers, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from or any other default by the owner of the mortgaged Unit.

Section 4. Notice of Default

The Board of Managers, when giving notice to a Unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Managers.

Section 5. Examination of Books

Each Unit Owner and each mortgagee of a Unit shall be

permitted to examine the books of account of the Condominium at reasonable times, on business days.

ARTICLE VII

Sales and Leases of Units

Section 1. Sales and Leases

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

A Unit owner's sale of his unit shall include the sale of (a) the undivided interest in the common elements appurtenant thereto; (b) the interest in any Units or the proceeds from the sale or lease thereof, acquired by the Board of Managers, on behalf of all Unit owners, as herein provided; and (c) the interest of such Unit Owner in any other assets of the Condominium, hereinafter collectively referred to as "Appurtenant Interests".

Any Unit Owner who receives a bona fide offer for the sale or lease of his Unit, together with (i) the undivided interest in the common elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), or a bona fide offer for a lease of his Unit (hereinafter called an "Outside Offer"), shall give notice by certified or registered mail to the Board of Managers of such offer and of such intention, the name and address of the prospective purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the "Appurtenant Interests," or to lease such Unit, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the owners of all other Units, on the same terms and conditions as contained in such "Outside Offer". The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the said "Outside Offer" to be bona fide in all respects. Within ten (10) days after receipt of such notice, the Board of Managers may elect, by notice to such Unit Owner by certified or registered mail, to purchase such Unit together with the "Appurtenant Interests," or to lease such Unit as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the "Outside Offer" and as stated in the notice from the Offering Unit owner. In the event the Board of Managers shall elect to purchase such unit, together with the appurtenant Interests, or to lease such unit or to

cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or lease executed at the office of the attorneys for the "condominium", in accordance with the terms of the written offer but in no event less than 45 days after the giving of notice to the Board of Managers of its election to accept such "Outside Offer". If the selling Unit Owner's existing mortgage is not satisfied, the Board of Managers will purchase a Unit and assume or take subject to said existing mortgage.

In the event the Unit together with the "Appurtenant Interests" is to be sold, the Unit Owner shall convey title to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in form required by Section 399-o of the Real Property Law of the State of New York, with all Documentary stamps affixed, and shall pay all other taxes including Real Property Transfer taxes arising out of such sale.

In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or its designee, a lease in form to be approved by the Board of Managers, between the offering Unit Owner, as Landlord, and the Board of Managers, or its designee, as Tenant, covering such Unit, for the rental and term contained in such Outside Offer. In the event the Board of Managers, or its designee, shall fail to accept such "Outside Offer" within ten (10) days after date of receipt of notice, the offering Unit Owner shall be free to contract to sell such Unit with the "Appurtenant Interests", or to lease such Unit, as the case may be, pursuant to the terms of the Outside Offer within sixty (60) days after the expiration of the period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers or such Outside Offer. Any such deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it shall not be modified, amended, extended, or assigned, without the prior consent in writing of the Board of Managers that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers; and that the Board of Managers shall have power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the Landlord thereunder in the event of default by the tenant in the performance of such lease. Such lease shall also provide that the Board of Managers may enter into a sublease of the premises.

In the event the offering Unit Owner shall not, within such sixty (60) day period, contract to sell such Unit together with the "Appurtenant Interests" or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such sixty (60) day period, but such sale or lease shall not be consummated pursuant

to the terms of such contract, then should such offering Unit owner thereafter elect to sell such Unit, together with the "Appurtenant Interests" or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit owner shall be required to again comply with all of the terms and provisions of this Section of this Article VII.

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

Section 2. Consent of Unit Owners to Purchase or Lease of Units by Board of Managers.

The Board of Managers shall not exercise any option hereinabove set forth to repurchase or lease any Unit without the prior approval of a majority of the Unit owners.

Section 3. No Severance of Ownership

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

Section 4. Release by Board of Managers of Right of First Refusal

The right of first refusal contained in Section 1 of this Article VII may be released or waived by the Board of Managers, in which event the Unit together with the "Appurtenant Interests" may be sold, conveyed, or leased, free and clear of the provisions of such Section.

Section 5. Certificate of Termination of Right of First Refusal

A certificate in recordable form, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VII have been met by a unit owner, or have been duly waived by the Board of Managers, and that the rights of the Board of Managers

thereunder have terminated, shall be conclusive upon the Board of Managers and the Unit owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit owner who has in fact complied with the provisions of Section 1 of the Article VII or in respect to whom the provisions of such section have been waived, upon request, at a reasonable fee, not to exceed Twenty-Five Dollars (\$25.00).

Section 6. Financing of Purchase of Units by Board of Managers

Acquisition of Units by the Board of Managers, or its designee, on behalf of all Unit owners, may be made from the working capital and common funds in the hands of the Board of Managers, or if such funds are insufficient, the Board of Managers may levy an assessment against each unit owner in proportion to his ownership in the common elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article V, or the Board of Managers in its discretion may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit together with the "Appurtenant Interests" so to be acquired by the Board of Managers.

Section 7. Exceptions

The provisions of Section 1 of this Article VII shall not apply with respect to any sale or conveyance by a Unit owner of his Unit together with the "Appurtenant Interests" to his spouse; or to any of his children or to his parents or parents of his spouse, or to his brothers and sisters, or any one or more of them, or to Units owned by Sponsor; or to the acquisition or sale of Units together with the "Appurtenant Interests" by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this Section shall apply to any purchaser of such Unit from such mortgagee.

Section 8. Gifts and Devises, etc.

Any Unit owner shall be free to convey or transfer his unit by gift, or to devise his unit by will, or to pass the same by intestacy, to his children, or to his parents or to the parents of his spouse.

Section 9. Waiver of Rights of Partition with Respect to Such Units as Are Acquired by the Board of Managers, or Its Designee on Behalf of All Unit Owners as Tenants in Common

In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as Tenants in common, all such Unit Owners shall

be deemed to have waived all rights of partition with respect of such Unit.

Section 10. Payment of Assessments

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

ARTICLE VIII

Section 1. Condemnation

In the event of taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Board of Managers. If 75% or more of the Unit Owners duly and promptly approve the repair and restoration of such common elements, the Board of Managers shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of Unit Owners do not duly and promptly approve the repair and restoration of such common elements, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these By-Laws. As used in this Section, the words, "Promptly approve" shall mean not more than sixty (60) days from the date of such taking.

ARTICLE IX

Records

Section 1. Records and Audits

The Board of Managers or the managing agent shall keep detailed records of the action of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit, which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all Unit Owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE X

Miscellaneous

Section 1. Notices

Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any manager, Unit Owner or Mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box; in a postpaid sealed wrapper, addressed to the Board of Managers, such manager, Unit Owner or Mortgagee at such address as appears on the books of the Condominium.

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 2. Invalidity

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

Section 3. 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 4. Gender

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

Section 5. Waiver

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

ARTICLE XI

Amendments to By-Laws

Section 1. Amendments to By-Laws

Except as hereinafter provided otherwise, these By-

Laws may be modified or amended by the vote of 66-2/3% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purposes, but only with the written approval by any mortgagee holding mortgages on 75% of the units subject to mortgages. For as long as Declarant remains the owner of one or more Units, these By-Laws may not be amended so as to adversely affect Declarant without Declarant's consent. No amendment shall be effective until recorded in the Office of the Clerk of Ontario County.

ARTICLE XII

Conflicts

Section 1. Conflicts

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

ONTARIO COUNTY, S. S.
recorded on the 23 day of Nov. 1971
at 9:51 o'clock A.M., in Book 715
of DEEDS at page 706 and
examined Frank Stalome Clerk