

BRISTOL HARBOUR VILLAGE CONDOMINIUM NUMBER II DECLARATION

AMENDED DECLARATION

Ownership of Premises in the Town of
South Bristol, County of Ontario, State
of New York Pursuant to Article 9-B
of the Real Property Law of the State of
New York

NAME - BRISTOL HARBOUR VILLAGE CONDOMINIUM
NUMBER II

DECLARANT - BRISTOL
HARBOUR VILLAGE CONDOMINIUM NUMBER II, a New
York Unincorporated Condominium Association
Town of South Bristol

County of Ontario
30 Golfside Circle,
Canandaigua, New York 14424

DATE OF DECLARATION – August __, 2005

The land affected by this instrument lies
within town Lot No. 13, of the Town of
South Bristol, County of Ontario, State of
New York

Gates & Adams, P.C.
Attorneys for Declarant
28 East Main Street, Suite 600
Rochester, NY 14614

Ontario County Clerk's Office
Document recorded

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BRISTOL HARBOUR VILLAGE CONDOMINIUM NUMBER II DECLARATION

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DECLARATION

Continuing a Plan for Condominium
Ownership of Premises in the Town of
South Bristol, County of Ontario, State of
New York, Pursuant to Article 9-B of the
Real Property Law of the State of New
York.

Bristol Harbour Village Condominium Association Number II, a New
York Unincorporated Condominium Association, whose address is in the Town of South
Bristol, County of Ontario, State of New York, (hereinafter referred to as "Declarant"),
does hereby declare:

ARTICLE I

1. Submission of Property. Declarant continues to submit the Land and
Building hereinafter described, together with the improvements thereon owned by the
Declarant in fee simple absolute (hereinafter referred to as the "Property"), to the
provisions of Article 9-B of the Real Property Law of the State of New York.

ARTICLE II

2. Name of Condominium. This condominium shall be known as
Bristol Harbour Village Condominium Number II. Its mailing address shall be 30
Golfside Circle, Canandaigua, New York, 14424.

ARTICLE III

3. The Condominium Property. The Property consists in part of all that
certain parcel of land situate in the Town of South Bristol, Ontario County, New York,
and more particularly described in Exhibit A annexed hereto and made a part hereof.

ARTICLE IV

4. The Building. The property consists in part of a five story Building
containing a total of fifty-six (56) efficiency, one, two, three and four bedroom living
units, hereinafter referred to as the Units, served by parking decks, connected by ramps to
the west side of the Building from which entrance is made to the Units situate on the
second, third, fourth and fifth floors. Access to the Units on the first floor is by stairs and
sidewalks from the lower level parking deck.

ARTICLE V

5. Units Designations. Exhibit B annexed hereto and made a part
hereof sets forth the following data with respect to each Unit necessary for its proper
identification: Unit designation, tax lot number, approximate square foot area, number of
rooms and Common Elements to which it has immediate access and exclusive use
(lakeside balcony), and the percentage of interest in the Common Elements. The location

of each Unit is shown on the Floor Plans filed in the Office of the Ontario County Clerk pertaining to this condominium.

ARTICLE VI

6.01. Unit Description. Horizontally, each Unit in the multi-unit Building consists of the area measured horizontally from the Unit side of the block work on exterior walls to the Unit side of block work or, in the case of non-block walls, framing studs on walls and partitions separating such Unit from other Units and mechanical equipment spaces. Vertically, each Unit consists of the space between the top of the precast concrete floor (the bottom floor in a multi-story Unit) and the underside of the ceiling planks (the top floor ceiling in a multi-story Unit). Each Unit includes its adjacent exterior storage closet. It also includes all plumbing on the Unit side of the water shut-off valves serving the Unit (but excluding the valves), all electrical work on the Unit side of the panel box serving the Unit (but excluding the panel box) and all other utilities and services physically located within the Unit except such utilities and services that serve other Units or Common areas other than the Unit's balcony.

6.02. 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, resolutions, 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.

6.03. 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 VII

Use of the Building and Units

7. Each of the Units shall be used for residential purposes only, and for no other purpose.

ARTICLE VIII

Description of Common Elements and Common Interest

8.01. The percentage of undivided interest of each Unit Owner in the Common Elements are set forth in Exhibit B annexed hereto. The percentage interest of the respective Units in the Common Elements has been determined upon the basis of the approximate proportion, which the floor area (i.e., square foot area) of each Unit bears to the total floor area (i.e., square foot area) of all units.

8.02. The Common Elements consist of all parts of the Property other than the fifty-six (56) residential Units designated on Exhibit B 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 (excepting the exterior storage closet connected to each Unit) and all parking decks and driveway areas.
- f. Sidewalks and entrance ramps.
- g. All central and appurtenant installations for services such as power, sewage, telephone, water, T.V. antenna cable and chimney flues that are not a part of any Unit, including the water shut-off valves and the electrical panel boxes that serve the individual Units, and any and all other mechanical equipment spaces.
- h. All balconies, provided, however, that each Unit Owner who's Unit has sole access to a balcony shall have an easement for the exclusive use thereof.
- i. All exterior doors, windows and vents, including frames and glass, but excluding screens, storm doors and storm windows.
- j. 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 power, telephone, T.V. antenna cable, water and sewage that bring service to the Condominium.

8.03. The board of Managers to be elected by the Unit Owners pursuant to the By-Laws submitted herewith shall have a right of access, on behalf of all Unit owners, 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.

8.04. 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.

8.05. 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 Exhibit B annexed hereto.

a. For the purpose 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 statutes, this Declaration, or the By-Laws submitted herewith.

b. For the purpose 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 IX

Power of Attorney To Board of Managers

9. 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 X

Service of Process

10. The New York Secretary of State is hereby designated, on behalf of the Board of Managers, as agent upon whom process may be served. The Secretary of State may mail a copy of any process so served to the Board of Managers at 30 Golfside Circle, Canandaigua, New York 14424.

ARTICLE XI

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

11.01. 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.

11.02. 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 these provisions (as they may be amended from time to time) by any such owner, tenant or occupant and such provisions 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.

11.03. 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 XII

Units Subject To the Declaration and By-Laws of Bristol Harbour Village Association, Inc., A Home Owner Association

12.01. The Condominium Property has been submitted to the Declaration and Agreement of Covenants, Easements, Charges and Liens of Bristol Harbour Village Association, Inc. (the "Association"), a homeowner association for Bristol Harbour Village. Such Declaration and the By-Laws of the Association have been recorded in the Office of the Ontario County Clerk on November 19, 1971, in Liber 715 of Deeds at Page 572.

12.02. Each Unit Owner shall automatically become a member of the Association upon taking the title to his Unit. All owners, tenants, and occupants of Units shall be subject to, and shall comply with the provisions of the Association's Declaration and By-Laws (to the extent they do not conflict with the Declaration and By-Laws of this Condominium Association) and such provisions as may be adopted from time to time pursuant thereto. The acceptance of a deed or conveyance, or the entering into of a lease or license agreement to for the use, 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.

ARTICLE XIII

Unit Mortgage

13. 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 XIV

Withdrawal of Property

14. 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 percent (80%) 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.

ARTICLE XV

Amendment of Declaration

15.01. This Declaration may be modified or amended by the vote of sixty-six and two-thirds percent (66-2/3%) in number of all Unit Owners at a meeting of Unit Owners duly held for such purposes, except that no amendment altering the common interest appurtenant to any Unit or Units may be made except by unanimous approval of the owners of all affected Units. No amendment shall be effective until recorded in the Office of the Clerk of Ontario County.

ARTICLE XVI

Encroachments and Easements

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

Each Unit shall have an easement in common with all other Units to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines and all other Common Elements located in any of the other Units or elsewhere on the Property and serving such Unit. Each Unit shall be subject to an easement in favor of all Units to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and all other Common Elements located in such Unit or elsewhere on the Property and serving other Units. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained

therein or elsewhere in the Building, provided that such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for residential purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and of necessity in favor of all other Units and the Common Elements.

ARTICLE XVII

Waiver

17. 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 that may occur.

ARTICLE XIII

Captions

18. 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 XIX

Gender

19. 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 XXI


Invalidity

20. 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 8 day of November, 2005.

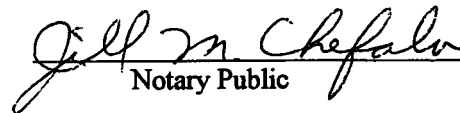
BRISTOL HARBOUR VILLAGE
CONDOMINIUM NUMBER II, a New York Unincorporated Condominium
Association

By: It's Board of Managers

By 
Donald Titus, Sr., President

STATE OF NEW YORK)
COUNTY OF Monroe SS.:

On the 8 day of November 2005 before me came
Donald Titus, Sr., known to me to be the President of the BRISTOL Harbour
Village Condominium II Board of Managers, to me personally known to be the
person described in and who executed the foregoing instrument in the name of
such Board of Managers and he acknowledged to me that he executed the same
as President thereof for the uses and purposes therein mentioned.


Notary Public

JILL M. CHEVALO
Notary Public, State of New York
No. 01CH6033344
Qualified in Monroe County
Commission Expires 11-15-05

EXHIBIT A

LEGAL DESCRIPTION
OF
BRISTOL HARBOUR VILLAGE CONDOMINIUM NUMBER II

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of South Bristol, County of Ontario, State of New York, bounded and described as follows:

BEGINNING at a point, said point being located N 47°42'30"W at a distance of 62.52 feet as measured along the northerly terminus of Cliffside Drive right-of-way line, as recorded in Liber 727 at page 13 in the Ontario County Clerk's Office, from the northwest corner of Bristol Harbour Village Condominium Number 1, as shown on the amended plan entitled "Plan of Building Sites 2A and 3A, Condominium Number 1" dated January 10, 1973, prepared by Harnish and Lookup Associates, and filed March 12, 1973, as Map No. 6012 in the Ontario County Clerk's Office; N 34°00'E along the southerly right-of-way line of Cliffside Drive as proposed a distance of 11.96 feet to a point of curve; thence along said curve deflecting to the right a distance of 274.92 feet, said curve having a delta angle of 25°00' and a radius of 630.07 feet; thence N 59°00'E a distance of 30.00 feet to a point; thence N 70°17'20"E a distance of 91.34 feet to a point being the northwesterly corner of the parcel of land herein described; thence S 43°30'E along the northerly line of the parcel of land herein described a distance of 166.97 feet to a point; thence S 46°30'W a distance of 382.00 feet to a point; thence n 47°42'30W a distance of 5.00 feet to the northeasterly corner of Condominium Number I and continuing along the northerly boundary line of Condominium Number I, a distance of 203.28 feet to the point and place of beginning, containing an area of 1.894 acres, according to a plan entitled "Plan of Bristol Harbour Village Condominium Number II", prepared by Harnish and Lookup Associates dated March 29, 1973 and filed in the Ontario County Clerk's Office as Map No. ____.

EXHIBIT B

BRISTOL HARBOUR VILLAGE CONDOMINIUM NUMBER II

<u>Unit Designation</u>	<u>Tax Lot Number</u>	<u>Approximate Square Feet</u>	<u>Number of Rooms/Baths</u>	<u>Approximate Square Feet Of Lakeside Balcony¹</u>	<u>Percentage Of Common Elements</u>
61-B	2600-61	1,495	6/2	158	2.10
62-B	2600-62	1,410	5/2	256	1.98
63-B	2600-63	1,410	5/2	256	1.98
64-B	2600-64	1,410	5/2	256	1.98
65-B	2600-65	1,410	5/2	256	1.98
66-B	2600-66	1,410	5/2	256	1.98
67-B	2600-67	1,410	5/2	256	1.98
68-B	2600-68	1,410	5/2	256	1.98
69-B	2600-69	1,410	6/2	256	1.98
70-B	2600-70	1,495	6/2	158	2.10
71-B	2600-71	1,495	6/2	158	2.10
72-B	2600-72	1,410	5/2	256	1.98
73-B	2600-73	1,410	5/2	256	1.98
74-B	2600-74	1,410	5/2	256	1.98
75-B	2600-75	1,410	5/2	256	1.98
76-B	2600-76	1,410	5/2	256	1.98
77-B	2600-77	1,410	5/2	256	1.98
78-B	2600-78	1,410	5/2	256	1.98
79-B	2600-79	1,410	6/2	256	1.98
80-B	2600-80	1,495	6/2	158	2.10
81-B	2600-81	1,495	6/2	158	2.10
82-B	2600-82	1,410	5/2	256	1.98
83-B	2600-83	1,410	5/2	256	1.98
84-B	2600-84	1,410	5/2	256	1.98
85-B	2600-85	1,410	5/2	256	1.98
86-B	2600-86	1,410	5/2	256	1.98
87-B	2600-87	1,410	5/2	256	1.98
88-B	2600-88	1,410	5/2	256	1.98
89-B	2600-89	1,410	5/2	256	1.98
90-B	2600-90	1,495	6/2	158	2.10
91-B	2600-91	1,495	6/2	158	2.10
92-B	2600-92	710	2/1	160	1.00
93-B	2600-93	710	2/1	160	1.00
94-B	2600-94	695	2/1	96	.98
95-B	2600-95	695	2/1	96	.98
96-B	2600-96	710	2/1	160	1.00

¹ Lakeside Balconies are part of the Common Elements, however, each Unit Owner shall enjoy the exclusive use to that Balcony his Unit has private access to.

97-B	2600-97	710	2/1	160	1.00
98-B	2600-98	695	2/1	96	.98
99-B	2600-99	695	2/1	96	.98
100-B	2600-100	710	2/1	160	1.00
101-B	2600-101	710	2/1	160	1.00
102-B	2600-102	695	2/1	96	.98
103-B	2600-103	695	2/1	96	.98
104-B	2600-104	710	2/1	160	1.00
105-B	2600-105	710	2/1	160	1.00
106-B	2600-106	1495	6/2	158	2.10
107-B	2600-107	1495	6/2	158	2.10
108-B	2600-108	2085	7/2	352	2.93
109-B	2600-109	1410	5/2	256	1.98
110-B	2600-110	1410	5/2	256	1.98
111-B	2600-111	990	4/1-1/2	160	1.39
112-B	2600-112	1800	6/2	352	2.53
113-B	2600-113	1410	5/2	256	1.98
114-B	2600-114	1410	5/2	256	1.98
115-B	2600-115	2085	7/2	352	2.93
116-B	2600-116	1,495	6/2	158	2.10