

JUL 13 2017



# Ontario County Clerk Recording Page

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**Matthew J. Hoose, County Clerk**

Ontario County Clerk  
20 Ontario Street  
Canandaigua, New York 14424  
(585) 396-4200

Document Type: **AFFIDAVIT-DEEDS**

Receipt Number: 308881

<b>Grantor (Party 1)</b>
ADAMS, ANTHONY J JR

<b>Grantee (Party 2)</b>

<b>Fees</b>	
Recording Fee	\$20.00
Pages Fee	\$15.00
State Surcharge	\$20.00
Notation Fee	\$1.00
<b>Total Fees Paid:</b>	<b>\$56.00</b>

<b>Control #:</b> 201707110054
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<b>Refers To</b>
D 01153 0522
D 01379 0797

State of New York  
County of Ontario

Recorded on July 11th, 2017 at 10:38:49 AM  
in Liber **01387** of **Deeds**  
beginning at page **0900**, ending at page **0902**,  
with a total page count of **3**.

Ontario County Clerk

*This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York*

**ATTORNEY AFFIDAVIT OF CORRECTION**

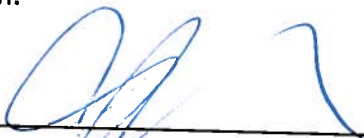
STATE OF NEW YORK )  
COUNTY OF MONROE ) ss:

Anthony J. Adams, Jr., Esq., being duly sworn, deposes and says:

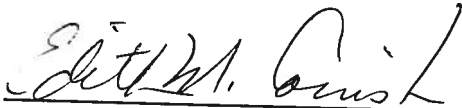
1. I am a principal of Adams Bell Adams, P.C., attorneys for Bristol Harbour Village Condominium Number II.

2. I affirm that the attached document is a true, corrected page from my client's Declaration, filed in the Ontario County Clerk's Office on December 1, 2005, in Liber 1153 of Deeds beginning at page 522 and ending at page 563, as amended in a Amendment to Declarations and By-Laws filed in the Ontario County Clerk's Office on February 16, 2017, in Liber 1379 of Deeds, pages 797-799. The attached is made to correct a typographical error at page 3 of the Bylaws attached to the original Declaration.

Dated: July 5, 2017

  
Anthony J. Adams, Jr., Esq.

Sworn to before me this  
5th day of July, 2017.



Notary Public

**EDITH M. CORNISH**  
**NOTARY PUBLIC, State of New York**  
No. 01CO6191717  
Qualified in Monroe County  
My Commission Expires August 18, 2020

BY-LAWS  
OF  
BRISTOL HARBOUR VILLAGE CONDOMINIUM NUMBER II

Article I

Plan of Unit Ownership

Section 1. Unit Ownership

The property located in the Town of South Bristol, County of Ontario, State of New York (hereinafter called the "Condominium"), Mailing Address – 30 Golfside Circle, 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.

Section 2. Applicability of By-Laws

The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy of the condominium property. The term Condominium property as used herein shall include the land, the building 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 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 in the Town of South Bristol, County of Ontario, State of New York (Mailing Address: 30 Golfside Circle, Canandaigua, New York, 14424) or such other place as determined by the Board of Managers.

AMENDED BY-LAWS

of

BRISTOL HARBOUR VILLAGE CONDOMINIUM NUMBER II

Town of South Bristol  
County of Ontario  
State of New York

GATES & ADAMS, P.C.

28 E Main Street, Suite 600  
Rochester, New York  
14614

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BY-LAWS  
OF  
BRISTOL HARBOUR VILLAGE CONDOMINIUM NUMBER III

Article I

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Section 4. Office

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## Article II

### Board of Managers

#### Section 1. Number and Qualification

The affairs of the Condominium shall be governed by a Board of Managers, composed of seven persons, all of whom shall be Unit owners (whether solely or jointly or in common with others), or spouses of owners, or, in the case of partnership, limited liability company (LLC) or limited liability partnership (LLP), owners, members or employees of such partnership, LLC or LLP; or, in the case of corporate owners, officers, stockholders, or employees of such corporations; or, in the case of fiduciary owners, such fiduciaries or its officers or employees.

#### Section 2. Nomination, Election and Term of Office

Elections for Managers shall be conducted each year at the Annual Meeting of Unit owners, or at any Special Meeting of Unit owners called and noticed for such purpose. Candidates may be nominated by a nominating committee of the Board, or by any Manager or unit owner who is able to secure a second for such nomination by any other Manager or the owner of a different Unit. Voting shall be conducted as provided in Article III.

The term of each Manager shall be three years, with such terms to be staggered so that, to the extent possible, either two or three terms shall expire each year. The members of the Board of Managers shall hold office until their respective successors shall have been elected by the Unit owners.

#### Section 3. Authority

The Board of Managers shall have the authority necessary for the administration of the affairs of the Condominium, except such authority as by law or by the Declaration, may not be delegated to the Board of Managers by the Unit owners. The authority to be exercised by the Board of Managers shall include, but 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, and assessment of common charges as necessary to raise such amounts;
- (c) Collection of the common charges from the unit owners, including filing notices of lien for principal amounts and interest when such amounts have not been

paid when due, and including the commencement of foreclosure or other legal proceedings when deemed appropriate;

(d) Employment and dismissal of such employees, agents and contractors, as necessary for the efficient maintenance and operation of the Condominium;

(e) Adoption and amendment of rules and regulations governing the details of the operation and use of the Condominium property;

(f) Opening of, maintaining, closing or changing bank accounts on behalf of the Condominium and designating the signatories required therefore;

(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, or otherwise dealing with units acquired by, and subleasing units leased to, the Board of Managers, or its designee, corporate or otherwise, but not to vote the votes appurtenant thereto, on behalf of all unit owners;

(j) Organizing one or more corporations or limited liability companies to act as designee 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 as authorized herein or as it otherwise deems in the best interest of the Condominium ;

(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;

(n) Commencing any action or proceeding (including an act necessarily precedent thereto) on behalf of one or more unit owners to enforce their rights under the Declarations, these By-Laws and any related rules, regulations or resolutions made pursuant thereto, or to challenge any real property tax assessment on any Units or Common Elements within the Condominium;

(o) Entering any Unit upon such notice as is reasonable under the circumstances, as necessary for the operation of the Condominium, and taking such action, including making any repairs, as necessary to prevent damage to the Common Elements or to



other Units; provided that any such entry undertaken in the absence of a Unit owner shall, if practicable, be preceded by telephone notice to an owner of the Unit and be witnessed by at least one person.

#### Section 4. Managing Agent and Manager

The Board of Managers may, by vote of a majority of all Managers, employ, remove or replace for the Condominium, a managing agent at such compensation and on such terms as the Board of Managers shall determine, 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), (l) and (o) of Section 3 of Article II. The Board of Managers may not, however, delegate to the managing agent, the powers granted to the Board of Managers by subdivisions (b), (e) or (f), of Section 3 of this Article II, or of the powers granted by subdivisions (g), (h), (i), (j) or (n), except that, upon the Board exercise of such powers, it may act as the Board's designee, and under the Board's direction.

#### Section 5. Removal of Members of the Board of Managers

At any Annual Meeting of Unit owners, or any special meeting of Unit owners called and noticed 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 occurring between meetings of the Unit owners, shall be filled by a vote of a majority of the remaining managers, even though the managers present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Managers for the remainder of the term of the vacating member, unless sooner removed by action of the Unit owners.

#### Section 7. 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 the Board of Managers but at least two such meetings shall be held during each fiscal year, including one within four weeks after Annual Meeting of unit owners. The President or Secretary of the Board shall give written notice of regular meetings of the Board of Managers to each Manager, by mail, fax, e-mail, or in person, at least five business days prior to the day named for such meeting. Every Manager shall be entitled to place a matter for discussion and possible action on the agenda of any regular meeting.

#### Section 8. Special Meetings

Special meetings of the Board of Managers may be called by the President at any time, and shall be called by the Secretary on the written request of at least two members

of the Board of Managers. Written notice shall be given to each member of the Board of Managers, by mail, fax, e-mail, or in person, which notice shall state the time, place and purpose of the meeting. Such notice shall be given at least five business days in advance of a meeting, unless special circumstances require more urgent action.

#### Section 9. 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 in person, by video conferencing or by conference call by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him or her 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. The Board may also take action without a meeting provided that such action is first approved by all managers and is documented in the minutes of the next meeting of the Board.

#### Section 10. 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. A Member shall be deemed present if he or she voluntarily participates in the meeting by telephone or video conferencing. 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, upon reasonable notice to all other managers. 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. Unless otherwise agreed by all Managers present, meetings of the Board shall be conducted in accordance with Robert's Rules of Order as most recently revised.

#### Section 11. Fidelity Bonds

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

#### Section 12. Compensation

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

#### Section 13. Conflicts of Interest

Any manager who has a personal or financial interest in any person or entity with whom or which the Board is contemplating a transaction, contract or relationship shall

disclose such interest to the other managers and shall not be entitled to vote on such matter, but the interested manager may participate in the Board's discussions and may be counted in determining a quorum

#### Section 14. Liability of the Board of Managers

The members of the Board of Managers shall not be liable to the unit owners or any other person for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. To the extent that claims against the Board or any members are not defended and indemnified by available insurance the unit owners shall indemnify, defend and hold harmless each member of the Board of Managers against all liability to others arising out of any business transacted by the Board of Managers on behalf of the Condominium, unless any such transaction shall have been undertaken in bad faith or in material violation of 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 shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all the unit owners in the common elements. Every agreement made by the Board of Managers, or by the managing agent, on behalf of the Condominium shall provide that the members of the Board of Managers, or the managing agent, 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

The Board, by its President or such other officer as the Board may designate, shall call and conduct an Annual meeting of the Unit owners on the first Saturday of October at 10:00 a.m. unless the Board shall have timely selected and noticed an earlier date and time in August or September for such meeting. At such meetings the Board of Managers shall be elected by ballot of the unit owners in accordance with the requirements 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 30 Golfside Circle 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 fifty-one (51%) per cent of all units or fifty-one (51%) percent 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, at such owner's Condominium address or such other address as the owner has provided for such purpose, a notice of each annual or special meeting of the unit owners, at least ten but not more than thirty 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 any unit owners cannot be held because a quorum has not attended, a majority 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. Notice of such adjourned meeting shall be promptly and conspicuously posted at 30 Golfside Circle, but no further notice of such adjourned meeting shall be required.

### 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.

All meetings shall be conducted in accordance with Robert's Rules of Order as most recently revised.

#### Section 7. Title to Units

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

#### Section 8. Voting

Each Unit carries with it the right to one vote, except as otherwise provided in the Declaration or in these By-Laws. The record date for voting purposes shall be the day seven days prior to the meeting in question. 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 or the President, and shall be revocable at any time by written notice to the Secretary or the President by the Unit owner or owners.

Where a Unit has multiple owners any owner may cast the Unit's vote, provided that there may be only one vote per Unit and split votes among the owners of a Unit will not be counted. A proxy for a Unit must be signed by all Owners to be valid. If multiple proxies have been signed for a Unit the latest shall control if reasonably determinable by the board. If the Board cannot reasonably determine which proxy was the latest signed then none of the proffered proxies shall be valid. 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 fifty-one (51%) per cent of the total authorized votes of all Unit owners present in person or by proxy and entitled to vote at any meeting of the Unit owners.

#### 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 entitled to vote shall constitute a quorum at all meetings of the Unit owners.

## Section 11. Majority Vote

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

## Article IV

### Officers

#### Section 1. Designation

The principal officers in 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 all members (whether or not present) 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 or she shall preside at all meetings of the unit owners and of the Board of Managers. He or she shall have all of the general powers and duties which are included which are incident to the office of president of a stock corporation organized under the Business Corporations 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 or she may in his or her 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 or her 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 delegated to him or her 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 or she shall have charge of such books and papers as the Board of Managers may direct; and he or she 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 or she 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 or she shall, in general, perform all duties incident to the office of treasurer of a stock corporation organized under the Business Corporations Law of the State of New York.

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

All agreements, contracts, deeds, leases, and other instruments of the Condominium shall, when authorized by the Board, be executed by the President or Vice-President of the Condominium. Checks may be executed by the Treasurer or by such other person or persons as may be designed by the Board of Managers.

#### Section 9. Compensation of Officers

No officer may 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 unit 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 these By-Laws. 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 their mortgagees.

## Section 2. Insurance

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

(a) Fire and casualty insurance with extended coverage for all reasonably foreseeable risks, including vandalism, malicious mischief and water damage, insuring the Common Elements. 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 an amount equal to the replacement value of the insurable improvements, less a deductible amount determined by the Board. 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 loss payment provisions in favor of the Board of Managers and the Insurance Trustee as hereinafter set forth;

(b) Public liability insurance;

(c) Worker's compensation insurance;

(d) Machinery insurance;

(e) Fidelity insurance;

(f) Directors and Officers liability insurance; and

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

Prior to obtaining any policy of fire and casualty insurance or any renewal thereof, the Board of Managers may obtain an appraisal of the full replacement value of the Common Elements for the purpose of determining the amount of fire and casualty insurance to be effected pursuant to this section. Any cost incurred for said appraisal shall be a common expense.



All such policies shall provide that adjustment of loss shall be made by the Board of Managers, and that the net proceeds thereof, if \$ 200,000.00 or less, shall be payable to the Board of Managers, and if more than \$ 200,000.00 shall be payable to the Insurance Trustee. The Board of Managers shall designate and contract with a bank or trust company having an office in the Counties of Ontario or Monroe, State of New York, to act as Insurance Trustee.

All policies of fire and casualty 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 thirty (30) days' prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of fire and casualty 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 (but with a single limit of not less than \$1,000,000.00) covering each member of the Board of Managers, the managing agent, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Managers shall review such limits annually.

(B) Each Unit owner shall maintain insurance insuring all elements of his/her Unit and its contents, to the full value thereof, against property damage from all causes, including water leakage from the Common Elements. All such policies shall contain waivers of subrogation and a waiver of reduction of liability as a result of any insurance carried by any other person, and a waiver of invalidity arising from acts of the insured, the Board of Managers or other Unit owners. Such policy shall provide that it may not be cancelled or substantially modified without at least 30 days prior written notice to the Board, which may, at its option, pay any premium necessary to continue the required coverage and may add it to the common charges next assessed against the Unit owner. Upon demand by the Board or its designee a Unit owner shall promptly furnish such proof of insurance as the Board may require.

(C) Each Unit owner shall indemnify the Board of Managers, the Condominium Association and the other Unit owners against any damage to the Common Elements caused by such owner's negligence, but only to the extent that such damage is not covered by available insurance.

### Section 3. Repair or Reconstruction After Fire or Other Casualty

In the event of damage to or destruction of the Building as a result of fire or other casualty (unless 75 per cent [75%] or more of the Building is destroyed or substantially damaged, and 75 per cent or more of the Unit owners do not fully and promptly resolve to

proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Common Elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds received by or payable to the Board of Managers or the Insurance Trustee, as the case may be, shall constitute a common expense and the Board of Managers may assess all the Unit owners for such deficit and for completion bond for such deficit as part of the common charges.

If 75 per cent or more of the Building is destroyed or substantially damaged, and 75 per cent or more in number of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the Board may nonetheless arrange for the repair and restoration of the Building common elements or any portion thereof, but 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, and the net proceeds of insurance (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) resulting from such damage or destruction shall be divided among all the unit owners in proportion to their respective common interests, 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 fund all liens on his unit.

Wherever in this Section the words “promptly repair” are used, they shall mean the repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notifies the Board of Managers and unit owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated costs of such work or not more than ninety (90) days after the Insurance Trustee notifies the Board of Managers and the unit owners that such proceeds of insurance are insufficient to pay said estimated costs of such work or, in the event the proceeds of insurance are payable to the Board of Managers, not more than sixty (60) days from the date of receipt by the Board of Managers of proceeds of insurance on account of such damage or destruction, whether or not sufficient to pay the estimated costs of such work, or from the date on which the Board learns that no insurance proceeds will be paid. Wherever the words “promptly resolve” are used, it shall mean at an Annual or special meeting of the unit owners to be held within 30 days from the date that the Building was damaged or destroyed.

#### 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 these By-Laws 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 this unit subsequent to a sale, transfer, or other conveyance by him (made in accordance with the provisions of Article VII of these By-Laws) of such unit, together with the “Appurtenant Interests,” as defined in 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 a purchase money mortgage 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 a purchase money mortgage of such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale of said purchase money mortgage lien.

#### 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 charges due from any unit owner, which remain unpaid for more than 30 days from the due date for payment thereof. All common expenses and assessments shall be based upon the percentage of undivided interest of each unit owner in the common elements set forth in Exhibit B annexed to the Declaration.

#### 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 rate 12 per cent per annum of such common charges from the due date thereof, together with all expenses, including reasonable 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 and Other Remedies

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 requested 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, (but not to vote the votes appurtenant thereto), 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 to any unit owner so requesting the same in writing, 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 or their designee 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. Before exercising its rights hereunder the Board shall attempt to give the breaching party such notice and opportunity to cure as is reasonable under the circumstances.

#### Section 10. Maintenance and Repairs

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

- (a) All Common Elements.
- (b) All portions of any Unit which constitute a part of the exterior of the building
- (c) All Grounds, lawns, paving and site work.
- (d) All incidental damage to one or more units caused by work done by direction of the Board of Managers, except such damages as may be caused inadvertently or in good faith in the exercise of the Board's rights under Article II, Section 3 (a) or Section 9 of this article of these By-Laws.
- (e) Damage to a Unit caused by failure of a Common Element (other than one caused by a sudden and superceding agency or event) to the extent not covered by the Unit owner insurance required (whether or obtained or not) by Section 2(B), but not including any deductible.
- (f) 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 nor shall any work give rise to the basis for filing a mechanic's lien against the unit itself except such work performed on a unit owner's property (excluding common elements) for emergency repair. Nothing

herein contained shall prevent such mechanic's lien being filed against the unit of an 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, whether by failure or otherwise, cause injury or damage to the other units or to the common elements.
- (b) Paint, wallpaper, decorate and maintain the interior surfaces of all walls, ceilings and floors within the unit.
- (c) Perform his/her responsibilities in such a manner and at such reasonable hours so as not to disturb other unit owners residing in the building.
- (d) 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 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.

Promptly report to the Board of Managers or its agent all work that he/she 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 agreement by the Board of Managers to pay therefore. Any failure of the Board of Managers to take action on such notice shall not be deemed a waiver by it of its rights and shall 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 must be in writing and may set forth the terms of such consent and the unit owner shall be required to abide thereby.

#### Section 11. 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 \$20,000, and the making of such additions, alterations, or improvements shall have been approved at a meeting of the Unit owners 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 necessary repairs to the Common Elements, or any additions, alterations, or improvements costing \$20,000.00 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 12. 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 any portion of the Building, reduce the value thereof, or impair any easement or hereditament therein. The unit owner shall cause any work being performed on the units, which in the sole opinion of the Board of Members 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. No person shall repair, alter, replace or move any of the common elements without the prior consent in writing of the Board. No person shall repair, alter, replace or perform work of any kind on the exterior of the building or excavate a basement or cellar without first obtaining in writing the consent of the Board of Managers. No person shall alter or replace any walls except those non-bearing partition walls, which are wholly within his unit, and then only after giving the Board of Managers reasonable notice thereof and an opportunity to object thereto.

## Section 13. 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/she has sole access, or, with the approval of the Managing Agent, 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 tradespersons to utilize exclusively any entrances designated by the Board of Managers or the Managing Agent for delivery of packages, merchandise, or other objects.

(c) No soliciting shall be permitted.

## Section 14. Right of Access

A unit owner shall grant a right of access to his/her unit to the managing agent, and any other person authorized by the Board of Managers for the purpose of making inspections or for the purpose of correcting any condition originating in his/her 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 herein, any costs of repairs shall be borne in accordance with the provisions of Section 10, of this Article.

## Section 15. 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, provided that the unit owners may overrule, modify or add to any such rules at any meeting held pursuant to Article III. Amendments to such rules and regulations shall be furnished by the Board of Managers to each unit owner prior to their effective date. Copies of the rules and regulations, shall be available at the Condominium's office at all times.

## Section 16. 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 clutter, debris, snow, ice, and any accumulation of water, and shall defend and indemnify the Board of Managers, the Condominium Association and the other Unit owners against liability or claims for personal injury (including death) or property damage arising out of any failure to do so. Each Unit owner shall promptly advise the Board or its Managing Agent of any need for repairs to the balcony serving such owner's Unit and the Board shall make such repairs as a common expense, except that the Unit owner shall be responsible to indemnify the Board, on behalf of all other Unit owners, for any repairs required due to any negligence, misuse, or neglect by the Unit owner or his/her invitees

## Section 17. Electricity

Electricity shall be supplied 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/her unit, including the adjacent balcony. 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 18. Sewage Disposal

No high foam detergents or other chemicals which cannot satisfactorily be absorbed by the normal operation of the common sewage disposal system shall be introduced or 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. .

#### Section 2. Notice to Board of Managers



A unit owner who mortgages his unit, shall notify the Board of Management 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 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 endeavor to 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 Use of Units

In order to prevent unreasonable interference with the use by the several unit owners of their units and of the common elements and special common elements appurtenant thereto, and to provide for congenial occupancy 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 residential purposes only, as determined by the Board of Managers either by Rules and Regulations or by resolution on a case-by-case basis.
- (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 lawful and authorized use and occupancy of the units.
- (c) No nuisances shall be allowed on the Condominium property nor shall any use, practice or noise level be allowed which unreasonably interferes with the peaceful possession or proper use of the Condominium property by its residents.

- (d) No immoral, improper, offensive, unlawful or unauthorized use shall be made of the Condominium property or any part thereof, and all 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 or of the Declaration, By-Laws, Rules or Regulations of the Condominium may be abated by the Board of Managers or the Managing Agent or by any law enforcement officer with jurisdiction. The Board may summarily eject or ban from the Condominium property any guest or renter whom it reasonably finds to have been guilty of flagrant or persistent violation. If the Board finds, after notice and opportunity to be heard, that any unit owner has been guilty of persistent violation of any laws, Declaration, By-Law, Rule or Regulation the Board may assess a fine against such owner, not to exceed \$1,000.00, which fine shall, if not otherwise paid, be added to the common charges next assessed against that unit owner.
- (e) No portion of a unit (other than the entire Unit) may be rented.
- (f) Any rental of, or license given to use, a Unit for three months or less shall be voidable by the Board of Managers if for a use not authorized by these By-Laws or if such renter or licensee shall suffer, permit or cause any violation of these By-Laws or any Rule or Regulation duly promulgated. Rentals may be made, with notice to the Board, through any short-term rental program that the Board has approved. Otherwise no Unit may be rented, loaned or licensed for a period of three months or less without advance Board approval.
- (g) The Board of Managers shall cause one parking space and one storage area under the parking deck to be assigned for the exclusive use of each Unit. Second cars of owners, guests, renters or anyone else must be parked in unassigned areas of the parking deck. Boats, trailers recreational vehicles and similar vehicles may be parked only in those areas, and on such terms, as the Board of Managers or the Managing Agent shall designate.
- (h) No alteration or renovation may be made to any Unit, other than to its finishes, without written advance approval from the Board or the Managing Agent.
- (i) The owner of any Unit that will be vacant for more than three consecutive days shall turn off the water to such Unit. Any violation of this provision, or any damage caused or threatened as a result thereof, may be cured or repaired by the Board as elsewhere provided herein at the Unit owner's expense.

## Article VIII

### Sales and Leases of Units

#### Section 1. Sales and Leases

No unit owner other than the Board of Managers may sell or lease for more than three months (hereafter a “qualifying 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 unit 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 its Appurtenant Interests, or a bona fide offer for a qualifying 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 had 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 fifteen (15) 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 a lease shall be executed at the office of the attorneys for the Condominium, in accordance with the terms of the written offer promptly, and in no event more than 45 days after the giving of notice by the Board of Managers of its election to accept such “Outside Offer”. In the case of a purchase, to the extent the Selling Unit owner’s existing mortgage is not satisfied by the purchase price, the Board of Managers may either 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 Law, 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 an "Outside Offer" within fifteen (15) 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. 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 not be modified, amended, extended, or assigned, without the prior consent in writing of the Board of Managers, nor may the tenant sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers. The Board of Managers shall have the 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 any material or persistent failure by the tenant or his/her licensee to abide by any provisions of the Declaration, these By-Laws or the Rules and Regulations adopted hereunder.

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 term 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.

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. No Severance of Ownership

No unit owner shall execute any deed, 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, 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 interest 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 3. 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 by resolution duly passed and recorded in writing, in which even the unit together with the “Appurtenant Interests” may be sold, conveyed, or leased, free and clear of the provisions of such Section.

### Section 4. 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 this Article 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 this Article or in respect to whom the provisions of such section have been waived, upon payment of a reasonable fee not to exceed Twenty-Five Dollars (\$25.00).

### Section 5. 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 6. Exceptions

The provisions of this Article shall not apply with the respect to any sale, conveyance or devise by a unit owner of his/her unit together with the “Appurtenant Interests” to his/her spouse; or to any of his/her children or to his/her parents or parents of his/her spouse, or to his/her brothers and sisters, or any one or more of them, or to units owned by the Board of Managers; 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 Article shall apply to any purchaser of such unit from such mortgagee.

Section 7. Waiver of Rights of Partition

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 to such unit.

Section 8. 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, or except in cases where the Board is satisfied that such unpaid charges shall be paid out of the proceeds of sale.

Article IX

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 percent 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 percent 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. Nothing herein shall impair the right of a unit owner to receive on his/her own account any award made on account of a taking of his/her unit.

Article X

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 XI

### Miscellaneous

#### Section 1. 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 2. 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 3. 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 4. 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 XII

### 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 percent in number of all unit owners at a meeting of unit owners duly held for such purposes. No amendment shall be effective until recorded in the Office of the Clerk of Ontario County.

Article XIII

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 nay 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.

Last Amended August 27, 2005