

SCHEDULE A TO

BY-LAWS

RULES AND REGULATIONS

1. The Townhouse Dwelling Structures (herein referred to as Townhouse) shall be used for residential purposes only, in conformance with the uses as set forth in the Declaration.

2. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Managing Agent except as hereinafter expressly provided. Each Townhouse Owner shall be obligated to maintain and keep in good order and repair, his own Townhouse in accordance with the provisions of the By-Laws.

3. Nothing shall be done or kept in any Townhouse or in the Common Areas which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use without the prior written consent of the Managers. No Townhouse Owner shall permit anything to be done or kept in his Townhouse or in the Common Area which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas.

4. Townhouse Owners shall not cause or permit anything to be hung on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or

doors, roof or any part thereof or exposed on or at any window, without the prior written consent of the Managing Agent.

5. No animals or reptiles of any kind shall be raised, bred or kept in any Townhouse or in the Common Areas, except that dogs, cats or other household pets, not to exceed two (2) per Townhouse may be kept in Townhouses, subject to the Rules and Regulations adopted by the Managing Agent, provided they are not kept, bred or maintained for any commercial purposes, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Properties subject to these restrictions upon three (3) days' written notice from the Managing Agent.

6. No noxious or offensive activity shall be carried on in any Townhouse, or in the Common Areas, nor shall anything be done therein, either willfully nor negligently, which may be or become an annoyance or nuisance to the other Townhouse Owners or occupants.

7. Nothing shall be done in any Townhouse, or in, on or to the Common Areas which will impair the structural integrity of any building or which would structurally change any of the buildings.

8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Townhouse or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

9. No industry, business, trade, occupation or profession of

any kind, commercial, religious, educational or otherwise, designed for profit, altruism or otherwise shall be conducted, maintained or permitted on any part of the Properties, nor shall any "For Sale", "For Rent" or "For Lease" signs larger than five (5) square feet, or other windows displays or advertising, be maintained or permitted on any part of the Properties or in any Townhouse therein, nor shall any Townhouse be used for transient, hotel or motel purposes. The right is reserved by the Sponsor and Managing Agent, or their agent, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee who may become the Owner of any Unit to place such signs on any Townhouse owned by such mortgagee.

10. Nothing shall be altered on, constructed in or removed from the Common Areas, except upon written consent of the Managing Agent.

11. Each Owner shall keep his Townhouse in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows any dirt or other substances.

12. All radio, television or other electrical equipment of any kind or nature installed or used in each Townhouse shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Townhouse Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical

equipment in such Townhouse.

13. The Agents of the Board of Directors or the Managing Agent, and any contractor or workman authorized by the Board of Directors or the Managing Agent, may, upon notice to Owner, enter any Townhouse at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

14. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

15. Townhouse Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

16. No Townhouse Owner or occupant or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit, any inflammable, combustible or explosive fluid, material, chemical or substance.

17. If any key or keys are entrusted by a Townhouse Owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Directors, whether for such Townhouse or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Townhouse Owner or occupant, and the Board of Directors shall

not be liable for injury, loss or damage of any nature, whatsoever directly or indirectly resulting therefrom or connected therewith.

18. The Common Areas shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Townhouses.

19. No nuisances shall be allowed on the Properties nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Properties by its residents.

20. No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Properties shall be eliminated, by and at the sole expense of the Townhouse Owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

21. No portion of a Townhouse (other than the entire Townhouse) may be rented, and no transient may be accommodated therein.

22. No washing or repair of motor vehicles shall take place on any of the Property, nor shall the roadway be used for parking motor vehicles, including specifically, trucks, commercial vehicles or trailers, campers or buses. The parking spaces shall not be used for

storage or long term parking in excess of seven (7) days without use of any motor vehicle, including specifically trucks, campers, buses, trailers, boats, automobiles etc. Any such parking shall be subject, in addition, to any restriction due to zoning or local ordinance requirements.

23. Each Townhouse Lot Owner, his family or guests will have use of the parking spaces in the Common Area on a first come first serve basis.

24. No person shall park a vehicle or otherwise obstruct any roadway or sidewalk on the Properties nor shall baby carriages, strollers, velocipedes or bicycles be allowed to stand on sidewalks or driveways.