

acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale, or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereafter collectively called the "Appurtenant Interests") pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, or (b) the Board of Managers shall purchase at a foreclosure or other judicial sale, or in any other manner acquire, a Unit together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests 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 designees, on behalf of all Unit Owners, shall be held by the Board, or its designee, on behalf of all Unit Owners in proportion to their respective common interests.

Section 11.05. Right to Grant Permits, Licenses and Easements. Notwithstanding anything to the contrary which may be contained in this Declaration, the Board of Managers shall have the right to grant permits, licenses and easements over the common element areas for utilities, roads, and other purposes necessary for the proper operation of the Property.

ARTICLE XII

OBLIGATIONS, RESPONSIBILITIES COVENANTS, AND RESTRICTIONS

Section 12.01. All Unit Owners, Tenants and Occupants Subject to Condominium Documents Which Run With the Land. All present or future Unit Owners, tenants, occupants, or any other person that might use the Units or the Property in any manner, are subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into of occupancy of any Unit shall signify that the provisions of this Declaration and the By-Laws and the Rules and Regulations are accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Units, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

Section 12.02. Units to be Properly Maintained. Unit Owners shall maintain their Units in good repair and overall appearance.

Section 12.03. Mortgages on Units. Any Unit Owner who mortgages such Unit Owner's Unit shall promptly provide the Board of Managers with the name and address of the mortgagee.

Section 12.04. Notice to Mortgagees. The Board of Managers shall give such written notice to the holders of mortgages encumbering Units as is required by various provisions of this Declaration or of the By-Laws.

Section 12.05. No Nuisances. No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents.

Section 12.06. No Immoral or Unlawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 12.07. Advertising and Signs. Except for signs erected by or with the permission of the Sponsor in connection with the initial lease or sale of Units, no additional sign or other advertising device of any nature shall be placed for display to the public view on any Unit or other portion of Property (including temporary signs advertising property for sale or rent), except with the consent of the Board of Managers.

Section 12.08. No Animals, Birds and Insects. Except for two (2) animals total per Unit, including dogs not identified as an "aggressive breed," or that would cause an increase in the Condominium liability insurance premium, in the sole discretion of the Board of Managers, cats, fish or birds kept in a cage, to be owned by a Unit Owner, no animals, birds or insects shall be kept or maintained in a Unit or other portion of the Property, except with the consent of the Board of Managers which may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, birds and insects and (ii) prohibit certain types of animals, birds or insects entirely. In any event, pets may be allowed outdoors only when accompanied by a responsible person and leashed. The Board of Managers shall have the right to require any Unit Owner (or any tenant of any Unit Owner, or any family member or guest of any Unit Owner or tenant) to dispose of any animal, bird or insect, if, in the opinion of the Board of Managers, acting in its sole discretion, such animal, bird or insect is creating a nuisance because, e.g., the Unit Owner does not clean up after the animal, the animal is too noisy, or the animal is not properly controlled. All dogs must be leashed when on the Property.

Section 12.09. Protective Screening and Fences. Any screen, planting, fence enclosures or walls initially placed on a Unit or other portion of the Property by the Sponsor shall not be removed or replaced with other than a similar type of planting, fence or wall except with the permission of the Board of Managers. Except for the foregoing, no fence, wall, or screen planting of any kind shall be planted, installed or erected upon said Unit or other portion of the Property unless approved by the Board of Managers. Notwithstanding the foregoing, no fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic. Notwithstanding the provisions of this section, the Units will include one 8 foot privacy fence running between the adjacent Units in a Building installed by the Sponsor. The Unit Owners shall have the right to construct, at their sole cost and expense, up to an additional two privacy fence sections running from the outside corner of their Unit and running parallel to the privacy fence installed by Sponsor, provided such fence sections are the same size (not to exceed 8 feet in length), quality, material and appearance as the privacy fence installed by Sponsor.

Section 12.10. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (all of which are referred to

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

Section 12.11. No Above Surface Utilities Without Approval. No facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the Property without the prior written approval of the Board of Managers.

Section 12.12. No Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or Unit Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances, shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort or welfare, (ii) be injurious to property, vegetation or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulation or other governmental law, ordinance or code.

Section 12.13. Structures Other Than Residential Units. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction or other temporary structure or structure outside of a Unit shall be; (i) used, temporarily or permanently, as a dwelling on the Property; except with the consent of the Board of Managers; and (ii) no such structure nor any patio, fence or deck shall be placed on the Property; except by the Sponsor in the course of construction of the Units or as part of the initial construction of a Unit; or if by a party not the Sponsor, with the consent of the Board of Managers.

Section 12.14. No Television and Communication Antennas. No outside television, radio, "C.B." or other communication antenna shall be erected on any Unit or other portion of the Property except for (i) satellite dishes of such a size and in such a location as approved by the Board of Managers, or (ii) video antennas specifically permitted under the Telecommunications Act of 1996, 47 C.F.R. 1.4000, as amended from time to time.

Section 12.15. Trees and Other Natural Features. After the transfer of title by the Sponsor to a Unit or other portion of the Property no trees shall be removed from the Property except with the permission of the Board of Managers. The Board of Managers, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property.

Section 12.16. Residential Use Only. Except as provided in Section 12.17 below, the Property shall be used only for residential purposes and purposes incidental and accessory

thereto; except that, prior to transfer of title by the Sponsor to all of the Property, the Sponsor may use one or more Units or other portions of the Property for model homes or as a real estate sales office.

Section 12.17. No Commercial and Professional Activity on Property. No wholesale or retail business, including any salon, studio, laboratory, home industry shall be conducted on the Property without the consent of the Board of Managers, except (i) by the Sponsor in conjunction with the initial construction of the Parkview Place Development, or the lease or sale of Lots and Units; (ii) the conducting of business by the Owner by telephone; or (iii) as approved by the Board of Managers. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above; to the extent approved by the Town of Gates.

Section 12.18. No Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Sponsor, no extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on such Lot or portion thereof, except with the consent of the Board of Managers.

Section 10.13. No Oversized, Commercial, Recreational, or Unlicensed Vehicles, Camper Bodies, Boats or Trailers. Unless used in connection with the construction or sale of Units and Buildings by the Sponsor, or maintenance of the Property, or unless garaged or otherwise consented to by the Board of Managers, the following shall not be permitted on the Property: (i) oversized vehicles (vehicles which will not fit into a Unit's garage); (ii) commercial vehicles (as determined by the Board of Director's in its sole discretion); (iii) recreational vehicles; (iv) unlicensed motor vehicles of any type; (v) camper bodies; and (vi) boats or trailers.

Section 12.19. No Parking on Association Property. No parking on any Common Property shall be permitted.

Section 12.20. No Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted within the Property unless authorized by the Board of Managers.

Section 12.21. Lease of Entire Units Only. An Unit Owner shall not lease less than an entire Unit.

Section 12.22. Unit Lease Term. No lease of a Unit shall be for an initial term of less than twelve (12) months, except for leases for Units owned by Sponsor, which shall have no minimum term.

Section 12.23. No Operation of Snowmobiles, Motorcycles, All Terrain Vehicles or Similar Motor Vehicles. The operation of snowmobiles, motorcycles, all terrain vehicles or similar vehicles is prohibited within the Property unless authorized by the Board of Managers.

Section 12.24. No Rock Salt. Unit Owners shall not use rock salt to deice patios, walks or stoops.

Section 12.25. Cooking Grills. Unit Owners shall not operate outdoor cooking grills on porches of the Units under any overhanging surface of the Unit.