

CONDOMINIUM DECLARATION
ESTABLISHING
HAMLIN MEADOWS CONDOMINIUM C

ARTICLE I

SUBMISSION OF PROPERTY

Section 1.01 Submission. The Unit Owners (defined below) hereby submit the lands described on Schedule B hereto and made a part hereof, together with all improvements thereon erected to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act").

ARTICLE II

DEFINITIONS

Section 2.01 Definitions.

"Board of Managers" shall mean and refer to that body of individuals elected or appointed pursuant to the By-Laws to administer the operation and maintenance of the Condominium Property.

"Building" shall mean and refer to the dwelling structures described on Schedule C attached hereto and as more particularly described in Article III below.

"By-Laws" shall mean and refer to the framework and procedures pursuant to which the Condominium will be operated. The By-Laws are attached to this Declaration as Schedule F attached hereto.

"Common Elements" shall mean all of the Property, except for the Units and the Buildings, as more particularly described in Article V below.

"Condominium" shall mean and refer to Hamlin Meadows Condominium C.

"Consent of Eligible Mortgage Holders" shall mean and refer to actual written consent received from Eligible Mortgage Holders representing at least 51% in number and in common interest of all Units subject to mortgages held by Eligible Mortgage Holders, which consent may be implied for any particular Eligible Mortgage Holder who fails to object in writing to the giving of such consent within 60 days after receipt of the request for such consent.

"Declaration" shall mean and refer to this Condominium Declaration which, by being recorded in the Recording Office, subjects the Property to the provisions of Article 9-B of the Real Property Law of the State of New York.

“Eligible Mortgage Holder” shall mean and refer to the holder of a first mortgage on a Unit.

“Hamlin Meadows Development” shall mean and refer to the land described on Schedule A attached, together with all improvements thereon and all easements, rights and appurtenances belonging thereto.

“Institutional Mortgagee” shall mean and refer to a bank, savings and loan association, life insurance company, pension trust, trust company, the Federal National Mortgage Association (“Fannie Mae”), the Federal Home Loan Mortgage Corporation (“Freddie Mac”) or any lender approved by Fannie Mae or Freddie Mac which holds a first mortgage on a Unit.

“Owners” shall mean and refer to the Unit Owners, collectively.

“Property” or “Condominium Property” shall mean and refer to the land described on Schedule B attached and all improvements thereon (including the Units, the Buildings and the Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

“Recording Office” shall mean and refer to the Monroe County Clerk’s Office.

“Rules and Regulations” shall mean and refer to those guidelines relating to the use of the Property as may be adopted by the Board of Managers, as the same may be amended from time to time by the Board of Managers.

“Sponsor” shall mean and refer to Hamlin Meadows, LLC, its successors and assigns.

“Unit” shall mean and refer to a Building, which is a single family detached “patio style” structure. A Unit shall also include Sponsor’s exclusive right to construct Buildings on certain restricted Common Elements as set forth in Section 5.06 below.

“Unit Owner” shall mean and refer to the record owner of a Unit in the Condominium.

ARTICLE III

BUILDINGS

Section 3.01 Buildings. There will be 18 Buildings on the Property, each being a single family detached “patio style” structure. Each Building shall be a single Unit, for a total of 18 Units in the Condominium. Schedule C contains a description of the Buildings including the materials of which each Building is constructed. The Property on which the Buildings are located is more particularly described in Schedule B. The Buildings location on the Property are

shown on the condominium map prepared by Land Tech Surveying & Planning P.L.L.C. and filed in the Recording Office under Civil Actions Index No. _____ (the "Site Plan").

ARTICLE IV

UNITS

Section 4.01 Number and Address of Units. There will be 18 Units in the Condominium. The Units are designated by their Unit designations (i.e. C1-C18) shown on Schedule D, attached hereto, and each Unit has a street number address on Beehler Lane, a public street.

Section 4.02 Designations, Locations and Plans of Units. Schedule D is a list of all Units, their Unit designations, tax lot numbers, approximate areas, number of rooms, percentage of interest in the Common Elements, defined below, and Common Elements to which each Unit has immediate access (all except the percentage interest in the Common Elements as are shown on the floor plans of the Buildings, certified by Land Tech Surveying & Planning P.L.L.C., and filed or to be filed in the Recording Office under Civil Actions Index No. _____ (the "Floor Plans")). If the Floor Plans do not include a verified statement by such engineer that such plans fully and fairly depict the layout, location, Unit designations and approximate dimensions of any particular Unit or Units as built, there shall be recorded prior to each first conveyance of such particular Unit or Units an amendment to this Declaration to which shall be attached a verified statement of a registered architect or licensed professional engineer certifying that the plans theretofore filed, or filed simultaneously with such amendment, fully and fairly depict the layout, location, Unit designations and approximate dimensions of those particular Unit(s) as built. The Site Plan shows the designation and location of the Units on the Property.

Section 4.03 Dimensions of Units. Each Unit is the entire Building. As shown on the Floor Plans, each Unit is measured horizontally from the exterior surface of the concrete foundation wall of all opposite walls to the exterior surface of the concrete foundation of all opposite walls; and from the exterior surfaces of the exterior walls of the Building to the opposite exterior surface of the exterior walls; and vertically from the lower surface of the concrete forming the basement floor of the Unit and floor of the garage to the upper exterior surface of the shingles forming the roof of the Unit. The entire Building is the Unit. Doors, windows, soffits, roof overhangs and walls, patios and decks, are part of the Unit. All pipes, wires, sump pumps and conduits from the gas and electric meters to the Unit are part of the Unit. The garage door, including all mechanical parts and hardware, is part of the Unit.

Section 4.04 Occupancy Restrictions. The Condominium is intended and operated for occupancy by persons 55 years of age or older, as described in the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), 42 U.S.C. §§3601-3619, 3631, as may be amended from time to time (the "Fair Housing Act"). At least 80% of occupied Units in the Condominium must be occupied by at least one individual who is 55 years of age or older. Provided that the Condominium qualifies as housing intended and operated for occupancy by persons 55 years of age or older under the Fair Housing Act, individuals under the age of

18 years old are not permitted to occupy a Unit in the Condominium, except that persons under the age of 18 are permitted to visit occupants of a Unit for a period of time which shall not be in excess of 10 consecutive days, and which shall not be for a period in excess of 30 total days for a calendar year.

Section 4.05 Renting of Units. Units in the Condominium may not be rented to anyone who is under the age of 55 years.

Section 4.06 Ownership of Units. Each Unit will be sold to one or more Unit Owners, with such Unit Owner(s) obtaining fee ownership to the Unit acquired and the appurtenant undivided interest in the Common Elements, all as set forth in Schedule D of this Declaration. Upon acquiring title in such manner, such purchaser(s) shall become a Unit Owner(s) in the Condominium C and will remain such so long as such Unit is owned by such Unit Owner(s).

Section 4.07 No Partition of Units. No Unit (including the interest in the Common Elements appurtenant thereto) shall be subject to partition by the Unit Owner.

ARTICLE V

COMMON ELEMENTS

Section 5.01 Definition of Common Elements. The Common Elements consist of all the Property except the Units, including, but without limitation, the following: (i) the land (including the land under the Units) and improvements on the Property, except for the Units; (ii) all utility or other pipes, wires, conduits and other material which are not part of the Units and not owned by a municipality or public utility companies; (iii) the driveways, grass areas and sidewalks (if not owned by the Town of Hamlin); (iv) mailboxes; and (v) all other apparatus and installations on the Property for common use or which may be necessary or convenient to the existence, maintenance or safety of the Property.

Section 5.02 Interest in Common Elements. The Unit Owner(s) of a Unit shall (collectively, if more than one) have such percentage interest in the Common Elements as is set forth on Schedule D attached hereto and shall bear such percentage of the common charges of the Condominium.

The percentage of interest of each Unit in the Common Elements has been determined in accordance with Section 339-i.1(iii) of the New York Condominium Act, on the basis of equal percentages (or nearly equal so that percentage interests total 100%) as of the date of filing of this Declaration.

The interest in the Common Elements as expressed herein shall have a permanent character and shall not be altered without the consent of all Unit Owners affected, as well as their mortgagees, expressed in a duly recorded amendment hereto.

The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even

though such interest is not expressly mentioned or described in the conveyance or other instrument. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an individual interest in the Common Elements will be void unless the Unit to which that interest is appurtenant is also transferred.

Section 5.03 Eminent Domain. Notwithstanding Section 5.02 above, if a Unit or Units, or the Common Elements, or any portion thereof is taken by eminent domain, the following shall apply:

(a) Notification. The Board of Managers shall give written notice to all Unit Owners of any notification received by the Board of Managers advising it of a pending or threatened condemnation of any portion of the Property.

(b) Action to Contest Condemnation. The Board of Managers shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Elements or which touches upon, concerns or affects the use of the Common Elements. No Unit Owner or tenant of a Unit shall impair or prejudice the action of the Board of Managers in contesting such condemnation. Such restriction or prohibition shall not preclude a Unit Owner or tenant of a Unit from contesting the taking in such condemnation or eminent domain proceeding of the Unit owned or rented by such Unit Owner or tenant. In any action contesting a taking by condemnation or eminent domain proceeding, the Board of Managers shall request the court to set forth the allocation of the condemnation award among the Unit Owners affected, taking into account the respective percentage interest in the Common Elements, the effect of the taking on each Unit affected thereby and any other relevant factors.

(c) Partition Action in Lieu of Continuation of Condominium C after Partial Taking by Condemnation. If any condemnation or eminent domain proceeding results in a partial taking of the Property, then the Property or so much thereof as shall remain shall be subject to an action for partition as provided for by Section 399-t of the Real Property Law, as said Section may be amended from time to time, in which event the net proceeds of sale, together with the net proceeds of the award from the condemnation or eminent domain shall be considered one fund and 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 such Unit Owner's share all liens on such Unit Owner's Unit.

(d) Distribution of Condemnation Awards for Taking of Common Elements. Except as provided in (c) above and except for any award obtained by a Unit Owner for the Unit as further provided in (b) above, in the event that all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to an insurance trustee (bank, trust company, law firm or attorney) selected by the Board of Managers if the award is more than \$100,000.00 and to the Board of Managers if the award is \$100,000.00 or less. (This \$100,000.00 limit shall automatically increase each calendar year by 5% over the limit of the previous year.) The Board of Managers or the insurance trustee, as the case may be, shall arrange for the repair, restoration or replacement of such Common Elements

to the extent reasonably possible, and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments.

If there shall be a surplus of such proceeds or if the Board of Managers or insurance trustee cannot reasonably repair, restore or replace the Common Elements taken, the proceeds shall be distributed among the Unit Owners and the percentage interests in the Common Elements of the Condominium reallocated among the remaining Units (i) as the court shall have directed, or (ii) as provided in (e) below, (i.e., if there was no direction by the court), taking into account the respective percentage interests in the Common Elements of the Units affected thereby, the effect of the taking on each Unit affected thereby after the completion of any repair, restoration or replacement by the Board of Managers or insurance trustee and any other relevant factors. Any court direction as to such distribution shall be final. Any Unit Owner or tenant who wishes to contest a determination by the Board of Managers may do so by submitting the matter to the American Arbitration Association for a determination of a fair and proper distribution, or reallocation of percentage interests in the Common Elements, as the case may be, which shall be binding on the Board of Managers, and on all Unit Owners and tenants. The cost of such arbitration shall be borne solely by the Unit Owner or tenant submitting the matter for arbitration.

After any determination for reallocation of percentage interests in the Common Elements, the Unit Owners shall promptly prepare, execute and record an amendment to the Condominium Declaration reflecting such reallocation, which said Amendment need only be executed by Unit Owners affected and by a majority of the Board of Managers.

(e) Partial or Total Taking of Units. Subject to the direction of any court as described in (d) above, if an entire Unit is so taken, or if part of a Unit is taken such that the remaining portion may not be practically or lawfully used for any purpose permitted by this Declaration, that Unit's entire interest in the Common Elements shall be automatically reallocated to the remaining Units in proportion to the respective common element interests of those Units before the taking. If part of a Unit is so taken, such that the remaining portion may be practically and lawfully used for a purpose permitted by this Declaration, that Unit's interest in the Common Elements shall be reduced in proportion to the reduction and size of the Unit in a manner consistent with the manner in which common element interests were originally determined under Section 5.02 above; the portion of the interest in the Common Elements so divested shall be automatically reallocated to that Unit and to the remaining Units in proportion to the respective common element interests of those Units before the taking, with the partially-taken Unit participating in the reallocation on the basis of its reduced interest in the Common Elements.

(f) Condemnation Provisions Subject to Existing Law. All provisions of this Section 5.03 are subject to interpretation in accordance with the law in effect at the time of any condemnation or eminent domain proceeding. Should all or any portion of the provisions of this Section 5.03 be deemed illegal at such time, the distribution of proceeds, rights with respect to partition and allocation of percentage interests in the Common Elements after a partial taking, shall be as a court of law shall determine.

Section 5.04 Common Elements to Remain Undivided. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law and unless consented to by Eligible Mortgage Holders.

Section 5.05 Abandonment, Encumbrance, Conveyance or Transfer of Common Elements. The Common Elements shall not be abandoned, encumbered, conveyed, or transferred without the consent of all the Unit Owners, who shall vote upon written ballot which shall be sent to every Unit Owner not less than 30 days nor more than 50 days in advance of the date or initial date of the canvass for voting on the proposed abandonment, encumbrance, conveyance or transfer. Any such abandonment, encumbrance, conveyance or transfer shall require the Consent of Eligible Mortgage Holders.

Notwithstanding the foregoing, the Board of Managers shall have the power to grant easements, rights of way or licenses for utilities or other similar services (e.g., cable television) across the Common Elements, with or without consideration.

Section 5.06 Restricted or Limited Common Elements. Subject to the right of the Board of Managers to enter upon any restricted area for maintenance, repair or improvement of a Unit or Common Element and subject to the rules of the Board of Managers (see Article VI of this Declaration) the following portions of the Common Elements are restricted in use as specified below:

(a) The land which is located directly beneath each Unit or portion of a Unit, as well as the driveway and front walkway servicing such Unit, are restricted or limited in use to the Unit Owner of the Unit located above it, or contiguous to it.

(b) Each mailbox on the Property is restricted or limited in use to the Unit Owner of the Unit to which such mailbox is assigned from time to time by the Board of Managers.

(c) The ground area on which is located, or at any time in the future is located, any air conditioning condenser, is restricted or limited in use to the Unit Owner(s) of the Unit which is serviced by such air conditioning condenser.

(d) A porch, patio or deck, if any, abutting a Unit are restricted or limited in use to the Unit Owner(s) of the Unit that abuts the porch, patio or deck.

(e) Sponsor is granted the exclusive right to construct a Building on each particular unit location shown on the Site Plan on which a Building is not yet built.

ARTICLE VI

THE CONDOMINIUM PROPERTY - USE, OPERATION, PRESERVATION, MAINTENANCE AND REPAIR

Section 6.01 Repairs and Maintenance Which Are the Responsibility of the Board of Managers. Unless otherwise provided in this Declaration or the By-Laws or performed

by any governmental entity or independent authority, all maintenance, repairs and replacement to the Common Elements of the Property including but not limited to landscaped areas (except landscaping installed by a Unit Owner), snow removal from all driveways which serve the Units (the Board of Managers shall not be responsible for any other maintenance or repairs to the driveways which serve the Units), as well as all maintenance, repairs and replacements to any pipes, wires, conduits and other utility lines as are located in the Common Elements but serve two (2) or more Units, shall be the responsibility of the Board of Managers. The cost of all such maintenance, repairs and replacements shall be a common expense unless occasioned by a negligent or willful act or omission as provided in Section 6.02 below. The Board of Managers shall be responsible for the maintenance of all shrubbery and other plantings installed by or at the direction of the Sponsor or the Board of Managers on the Property, but not for shrubbery, flower beds or other plantings installed by or at the direction of any Unit Owner or Unit occupant.

The Board of Managers may increase (or decrease) its maintenance responsibilities, provided: (i) such increase or decrease is approved in writing by the Unit Owners of two-thirds of all Units owned independently of the Sponsor; and (ii) if such increase or decrease is proposed while the Sponsor holds title to any portion of the Property, the written consent of the Sponsor will be required, which consent shall not be unreasonably withheld.

Any responsibility for maintenance, repair or replacement with respect to the Property and Units which is not the responsibility of the Board of Managers is the responsibility of and shall be made at the cost and expense of, the respective Unit Owner(s) of such Units.

Subject to the provisions of Section 6.02 below, the cost of all maintenance performed by the Board of Managers shall be allocated to the Unit Owners as common expenses as set forth in Article X below or the By-Laws.

The Board of Managers shall have an easement and right of access for maintenance and repairs as set forth in Section 8.03 of this Declaration.

Section 6.02 Repairs and Maintenance Which Are the Responsibility of the Unit Owners. All maintenance to the Unit, inside or out, (including painting and decorating of the Units), repairs, and replacements to the Units including windows (including all glass breakage), windows, doors, garage doors, pole lights, pole lamps, hose bibs, doorbells, screens, storm doors, driveways, air conditioner pads associated with their respective Unit, decks or patios which abut and service a Unit, and maintenance and repairs to lines, pipes, sump pumps, ducts, wires, cables, chutes, conduits, connections, fittings and fireplace chimneys and flues shall be made by the respective Unit Owners at their own expense and at such frequency as the Board of Managers shall determine to be appropriate from time to time. Maintenance, repair and replacement of pipes, wires, conduits and public utility lines servicing more than one Unit and for which a utility company or other public entity is not responsible (whether or not such lines and facilities are on the Property) shall be the responsibility of, and at the expense of the Board of Managers. The Unit Owner served by a water or sewer lateral shall be responsible for repairing, cleaning or unclogging it.

Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 6.01 above but which is occasioned by a

negligent or willful act or omission of a Unit Owner (including: (i) any family member, tenant, guest or invitee of such Unit Owner; (ii) any family member, guest or invitee of the tenant of such Unit Owner; and (iii) any guest or invitee of (a) any member of such Unit Owner's family, or (b) any family member of the tenant of such Unit Owner) or the Sponsor shall be made at the cost and expense of such Unit Owner or the Sponsor, as the case may be. If such maintenance, repair or replacement is performed by the Board of Managers, it shall not be regarded as a common expense, but shall be deemed an assessment against the Unit of such Unit Owner and, as such, shall be a charge and continuing lien upon such Unit, shall constitute a personal obligation of the Unit Owner, and shall be collectible in the same manner as common charges and special assessments under this Declaration or under the By-Laws.

In the event that a Unit Owner fails to make any maintenance or repair, which maintenance or repair is necessary to protect any of the Common Elements or any other Unit, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so, weather permitting, after reasonable notice, except that, in the event of an emergency situation, e.g., to prevent immediate damage to the Unit, other Units or the Common Elements, no notice), and to charge the Unit Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to such Unit Owner's Unit or for repairs to any common element and which the Unit Owner is obligated to maintain pursuant to these By-Laws or the Declaration or Rules and Regulations, and the Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon, and, in such event, the Unit Owners shall be liable for the reasonable attorneys' fees and costs of such suit or proceeding together with interest on all sums due.

Section 6.03 Quality and Frequency of Maintenance and Repairs. All maintenance, repair and replacement, whether or not performed by the Board of Managers, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property. The Board of Managers may establish reasonable schedules and regulations for maintenance, repair and replacement of the property which it is obligated to maintain, repair or replace pursuant to Section 6.01, which schedules and regulations shall take into account the useful life of any painting and exterior materials and the enhancement and preservation of the appearance and value of such property.

All repairs, painting and maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows, decks, or the exterior surface of any Building, including roofs, or to any generally visible portion of the Common Elements shall be carried out in such manner so as to conform to the materials, style and color of the materials as they existed prior to such repair, painting or maintenance and shall be compatible with the architectural design of the Building(s), unless the Board of Managers authorizes a variance of such standard.

Section 6.04 Restrictions on Use of Units and Common Elements. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be in accordance with the following:

(a) Occupancy shall be limited to residential purposes only and subject to such limitations as set forth in the Declaration (See Article XII).

(b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and capable and which are incident to the use and occupancy of the Units.

(c) No portion of a Unit may be rented, and no transient tenants, i.e., tenants occupying the premises under an initial lease term of less than thirty (30) days, may be accommodated therein, except for leases for Units owned by the Sponsor, which shall have no minimum term.

(d) No wholesale or retail business including any salon, studio, laboratory, home industry, or medical or dental office, shall be conducted in any Unit or other portion of the Property, except for the conducting of business by electronic devices. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above or preclude the Sponsor from using a Unit as a model home or sales office.

Section 6.05 No Obstruction of Common Elements and Facilities. A Unit Owner shall not obstruct the Common Elements. The Common Elements and facilities shall be used only for those purposes for which they are reasonably suited and capable.

Section 6.06 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. Copies of the Rules and Regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective.

Section 6.07 Abatement and Enjoinment of Violations. The violation of the Rules or Regulations adopted by the Board of Managers, or the breach of any provision of this Declaration or of the By-Laws, shall give the Board of Managers (and each aggrieved Unit Owner with respect to any violation or breach by any other Unit Owner or by the Board of Managers) the right, in addition to any other rights set forth in this Declaration or in the By-Laws: (a) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity and at the expense of the defaulting party, the continuance of any such breach; or (b) give the Board of Managers the right to establish a penalty in accordance with Section 6.09 below. Prior to exercising such right, the Board of Managers or Unit Owner or Unit Owners, as the case may be, shall, if reasonably possible, notify the Unit Owner and mortgagee (if known) of the Unit or Units involved and provide a reasonable amount of time for the cure of such violation or breach. In any case of flagrant or repeated violation by a Unit Owner (or one for whom such Unit Owner is responsible), such Unit Owner may be required by the Board of Managers to give sufficient surety for future compliance.

All rights, remedies and privileges granted to the Board of Managers and to aggrieved Unit Owners herein shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising such right or rights from exercising such other and additional rights, remedies or privileges as may be granted by this Declaration, or by the By-Laws or the Rules and Regulations of the Condominium C at law or in equity.

Section 6.08 Obligation and Lien for Cost of Enforcement. If an action or other means of enforcement are brought to extinguish a violation of Rules or Regulations adopted by the Board of Managers or to enforce the provisions of this Declaration or of the By-Laws, the cost of such action or enforcement, including legal fees, shall become a binding personal obligation of the violator. If such violator is (i) the Unit Owner, or (ii) any family member, tenant or guest or invitee of such Unit Owner, or (iii) a family member, guest or invitee of a tenant of such Unit Owner, or (iv) a guest or invitee of (a) any member of such Unit Owner's family or (b) any family member of the tenant of such Unit Owner; such cost shall also be a lien upon the Unit or Units of such Unit Owner.

Section 6.09 Penalties and Fines. In addition or as an alternative to an action at law or suit in equity, the Board of Managers may, with respect to any violation of this Declaration or of the By-Laws or of any Rules and Regulations of the Condominium or of any committee of the Condominium, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against a Unit Owner or occupant shall be deemed an assessment against the Unit of such Unit Owner and, as such, shall be a charge and continuing lien upon such Unit, shall constitute a personal obligation of the Unit Owner, and shall be collectible in the same manner as common charges and special assessments under this Declaration or under the By-Laws.

Section 6.10 Unit Owner Responsible for Tenants. Any lease of a Unit shall be for a term of not less thirty (30) days, except for leases for Units owned by the Sponsor, which shall have no minimum term, and shall be in such format and on such lease form, if any, as supplied and approved from time to time by the Board of Managers. Any such lease shall provide for full compliance by the tenant with this Declaration and with the By-Laws and the Rules and Regulations and the Unit Owner shall be responsible for any violations by such tenant.

ARTICLE VII

ALTERATION OF UNITS OR COMMON ELEMENTS

Section 7.01 Increases and Decreases in Size and Number of Units. Units may not be divided or the number of Units in the Condominium changed. No additions shall be made to a Unit without the written approval of the Board of Managers, obtained as provided in Sections 7.04 through 7.08 of this Declaration. All Unit Owners hereby consent to any additions to a Unit approved by the Board of Managers pursuant to Sections 7.04 through 7.08 of this Declaration.

Section 7.02 Alterations to Units Require Approval of Board of Managers. No exterior alterations, additions or improvements, including a change in color, shall be made to a Unit or Building without the written approval of the Board of Managers, obtained as provided in Sections 7.04 through 7.08 of this Declaration.

Interior renovations or improvements to a Unit shall only be permitted if, prior to the commencement of work, the Unit Owner has provided to the Board of Managers copies of: (i) any permits or governmental approvals required for such work by any local zoning, building, health, or other codes; (ii) proof that any contractors, subcontractors or third parties performing the work in the Unit have liability and workers compensation insurance in place and in an amount satisfactory to the Board of Managers. If any such work shall cause any noise or vibrations or other disturbance to emanate from the Unit to the other Units or the Common Elements, it shall only be permitted during the hours of 8:00 a.m. to 4:30 p.m. on Mondays through Fridays and 9:00 a.m. to 1:00 p.m. on Saturdays. Notwithstanding the foregoing, no such work shall be permitted if it creates a nuisance to the other Unit Owners.

Section 7.03 Alteration and Improvement of Common Elements. The Board of Managers shall have the right, at its option, to make or cause to be made such alterations and improvements to the Common Elements as, in its opinion, may be beneficial or necessary or which are requested in writing by a Unit Owner(s) and the Eligible Mortgage Holder thereon, subject however to the requirement that, if the alteration or improvement shall cost more than 5% of the then current estimated annual budget of the Condominium, such alteration or improvement shall be approved by 67% in number and in common interest of the Unit Owners, voting at a meeting duly called pursuant to the By-Laws. Such expenses shall constitute common expenses. Alterations or improvements costing less than 5% of the Condominium's then current estimated annual budget may be made by the Board of Managers and the cost thereof shall constitute a part of the common expenses. Before undertaking such work, the Board of Managers may require the consent in writing of such Unit Owners and the Consent of Eligible Mortgage Holders whose rights, in the sole opinion of the Board, may be prejudiced by such alteration or improvement. In all cases of alteration or improvement, the Board of Managers shall comply fully with all governmental codes, laws, ordinances and regulations, including the terms and provisions of the Real Property Law of the State of New York in effect at the time of the proposed alteration or improvement.

Section 7.04 Submission of Plans to Board of Managers; Approval. Any addition, alteration or improvement to the Units or Common Elements proposed by a Unit Owner pursuant to Sections 7.02 through 7.03 above shall require that a plan or plans therefor, in such form as the Board of Managers may require, be submitted to, reviewed and approved by the Board of Managers. The Board of Managers may charge and collect a reasonable fee for the examination of plans submitted for approval, including any fees which may be charged by architects, engineers or attorneys retained by the Board of Managers in connection with the review of such plans. The Sponsor is exempt from this Section, as well as all of Article VII.

The Board of Managers may adopt simplified review procedures for any such additions, alterations or improvements which it shall deem minor or for which the submission of plans is not necessary.

The Board of Managers may disapprove such plans for any of the following reasons:

(a) failure of such plans to comply with any protective covenants, conditions and restrictions contained in this Declaration, the By-Laws, or the Rules or Regulations;

- (b) failure to include information in such plans as requested;
- (c) objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture;
- (d) incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity;
- (e) failure of proposed improvements to comply with any zoning, building, health, or other governmental laws, codes, ordinances, rules and regulations, including the Real Property Law of the State of New York;
- (f) any other matter which in the judgment and sole discretion of the Board of Managers would render the proposed improvements, use or uses inharmonious or incompatible with the general plan of improvement of the Condominium, including any possible adverse impact on the use and enjoyment of the Property by any other Unit Owner(s).

Upon approval or qualified approval by the Board of Managers of any plans submitted pursuant to this Section, the Board of Managers shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record (together with such qualifications or conditions, if any), and, if requested by the applicant, shall provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to the Common Elements or to any Unit shall be final as to such alterations, modifications or improvements and such approval may not be revoked or rescinded thereafter provided (i) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in the Declaration, By-Laws or Rules and Regulations, (ii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance, including the Real Property Law of the State of New York and (iii) that the improvement is completed within six (6) months. Approval of any such plans shall not be deemed a waiver of the right of the Board of Managers to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use by other Unit Owner(s).

Section 7.05 Written Notice of Disapproval. In any case where the Board of Managers disapproves any plans submitted hereunder, the Board of Managers shall so notify the applicant in writing, together with a statement of the grounds upon which such action was based. In any such case, the Board of Managers shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 7.06 Failure of Board of Managers to Act. If any applicant has not received notice from the Board of Managers, approving or disapproving any plans within 40 days after submission thereof, said applicant may notify the Board of Managers in writing of

that fact. Such notice shall be sent by certified mail, return receipt requested. The plans shall be deemed approved by the Board of Managers not later than the later of:

- (a) 15 days after the date of receipt of such second notice, if such second notice is given;
- (b) 70 days after the date the plans were originally submitted. .

Section 7.07 Board of Managers' Right to Promulgate Rules and Regulations.

The Board of Managers may from time to time promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to the approval or disapproval of certain types of alterations, modifications, or improvements to the Common Elements or Units; provided, however, that no such rule or regulation shall be deemed to bind the Board of Managers to approve or disapprove any plans submitted for approval, or to waive the exercise of the Board of Managers' discretion as to such plans; and provided further that no such rule or regulation shall be inconsistent with the provisions of this Declaration, the By-Laws, or any applicable governmental law, code, ordinance, rule or regulation.

Section 7.08 Applications for Permits; Indemnification and Insurance.

Any application to any governmental authority to make an installation, addition, alteration or improvement to the Common Elements or any Unit shall be approved by the Board of Managers only; provided, however, that applications for any such installation, addition, alteration or improvement proposed by a Unit Owner pursuant to Sections 7.02 through 7.03 above shall be at the sole cost and expense of such Unit Owner; and provided further that this Article VII shall in no case be construed to result in the Board of Managers incurring any liability whatsoever to any Unit Owner, contractor, subcontractor, supplier of material, architect or engineer on account of such installation, addition, alteration or improvement proposed by a Unit Owner, or to any person having any claim for injury to person or property arising therefrom, and such Unit Owner agrees to indemnify and forever hold the Board of Managers and the Condominium harmless for any liability or expenses incurred by the Board of Managers in connection therewith, including reasonable attorney's fees.

In connection with any installation or work done by a Unit Owner, the Board of Managers may require that the Unit Owner obtain such insurance coverages and/or completion bonds, and in such amounts, as the Board of Managers deems proper. In the event that the Board of Managers deems it is necessary to expend funds either to complete work previously commenced by a Unit Owner or to otherwise protect the appearance, value or structural integrity of the Condominium, such amounts shall become a binding personal obligation of the Unit Owner involved and a lien against the Unit.

Section 7.09 Liability of Board of Managers.

No action taken by the Board of Managers or any member, subcommittee, employee or agent thereof, shall entitle any person to rely thereon, with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of any Building or other portion of the Property. Neither the Condominium, nor the Board of Managers, nor any member, subcommittee, employee or agent thereof shall be liable to anyone submitting plans to them for approval or to any Unit Owner, or any other person, in connection with any submission of plans, or the

approval or disapproval thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person or other entity submitting plans to the Board of Managers agrees, by submission of such plans, that no action or suit will be brought against the Condominium or the Board of Managers (or any member, subcommittee, employee or agent thereof) in connection with such submission.

ARTICLE VIII

EASEMENTS

Section 8.01 Easements to Unit Owner~~s~~. Each Unit Owner (and such Unit Owner~~s~~ guests, licensees, tenants and invitees) shall have the following rights and easements:

(a) Enjoyment - to enjoy all Common Elements, except as restricted or limited by Section 5.06;

(b) Access - an easement for vehicular or pedestrian ingress and egress in common with other Unit Owners and the Sponsor over all walkways, driveways and roadways located on the Property, except as restricted or limited by Section 5.06; and

(c) Utilities, Pipes and Conduits - Each Unit Owner shall have such easement of access to other Units and to the Common Elements, and each Unit shall be subject to such easements, as is reasonably necessary for such Unit Owner to maintain, repair and replace, as necessary, such Unit Owner~~s~~ Unit including, if any, pipes, wires, water or sewer lines and conduits running from the meters or equipment servicing such Unit to the Unit. Each Unit Owner shall also have an easement in common with the Unit Owners of all other Units to use, in accordance with present use and present available facilities, all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving the Unit or Units of such Unit Owner. Each Unit shall be subject to an easement in favor of the Unit Owners of all other Units to use in accordance with present use and present available facilities, the pipes, wires, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

Section 8.02 Reservations to the Benefit and Burden of the Condominium C and the Hamlin Meadows Development.

(a) The Sponsor hereby reserves unto itself, for its benefit and for the benefit of successor owners of the real property in the Hamlin Meadows Development, except for the Property: (i) a non-exclusive easement for the use and enjoyment of all Common Elements, except as restricted or limited by Section 5.06; (ii) a non-exclusive easement for vehicular or pedestrian ingress and egress over all walkways, driveways and roadways located or to be located on the Property, except as restricted or limited by Section 5.06; and (iii) a non-exclusive easement for surface drainage and the use of storm water management ponds, culverts and other storm water facilities located on the Property.

(b) The Sponsor hereby reserves unto itself, for its benefit and for the benefit of successor Unit Owners: (i) a non-exclusive easement for the use and enjoyment of real property in the Hamlin Meadows Development, except for real property designated as a restricted or limited common area of a condominium or homeowners' association or improved with a structure or designated as a unit or subdivision lot or as otherwise restricted by the Sponsor, in its sole discretion; (ii) a non-exclusive easement for vehicular or pedestrian ingress and egress over all walkways, driveways and roadways located or to be located in the Hamlin Meadows Development, except for real property designated as a restricted or limited common area of a condominium or homeowners' association or improved with a structure or designated as a unit or subdivision lot or as otherwise restricted by the Sponsor, in its sole discretion; and (iii) a non-exclusive easement for surface drainage and the use of storm water management ponds, culverts and other storm water facilities located in the Hamlin Meadows Development.

(c) The Sponsor reserves the right, in its sole discretion, to restrict or modify the easements granted in this Section 8.02 in conjunction with the development of the Hamlin Meadows Development so long as Sponsor owns any property in the Hamlin Meadows Development. This Section 8.02 cannot be amended without the consent of the Sponsor or its successors or assigns as long as the Sponsor owns any Units or property in the Hamlin Meadows Development.

Section 8.03 Access of Board of Managers. The Board of Managers shall have a right of access to all Common Elements (irrespective of the restricted nature of such Common Elements) to remove violations and for inspection, maintenance, repair or improvement of the Property and as otherwise necessary for to carry out its duties and obligations pursuant to this Declaration and the By-Laws.

Section 8.04 Easement for Encroachments. If any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches or shall hereinafter encroach upon another Unit or the Common Elements as a result of: (i) the original construction or settling or shifting of the Buildings, including, without limitation, any soffits, roof overhangs or bay windows; or (ii) any repair or restoration by the Board of Managers; or (iii) any construction after a partial or total destruction as a result of a fire or other casualty or as a result of condemnation or eminent domain proceedings, a valid easement for the encroachment and the maintenance of the same shall and does exist. Such easements as provided in this Section shall exist so long as the Building in which any such encroachment exists shall stand.

Section 8.05 Easements of Necessity. Each Unit shall have and each Unit shall be subject to all easements of necessity in favor of such Unit or in favor of other Units and the Common Elements.

Section 8.06 Sponsor's Easement. An easement is hereby reserved to Sponsor to enter the Common Elements (irrespective of the restricted nature of such Common Elements) during the period of construction and sale of the Property or Units to maintain the Common Elements and to perform such operations as in the sole opinion of Sponsor may be reasonably required, convenient or incidental to the construction and sale of Units, including, without

limitation, a business office, sales office, storage area, construction yard, signs and model units, provided that this does not unreasonably obstruct access by the Unit Owners.

Section 8.07 Sponsor's Easement for Marketing, Development and Improvement Purposes; Other Rights of Sponsor. The Sponsor reserves the right, in conjunction with the construction, development and/or marketing of dwelling units on the Property and in the Hamlin Meadows Development:

- (a) to grant and reserve easements and rights of way over any lands covered by this Declaration, for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, and conduits, including, but not necessarily limited to, water, gas, electric, telephone, sewer, storm water drainage, and cable television to service the dwelling units constructed on the Property and in the Hamlin Meadows Development;
- (b) to use the Common Elements to the extent they were designed for such use, for the ingress and egress of itself, its agents and employees, and prospective purchasers, including the right of such parties to park in parking spaces;
- (c) to connect with and make use of any storm water management ponds and culverts, utility lines, wires, pipes, conduits and related facilities located on the Property;
- (d) to grant and reserve easements and rights of way over any lands covered by this Declaration for use of drainage ponds and improvements, if any, located on any lands covered by this Declaration as may be reasonably needed for the orderly development of the Property and the Hamlin Meadows Development; and
- (e) to grant to itself or to others such other easements and rights of way as may be reasonably needed for the orderly development of the Property and the Hamlin Meadows Development.

With respect to its exercise of the above rights, the Sponsor agrees: (i) to repair within a reasonable time any damage resulting and (ii) to hold the Condominium harmless from all liabilities resulting solely from the Sponsor's acts or omissions. This section cannot be amended without the consent of the Sponsor or its successors or assigns as long as the Sponsor owns any Units or property in the Hamlin Meadows Development.

Section 8.08 Access Easement from Sponsor. Sponsor hereby grants and conveys to the Unit Owners and their successors and assigns, temporary, non-exclusive easement for unimpeded access by vehicular and pedestrian ingress and egress on, through and over the roads described on Schedule E, attached hereto and made a part hereof, for the sole purpose of providing access to the Units and the Common Elements (the "Access Easement"). The Access Easement shall terminate automatically, without any further action by the Sponsor or the Unit Owners, as to any of the roads described on Schedule E upon Sponsor's dedication of such road to the Town of Hamlin or any other municipality.

ARTICLE IX

VOTING RIGHTS

Section 9.01 Voting Rights. For all voting purposes except for amendment or termination of this Declaration as provided in Article XIII below, at any meeting of the Unit Owners, the Unit Owners of an individual Unit shall collectively have one (1) vote for each such Unit owned, as more particularly described in the Bylaws.

ARTICLE X

COMMON CHARGES - ALLOCATION, LIEN AND LIABILITY

Section 10.01 Allocation and Commencement of Common Charges. Except as otherwise permitted in this Article or the By-Laws, common expenses shall be charged by the Board of Managers to the Unit Owners according to their respective percentage interests in the Common Elements, and all charges shall be equal. The common profits of the Property, after offsetting the common expenses relating to the Common Elements and making due allowance for the retention of funds to cover future common expenses, shall be distributed among the Unit Owners in the same manner. Common charges shall commence on the date of recording this Declaration.

Section 10.02 Common Charges - Personal Obligation of Unit Owner and Lien on Unit. The common charges shall be paid when due in cash or in kind, as determined by the Board of Managers. All sums assessed as common charges by the Board of Managers, but unpaid, together with any accelerated installments, late charges as may be established by the By-Laws, interest thereon at such rate as may be fixed by the Board of Managers from time to time, such rate not to exceed the maximum rate of interest then permitted by law, and reasonable attorneys' fees and other costs and expenses incurred in efforts to collect such past due assessments, shall be the personal obligation of the Unit Owner and, to the extent permitted by law, shall constitute a lien upon the Unit prior to all other liens except: (i) tax or assessment liens on the Unit by the taxing subdivision of any governmental authority, including but not limited to State, County, Town and School District taxing agencies and (ii) all sums unpaid on any first mortgage of record encumbering the Unit and which is held by an Institutional Mortgagee as defined in Section 2.01 of this Declaration.

A purchaser of a Unit shall be liable for the payment of unpaid common charges assessed against such Unit prior to such purchaser's acquisition, except that a mortgagee or other purchaser who acquires title at a foreclosure sale, or an Institutional Mortgagee who acquires title to a Unit by a deed in lieu of foreclosure, shall not be liable for, and such Unit shall not be subject to, a lien for the payment of common charges against such Unit, and which became due prior to such acquisition of title. In such event, the unpaid balance of common charges shall be charged to all other Unit Owners as a common expense.

Except as provided above, in the case of any conveyance of a Unit either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the

By-Laws, the grantee of the Unit shall be jointly and severally liable with the former Unit Owner for any unpaid common charges against the Unit assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the former Unit Owner the amounts paid by the grantee therefor. "Grantee" as used herein shall not include either an Institutional Mortgagee or a purchaser of a Unit at a foreclosure sale of a mortgage held by an Institutional Mortgagee. No Unit Owner shall be liable for the payment of any common charges accruing subsequent to a sale, transfer or other conveyance by such Unit Owner of the Unit made in accordance with applicable laws or the provisions of this Declaration and the By-Laws of the Condominium.

No Unit Owner may be exempt from liability for payment of common charges assessed against such Unit Owner's Unit by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Unit. Dissatisfaction with the quantity or quality of maintenance furnished to the Property shall not be grounds for the withholding or failure to pay any common charge or special assessment.

ARTICLE XI

BOARD OF MANAGERS

Section 11.01 Board of Managers. The affairs of the Condominium shall be governed and controlled pursuant to the By-Laws (attached hereto as Schedule G and made a part hereof) by a Board of Managers who shall be elected and serve and shall have the duties and powers as provided in the By-Laws.

Section 11.02 Administration. The administration of the Property, including the Buildings and land, as described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws.

Section 11.03 Power of Attorney to Board of Managers. Each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose Unit Owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, or any other Unit, 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 to sublease any Unit so leased by the Board of Managers.

Section 11.04 Acquisition of Units by Board of Managers. In the event (a) any Unit Owner shall surrender such Owner's Unit, together with (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Units 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 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 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.

Section 12.09 Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, wood piles, 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 12.10 Improvements. No pool, building (other than the Buildings), trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction (other than the Buildings), or other structure shall be constructed or placed on any portion of the Property, except as specifically permitted by this Declaration or with the consent of the Board of Managers.

Section 12.11 Outdoor Repair Work. With respect to a Unit 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 the Property, except with the consent of the Board of Managers.

Section 12.12 Oversized, Commercial, or Unlicensed Vehicles. Unless used in connection with the construction or sale of Units 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 to remain overnight on the Property:

- (a) commercial vehicles of a weight of one and a half (1-1/2) tons or more
- (b) unlicensed motor vehicles of any type.
- (c) recreational vehicles;
- (d) unlicensed motor vehicles of any type;
- (e) camper bodies;
- (f) boats or trailers.

Section 12.13 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 12.14 Rules and Regulations. Rules and regulations promulgated by the Board of Managers concerning the use of the Property shall be observed by the Unit Owners or any occupants of a Unit, provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the said rules and regulations become effective.

Section 12.15 Animals Including Birds and Insects. No animals of any kind shall be raised, bred or kept in any Unit except that dogs and cats not weighing more than twenty (20) pounds each, or other domesticated household animals may be kept inside the Unit, provided that they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, however, if a purchaser of a Unit from the Sponsor already owns a dog or a cat which weighs more than twenty (20) pounds, but in no event more than eighty (80) pounds, such dog or cat may reside in the Unit. However, if that specific dog or cat no longer resides with the Unit Owner in the Unit, any new dog or cat which thereafter resides in the Unit must weigh not more than twenty (20) pounds. The Board of Managers may set reasonable rules and regulations regarding pets. The Board of Managers may, from time to time: (i) impose reasonable rules and regulations setting forth the type and number of animals, including birds and insects; and (ii) prohibit certain types of animals, including birds or insects entirely. Notwithstanding the above, 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, including birds or insects, if, in the opinion of the Board of Managers, acting in its sole discretion, such animal is creating a nuisance because, but not limited to, the Unit Owner does not clean up after the animal, the animal is too noisy, or the animal is not leashed or properly controlled, or if the animal could pose a threat to the health or safety of the other Unit Owners, or their guests.

Section 12.16 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 12.17 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 12.18 No Television and Communication Antennas. No outside television, radio, 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 12.19 Trees and Other Natural Features. Except for by the Sponsor, no trees shall be removed from any portion of 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 12.20 Residential Use Only. Except as provided otherwise herein, the Units and 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 Units, the Sponsor may use one or more Units or other portions of the Property for model homes and/or a real estate sales office.

Section 12.21 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 Hamlin Meadows 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 Hamlin.

Section 12.22 No Parking on Private Road. No parking on any Common Property shall be permitted.

Section 12.23 Lease of Entire Unit Only. A Unit Owner shall not lease any portion of a Unit.

Section 12.24 Initial Lease Term of Unit. No lease of a Unit shall be for an initial term of less than thirty (30) days, except for leases for Units owned by the Sponsor, which shall have no minimum term, and shall be in such format and on such lease form, if any, as supplied and approved from time to time by the Board of Managers. Any such lease shall provide for full compliance by the tenant with this Declaration and with the By-Laws and the Rules and Regulations.

Section 12.25 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.

ARTICLE XIII

AMENDMENT AND TERMINATION

Section 13.01 Amendment. Except as otherwise provided in this Declaration, this Declaration may be modified, altered, amended or added to at any duly called meeting of Unit Owners provided that:

(a) Notice of the meeting containing a full statement of the proposed modification, alteration, amendment or addition has been sent to all Unit Owners and to all Eligible Mortgage Holders at least 30 days and not more than 50 days prior to the date set for said meeting; and

(b) 67% or more in common interest of all Unit Owners approve the change; and

(c) The Board of Managers does not, prior to the date established for voting on the proposed change, receive written notification of opposition to the change from Eligible Mortgage Holders of 51% or more of the number of Units subject to mortgages held by Eligible Mortgage Holders; and

(d) An instrument evidencing the change is duly recorded in the Recording Office. Such instrument need not contain the written consent of the required number of Unit Owners, but shall contain a certification by the Board of Managers that the consents required by this Section for such change have been received and filed with the Board of Managers.

(e) Notwithstanding anything to the contrary in this Declaration, any modification, alteration, amendment or addition to this Declaration which is of a material adverse nature to Eligible Mortgage Holders shall not be permitted unless the Consent of Eligible Mortgage Holders is obtained.

Section 13.02 Termination. The Condominium shall not be terminated or abandoned except as provided for by law. In addition to any requirement by law, termination shall require the consent of at least 80% of all Unit Owners in number and in common interest and the Consent of Eligible Mortgage Holders.

Section 13.03 Amendment for Filing of Supplemental Floor Plans. Notwithstanding Section 13.01 above, the Sponsor may execute and record amendment(s) to this Declaration at any time until it no longer owns Units for the purpose of amending Schedule D to this Declaration, and filing supplemental floor plans of Units, as described in Real Property Law Section 339-p. Such amendments need only be signed by the Sponsor, and attached thereto shall be a verified statement of a registered architect or licensed professional engineer as described in the aforementioned Section of the Real Property Law and of this Declaration.

Section 13.05 Amendment by Board of Managers to Correct Errors. Notwithstanding Section 13.01 above, the Board of Managers may make amendments to this Declaration and By-Laws to correct omissions or errors, which amendments shall not adversely modify substantial rights of the Sponsor, any Unit Owner or Eligible Mortgage Holder without the written permission of the Sponsor, such Unit Owner or Eligible Mortgage Holder.

ARTICLE XIV

GENERAL

Section 14.01 Service of Process. The Secretary of State is designated as agent of the Board of Managers upon whom process against it may be served. The address within this State to which the Secretary of State shall mail a copy of any process against the Board of Managers served upon him or her is at Hamlin Meadows Condominium, 1407 Hamlin Parma Townline Road, Hilton, New York 14468, as may be amended from time to time by an amendment to this Declaration or by written notice to the Department of State..

Section 14.02 Notices. All notices hereunder shall be in writing and sent, unless otherwise specifically provided in this Declaration, by mail by depositing same in a post office or letter box in a postpaid sealed wrapper, addressed, as follows:

(a) If to go to the Board of Managers, at the office of the Board of Managers, and

(b) If to go to a Unit Owner or Unit mortgagee at such address as appears on the books of the Condominium; and

(c) If to go to a Eligible Mortgage Holder to request such Eligible Mortgage Holder's consent as is required by various provisions of this Declaration or of the Condominium By-Laws such notice shall be sent by certified or registered mail, return receipt requested, and if such notice includes a request for consent, shall include the statement that the failure to object to the requested consent within 60 days shall be deemed a consent.

(d) All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Whenever any notice is required to be given under the provisions of this Declaration, or of the By-Laws of the Condominium, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 14.03. Notices to Mortgagees and Guarantors. Subject to the requirements this Section, any mortgagee holding a mortgage on a Unit or any guarantor of a mortgage on a Unit shall have the right to timely notice, pursuant to Section 14.02 above, of the following:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing such its mortgage

(b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit for which it holds the mortgage;

(c) A lapse, cancellation, or material modification of any insurance policy maintained by the Board of Managers;

(d) Any proposed action that requires the consent of a specified percentage of mortgages; and

(e) A mortgagee holding a mortgage on a Unit or a guarantor of a mortgage on a Unit shall be entitled to such notice(s) provided it has requested in writing to the Board of Managers that it be notified of the actions or events described in this Section and it has provided the Board of Managers their name and address for such notice or has caused the mortgagor/Unit Owner to give such notice to the Board of Managers.

Section 14.03 Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 14.04 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 14.05 Captions. The captions herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

Section 14.06 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender whenever the context so requires.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Hamlin Meadows, LLC has caused this Condominium Declaration to be signed by its duly authorized officer on the date set forth in the acknowledgement below with the intent that it be effective as of the date first set forth above.

HAMLIN MEADOWS, LLC

By _____
 Name: James Beehler
 Title: President

STATE OF NEW YORK)
) SS.:
 COUNTY OF MONROE)

On the ____ day of _____ in the year 2017, before me, the undersigned, personally appeared James Beehler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public