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LIBER 7476 PAGE 522

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CONDOMINIUM DECLARATION  
of  
WASHINGTON'S HEAD QUARTERS  
TOWNHOUSES

LIBER 7476 PAGE 522  
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## INDEX TO DECLARATION

ARTICLE	TITLE	PAGE
1.	Submission of Property.....	1
2.	The Land.....	1
3.	Description of the Buildings.....	1
4.	Name of Condominium.....	1
5.	Units.....	1
6.	Dimensions of Units.....	2
7.	Use of Units.....	2
8.	Common Elements.....	2
9.	Encroachments.....	2
10.	Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units.....	3
11.	Determination of Percentage in Common Elements.....	3
12.	Acquisition of Units by Board of Managers	3
13.	Person to Receive Service.....	4
14.	Units Subject to Declaration, By-Laws and Rules and Regulations.....	4
15.	Amendment of Declaration.....	4
16.	Invalidity.....	5
17.	Waiver.....	5
18.	Captions.....	5
19.	Gender.....	5

DECLARATION ESTABLISHING A PLAN  
FOR CONDOMINIUM OWNERSHIP OF  
PREMISES KNOWN AS WASHINGTON'S  
HEAD QUARTERS TOWNHOUSES AND  
WHICH FRONTS ON BROADWAY IN THE  
VILLAGE OF DOBBS FERRY, THE TOWN  
OF GREENBURGH, WESTCHESTER COUNTY,  
NEW YORK, PURSUANT TO ARTICLE 9-B  
OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK

F & G Properties Corp., a New York corporation main-  
taining an office at 152 Broadway, Dobbs Ferry, New York  
(hereinafter referred to as "Sponsor"), does hereby  
declare:

1. Submission of Property. Sponsor hereby submits the  
land hereinafter described, together with the buildings and  
improvements thereon erected (the "Property") to the provisions  
of Article 9-B of the Real Property Law of the State of New  
York.

2. The Land. The land (the "Land") has an area of  
approximately 2.8 acres and is located in the Village of  
Dobbs Ferry, Town of Greenburg, Westchester County, New  
York. The property consists of all that certain tract, plot,  
piece and parcel of land situate, lying and being in the  
Village of Dobbs Ferry, Town of Greenburgh, County of  
Westchester and State of New York and more particularly  
bounded and described on Schedule A annexed hereto and made a  
part thereof. The land is owned by the Sponsor in fee simple  
absolute.

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Dobbs Ferry, Town of Greenburgh, County of Westchester and State of New York, known and designated as Lot 101 in Block 27 of a certain map entitled "Blocks No. 2, 23, 24, 25, 26 and 27 Map No. 5 and Amended Map of Block 2, Map 2, also Amended Map of Part of Blk. 3, Map 1, and Part of Revised Map of Blk. 4, Map 1, Riverview Manor, Property of Hastings Homes Company located at Dobbs Ferry and Hastings-on-Hudson, County of Westchester, State of New York", which map is filed in the Office of the County Clerk, County of Westchester, as Map No. 1907, together with a parcel of land immediately adjoining said Lot 101 on the North and which said lot and adjoining parcel when taken together are more particularly bounded and described as follows:

BEGINNING at a point in the easterly side of Broadway and its intersection with the northerly line of Colonial Avenue;

thence along the easterly side of Broadway the following courses and distances: North 3 degrees 3' 10" East 136.56 feet; North 0 degrees 43' 40" East 74.79 feet, North 2 degrees 26' 50" East 50.02 feet, North 4 degrees 3' 10" East 17.19 feet to the southwesterly corner of land conveyed by Joseph Hasbrouck and wife to the Empire State Society of Sons of the American Revolution under deed dated April 8, 1895 and recorded in the Office of the Register of Westchester County, March 28, 1896 in Liber 1426 of Deeds at page 40;

thence along the lands of said Society the three following courses: South 85 degrees 56' 50" East 10 feet, North 4 degrees 3' 10" East 21 feet, North 85 degrees 56' 50" West 10 feet to the easterly side of Broadway, and thence continuing along the easterly side of Broadway the following courses and distances: North 4 degrees 3' 10" East 11.81 feet, North 10 degrees 19' 50" East 31.80 feet, thence on a curve to the right having a radius of 520 feet a distance of 140 feet and North 35 degrees 17' East 199.52 feet to the southerly line of lands now or formerly belonging to George Karsanidi and Dusica Karsanidi; his wife, by deed in Liber 6646 at page 45;

thence along lands now or formerly of Karsanidi South 57 degrees 01' 10" East 153.23 feet; to the westerly side of Croton Aqueduct;

thence along the westerly side of the Croton Aqueduct the three following courses; South 16 degrees 33' 35" West 174.16 feet to an angle, South 77 degrees 28' 30" East 16.54 feet to an angle and South 16 degrees 33' 35" West 335.88 feet to the northerly side of Colonial Avenue;

running thence along the northerly side of Colonial Avenue South 46 degrees 39' 30" West 20.48 feet and on a curve to the right having a radius of 184.38 feet a distance of 179.61 feet to the point or place of beginning.

SCHEDULE A

LIBER 7476 PAGE 526

3. Description of the Buildings. The Sponsor is constructing upon the property 20 2-1/2 story buildings, containing an aggregate total of 8 - 25 feet wide x 40 feet deep, and 10 - 20 feet wide x 44 feet deep attached buildings. Plus two 2-1/2 story detached buildings.

The Buildings will be constructed of the following materials:

Masonry and frame construction on concrete footings. Exterior walls of brick veneer. Roofing of asphalt seal-down shingles, built up roofing and copper flashing. Double hung wood windows. French wood doors. Ceilings and interior walls finishes-sheetrock.

4. Name of Condominium. This Condominium shall be known as "Washington's Head Quarters Townhouses".

5. Units. Annexed hereto and made part hereof as Schedule B is a list of all Units in the Buildings, their

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designations and tax lot numbers, locations, approximate areas and number of rooms, percentage interest in the common areas (all as shown on the floor plans of the Buildings, certified by Ferdinand Gottlieb, Architect, intended to be filed in the Office of the Clerk of Westchester County simultaneously with the recording of this Declaration), and the percentage of interest of each Unit in the common elements.

6. Dimension of Units. As shown on the floor plans to be filed simultaneously with the filing of this Declaration in the office of the County Clerk of Westchester County, Division of Land Records, each unit consists of the area contained within the horizontal boundaries of the exterior surface of the brick veneer of the outside walls of the building; and the line of center of their interior respective walls and within the vertical boundaries of the bottom of concrete floor slabs to the exterior face of the roof surface.

7. Use of Units. Each building and Unit shall be used as a residence only, except that any Unit may be used in conjunction with a professional office subject, however, to applicable zoning regulations.

Notwithstanding the foregoing, but subject to applicable governmental regulations, Sponsor may, without the permission of the Board of Managers, retain ownership of one or more units for use as models and/or sales office in connection with the sale or rental of Units and continue the use of temporary parking facilities in connection therewith and Sponsor shall have the right to use the second floor of the existing accessory building as a sales area or for office space. This provision may not be amended or deleted from this Declaration without the unanimous consent of all Unit Owners including the Sponsor.

8. Common Elements. The common elements consist of the entire Property other than the Units and will include without limitation all gardens, walks, recreational facilities, parking areas, (other than those assigned to Units and designated limited common elements) driveway, private roads, on the Property, existing accessory building, excluding the second floor, and other improved or unimproved areas not within the Units or otherwise designated as limited common elements and all installations outside the Units for services such as power, light, water, sewer and drainage.

9. Encroachments. If any portion of the common elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of common elements, as a result of the construction of any of the Buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of any of the Buildings, or by reason of the repair and/or restoration by the Board of

Managers of any of the Buildings, or any of the Units or the common elements, a valid easement for the encroachment and for the maintenance of the same so long as the Building stands, shall exist.

In the event a Building, a Unit, any adjoining Unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any Unit, or of any Unit upon any other Unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Unit shall stand.

10. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other Units serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements, serving each other Unit and located in such Unit. The Board of Managers shall have a right to access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in any of the Units.

11. Determination of Percentages in Common Elements. The percentage of interest of the respective Units in the common elements has been determined by the Sponsor on the basis of floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular Unit.

12. Acquisition of Units by Board of Managers. In the event any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the common elements and limited 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 hereinafter 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 in the event the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1. of Article VII of the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, 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 designee, corporate or otherwise shall be held by the Board of Managers, as its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective common interests.

13. Person to Receive Service. Any member of the Board of Managers, residing in the Condominium, Westchester County, Village of Dobbs Ferry, New York, is hereby designed to receive notice of process in any action which may be brought against the Condominium. Until such a designation, F & G Properties Corp., having a place of business at 152 Broadway, Dobbs Ferry, New York, is designated to receive notice of process.

14. Units Subject to Declaration, By-Laws and Rules and Regulations. All present and future owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, 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 occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such 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 Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

15. Amendment of Declaration. This Declaration may be amended by the vote of at least 66-2/3% in number and in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that the limited common interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the consent of all Unit Owners affected. No such amendment shall be effective until recorded in the office of the Clerk of Westchester County. The holders of mortgages comprising first liens on the Units may, at their election, designate a representative or representatives to act upon any and all amendment to this Declaration and if such representative or representatives are designated and written notice thereof given to the Board of Managers by registered or certified mail addressed to the office of the Condominium, then any amendment to this Declaration shall require the approval in writing of said representative or representatives. Notwithstanding anything to the contrary herein contained, paragraph 8 of



this Declaration may not be amended without the consent of the Unit Owner of every Unit affected by such amendment.

The Sponsor hereby reserves the right to amend this Declaration at any time without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of filing the Floor Plans required by the New York Real Property Law Section 339-p for the portion or portions of the Buildings and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p. No amendment to this Declaration shall decrease the percentage interest of the respective units in the common elements as set forth in Schedule B.

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SCHEDULE B  
DECLARATION

Unit Designation	Approximate Area in Square Feet	Number of Rooms	Limited Common Elements Patio (P)	Percentage of Interest in the Common Elements	Common Elements to which Unit Has Immediate Access
1	3672 sq'	9	P	6.87	Walkways
2	4114 sq'	9	P	7.45	Walkways
3	3000 sq'	7	P	4.95	Walkways
4	3000 sq'	7	P	4.95	Walkways
5	3000 sq'	7	P	5.08	Walkways
6	3000 sq'	7	P	5.08	Walkways
7	3000 sq'	7	P	5.08	Walkways
8	3000 sq'	7	P	5.08	Walkways
9	3000 sq'	7	P	5.08	Walkways
10	3000 sq'	7	P	5.08	Walkways
11	2640 sq'	6	P	4.53	Walkways
12	2640 sq'	6	P	4.53	Walkways
13	2640 sq'	6	P	4.53	Walkways
14	2640 sq'	6	P	4.53	Walkways
15	2640 sq'	6	P	4.53	Walkways
16	2640 sq'	6	P	4.53	Walkways
17	2640 sq'	6	P	4.53	Walkways
18	2640 sq'	6	P	4.53	Walkways
19	2640 sq'	6	P	4.53	Walkways
20	2640 sq'	6	P	4.53	Walkways

LIBER 7476 PAGE 532

16. 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.

17. 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.

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

19. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

BY-LAWS, RULES & REGULATIONS  
of  
WASHINGTON'S HEAD QUARTERS  
TOWNHOUSES

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BY-LAWS

of

WASHINGTON'S HEAD QUARTERS TOWNHOUSES  
152 Broadway  
Village of Dobbs Ferry,  
Town of Greenburgh,  
Westchester County,  
New York

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## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	Plan of Unit Ownership.....	1
	Sec. 1- Condominium Property.....	1
	Sec. 2- Applicability of By-Laws.....	1
	Sec. 3- Application.....	1
	Sec. 4- Office.....	2
II	Board of Managers.....	2
	Sec. 1- Number and Qualification.....	2
	Sec. 2- Powers and Duties.....	2
	Sec. 3- Managing Agent and Manager.....	4
	Sec. 4- Election and Term of Office.....	5
	Sec. 5- Removal of Members of the Board of Managers.....	5
	Sec. 6- Vacancies.....	5
	Sec. 7- Organization Meeting.....	6
	Sec. 8- Regular Meetings.....	6
	Sec. 9- Special Meetings.....	6
	Sec. 10- Waiver of Notice.....	6
	Sec. 11- Quorum of Board of Managers.....	6
	Sec. 12- Fidelity Bonds.....	7
	Sec. 13- Compensation.....	7
	Sec. 14- Liability of the Board of Managers.....	7
Sec. 15- Executive Committee.....	7	
III	Unit Owners.....	8
	Sec. 1- Annual Meetings.....	8
	Sec. 2- Place of Meetings.....	8
	Sec. 3- Special Meetings.....	9
	Sec. 4- Notice of Meetings.....	9
	Sec. 5- Adjournment of Meetings.....	9
	Sec. 6- Order of Business.....	9
	Sec. 7- Title of Units.....	10
	Sec. 8- Voting.....	10
	Sec. 9- Majority of Unit Owners.....	10
	Sec. 10- Quorum.....	10
Sec. 11- Majority Vote.....	11	
IV	Officers.....	11
	Sec. 1- Designation.....	11

ARTICLE	TITLE	PAGE
	Sec. 2- Election of Officers.....	11
	Sec. 3- Removal of Officers.....	11
	Sec. 4- President.....	11
	Sec. 5- Vice President.....	11
	Sec. 6- Secretary.....	12
	Sec. 7- Treasurer.....	12
	Sec. 8- Agreements, Contracts, Deeds, Checks, Etc.....	12
	Sec. 9- Compensation of Officers.....	12
V	Operation of the Property.....	12
	Sec. 1- Determination of Common Expenses and Fixing of Common Charges.....	12
	Sec. 2- Insurance.....	13
	Sec. 3- Repair or Reconstruction After Fire or Other Casualty.....	14
	Sec. 4- Payment of Common Charges.....	15
	Sec. 5- Collection of Assessments.....	15
	Sec. 6- Default in Payment of Common Charges.....	16
	Sec. 7- Foreclosure of Liens for Unpaid Common Charges.....	16
	Sec. 8- Statement of Common Charges.....	16
	Sec. 9- Abatement and Enjoinment of Violations by Unit Owners.....	16
	Sec. 10- Maintenance and Repair.....	17
	Sec. 11- Yards.....	17
	Sec. 12- Restrictions on Use of Units.....	18
	Sec. 13- Additions, Alterations or Improve- ments by Board of Managers.....	18
	Sec. 14- Additions, Alterations or Improve- ments by Unit Owners.....	19
	Sec. 15- Use of Common Elements and Facilities.....	19
	Sec. 16- Right of Access.....	19
	Sec. 17- Rules of Conduct.....	20
	Sec. 18- Water Charges.....	20
	Sec. 19- Electricity.....	20
VI	Mortgages.....	20
	Sec. 1- Notice to Board of Managers.....	20
	Sec. 2- Notice of Unpaid Common Charges or Other Default.....	21
	Sec. 3- Notice of Default.....	21
	Sec. 4- Examination of Books.....	21
	Sec. 5- Representative of Mortgagees.....	21

ARTICLE	TITLE	PAGE
VII	Sales, Leases and Mortgages of Units.....	21
	Sec. 1- Sales and Leases.....	21
	Sec. 2- Consent of Unit Owners to Purchase of Units by Board of Managers.....	24
	Sec. 3- No Severance of Ownership.....	24
	Sec. 4- Release by Board of Managers of Right of First Refusal.....	24
	Sec. 5- Certificate of Termination of Right of First Refusal.....	25
	Sec. 6- Financing of Purchase of Units by Board of Managers.....	25
	Sec. 7- Exceptions.....	25
	Sec. 8- Gifts and Devises, etc.....	25
	Sec. 9- Waiver of Right of Partition With Respect to Such Units as Are Acquired by the Board of Managers, or its Designee, on Behalf of All Unit Owners as Tenants In Common..	25
	Sec. 10- Payment of Assessments.....	26
	Sec. 11- Mortgage of Units.....	26
VIII	Condemnation.....	26
	Sec. 1- Condemnation.....	26
IX	Records.....	26
	Sec. 1- Records and Audits.....	26
X	Miscellaneous.....	27
	Sec. 1- Notices.....	27
	Sec. 2- Invalidity.....	27
	Sec. 3- Captions.....	27
	Sec. 4- Gender.....	27
	Sec. 5- Waiver.....	27
	Sec. 6- Insurance Trustee.....	28
XI	Amendments to By-Laws.....	28
XII	Conflicts.....	28
	Sec. 1- Conflicts.....	28



BY-LAWS

OF

WASHINGTON'S HEAD QUARTERS TOWNHOUSES

(Village of Dobbs Ferry,  
Town of Greenburgh,  
Westchester County)

ARTICLE I

Plan of Unit Ownership

Section 1. Condominium Property. The land located on Broadway, Village of Dobbs Ferry, Town of Greenburgh, Westchester County, State of New York, more particularly described in Schedule A of the Declaration recorded in the Office of the Clerk of Westchester County simultaneously herewith, and the buildings constructed on said land (the land and buildings hereinafter collectively called the "Property") have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration and shall hereafter be known as "Washington's Head Quarters Townhouses" (hereinafter called the "Condominium"). The residential apartment-homes are herein sometimes called the "units".

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon or to be constructed thereon (including the units 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.

Section 3. Application. All present and future owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall

constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4- Office. The office of the Condominium and of the Board of Managers shall be located at the Property unless otherwise designated by the Board of Managers.

## ARTICLE II

### Board of Managers

Section 1. Number and Qualification. The affairs of the Condominium shall be governed by a Board of Managers. The Board of Managers shall be composed of not less than three persons nor more than seven persons, all of whom shall be owners or spouses of owners or mortgagees of units, or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers or directors, shareholders or employees of such corporations, or in the case of fiduciary owners or mortgagees shall be the fiduciaries or officers or employees of such fiduciaries. After the Declaration and these By-Laws have been recorded or filed in the Office of the Clerk of Westchester County and until their successors shall have been elected at the first meeting of unit owners held pursuant to Section I of Article III of these By-Laws, the Board of Managers shall consist of persons designated by the Sponsor of the Condominium (F & G Properties Corp. and these managers and other managers designated by the Sponsor pursuant to these By-Laws need not be Unit Owners.

Section 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the unit owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the common elements.
- (b) Determination of the common expenses required for the affairs of the Condominium, including,

without limitation, the operation and maintenance of the Property.

(c) Collection of the common charges and expenses from the unit owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or surrendered by their owners to the Board of Managers.

(h) Purchasing of units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all unit owners.

(i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Managers), or otherwise dealing with units acquired by, and subleasing units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners.

(j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of units on behalf of all unit owners.

(k) Obtaining of insurance for the Property, including the units, pursuant to the provisions of Article V, Section 2 hereof.

(l) Making of repairs, additions and improvements to or alterations of the Property and making of repairs to and restoration of the Property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty; or as a result of condemnation or eminent domain proceedings.

(m) Borrowing money on behalf of the Condominium when

required in connection with the operation, care, upkeep and maintenance of the common elements, provided, however, that (i) the consent of at least 66 2/3% in number and in common interest of all unit owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of \$5,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any unit or its appurtenant interest in the common elements without the consent of the unit owner. If any sum borrowed by the Board of Managers on behalf of the Condominium pursuant to the authority contained in this paragraph (m) is not repaid by the Board, a unit owner who pays to the creditor such proportion thereof as his interest in the common elements bears to the interest of all the unit owners in the common elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the unit owner's unit.

Notwithstanding anything to the contrary contained in these By-laws, so long as the Sponsor or its designee shall continue to own units representing 25% or more in common interest, the Board of Managers may not, without the Sponsor's prior written consent, (i) make any addition, alteration or improvement to the common elements or to any unit or (ii) assess any common charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except in the proportion that the \$2,000 reserve for contingencies provided in the estimate of receipts and expenses for the first year of operation set forth in Schedule of the Plan of Condominium Ownership bears to the total annual common charges to be collected from all unit owners or (iii) hire any employee in addition to the employees referred to in the Plan of Condominium Ownership or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first closing of title to a unit or (v) borrow money on behalf of the Condominium.

Section 3. Managing Agent and Manager. The Board of Managers may employ or discharge for the Condominium a managing agent and/or a manager and other employees at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d) and (k) of Section 2 of this Article II. The Board of Managers may delegate to the manager or managing agent all of the powers granted to the

Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (E), (f), (g), (h), (i), (j), and (m) of Section 2 of this Article II.

Section 4. First Board of Managers and Sponsors Representation. The first Board of Managers shall consist of persons designated by the Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of unit owners. At the first annual meeting of unit owners the Board of Managers shall resign and a new Board shall be elected by the unit owners. Assuming a Board consisting of six members, so long as the Sponsor owns ten or more units, the Sponsor shall be entitled to designate three (3) members of the Board of Managers. If the Sponsor owns more than five but less than ten units, Sponsor shall be entitled to designate two (2) Board members. If Sponsor shall own at least one of said units, Sponsor shall be entitled to designate one representative as a member of the Board of Managers. If the Board shall consist of more or less than six members, the Sponsor's representation thereon shall be increased or reduced proportionately. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 6 of this Article.

Section 5. Removal of Members of the Board of Managers. At any regular or special meeting of unit owners, any one or more of the members of the Board of Managers may be removed with or without cause by a majority of the unit owners except that members of the Board of Managers designated by the Sponsor may only be removed for cause, and a successor may then and there be elected to fill the vacancy thus created. The election of such replacement member of the Board of Managers shall be in accordance with Section 4 of this Article II. Any member of the Board of Managers whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers for the remainder of the term of the predecessor member and until a successor shall be elected at the next annual meeting of the unit owners. The election of such replacement member of the Board of Managers shall be in accordance with Section 4 of this Article II.

Section 7. Organization Meeting. The first meeting of the members of the Board of Managers following the annual meeting of the unit owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Managers and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

Section 10. Waiver of Notice. Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all of the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Managers. At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there should be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any

business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Managers may obtain adequate fidelity bonds for all officers and employees of the Condominium and of any managing agent handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense.

Section 13. Compensation. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 14. Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of these By-Laws. It is understood and permissible for the original Board of Managers and subsequent members of the Board of Managers, who are members of the Sponsor, to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the unit owners in the common elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all unit owners in the common elements.

Section 15. Executive Committee. The Board of Managers may, by resolution duly adopted, appoint an Executive Committee to consist of two (2) or more members of the

Board of Managers. Such Executive Committee shall have and may exercise all the powers of the Board of Managers in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common charges and expenses required for the affairs of the Condominium, (b) to determine the common charges payable by the unit owners to meet the common charges and expenses of the Condominium, or (c) to adopt or amend the rules and regulations covering the details of the operation and use of the Property.

### ARTICLE III

#### Unit Owners

Section 1. Annual Meetings. Within thirty (30) days after the closing of title to all Units, two (2) years from the conveyance of title to the first Unit, or one (1) year after the closing of title to 51% in number of the units, whichever first occurs, or such earlier time as Sponsor deems to be in the best interests of the parties, the Sponsor shall call the first annual Unit Owners meeting. At such meeting the Board of Managers shall resign and a new Board shall be elected by the Unit Owners. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meetings there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. At the first meeting of the Unit Owners, the term of office of one-third of the members of the Board of Managers shall be fixed at 3 years, the term of office of 1/3 of the members of the Board of Managers shall be fixed at 2 years and the term of office of 1/3 of the members of the Board of Managers shall be fixed at one year. Members of the Board of Managers elected by the Sponsor shall serve for the shortest terms of this first meeting of the Unit Owners. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Section 2. Place of Meetings. Meetings of the unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the unit owners as may be designated by the Board of Managers.



Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by not less than 25% in common interest, in the aggregate, of unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the unit owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at the building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least thirty days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meeting. If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the unit owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Managers.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).

- (h) Nomination and election of members of the Board of Managers (when so required).
- (i) Unfinished business.
- (j) New Business.

Section 7. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 8. Voting. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meeting of the unit owners and (those constituting a group acting un-animously), may vote or take any other action as a unit owner either in person or by proxy. The owners of each unit (including the Sponsor, if the Sponsor shall then own one or more Units) shall be entitled to cast one vote for each .01% of interest in the common elements attributable to the Unit or Units owned by him on all matters put to a vote at all meetings of Unit Owners. A fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity. Any unit or units owned by the Board of Managers or its designee shall not be entitled to a vote.

Section 9. Majority of Unit Owners. As used in these By-Laws the term "majority of unit owners" shall mean those unit owners having more than 50% of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. Quorum. Except as otherwise provided in these By-Laws the presence in person or by proxy of unit owners having one-third of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 11. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Declaration or these By-Laws or by law, a higher percentage vote is required.

#### ARTICLE IV

##### Officers

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Managers. Any two offices, other than President and Secretary and President and Vice President, may be held by the same person. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgement may be necessary. The President and Vice President, but no other officers, need be members of the Board of Managers.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the unit owners and the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

#### ARTICLE V

##### Operation of the Property

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Managers shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium, and allocate and assess such common charges and expenses among the unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of repairs and maintenance of the common elements and limited common elements, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article V and the fees and disbursements of the Insurance Trustee, if any. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses.

for any prior year. The Board of Managers can reduce or increase the amount of monthly common charges allocated to the units and payable by unit owners and the Sponsor (as owner of unsold units). The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all unit owners, promptly, in writing, of the amount of common charges and expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such common charges and expenses are based, to all unit owners and to their mortgagees.

Section 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring each Building, including all of the units, (but not including fixtures, equipment, service machinery, furniture, furnishings or other personal property) and covering the interests of the Condominium, the Board of Managers and all unit owners and their mortgagees, as interest may appear, in an amount equal to the full replacement value of the Buildings, without deduction for depreciation; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers or its designee as Insurance Trustee hereinafter set forth; (2) workmen's compensation insurance for any employees; (3) disability benefits insurance for any employees; (4) water damage legal liability insurance; and (5) such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers and that the net proceeds thereof shall be payable to the Board of Managers or its designee, as Insurance Trustee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured or of pro-rata reduction of liability and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire.

insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Buildings, including all of the units and all of the common elements therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Managers shall review such limits once each year. Until the first meeting of the Board of Managers following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of \$1,000,000 covering all claims for bodily injury or property damage arising out of one occurrence and in a limit of \$100,000 for each occurrence for water damage legal liability claims.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

Section 3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Buildings or any of them as a result of fire or other casualty (unless such damage or destruction shall give a unit owner or lienor a right of partition by a vote of 75% of the Unit Owners, as provided by Article 9-B of the Real Property Law of the State of New York), the Board of Managers shall arrange for the prompt repair and restoration of the Building or Buildings (including any damaged units but not including any wall, ceiling or floor decorations or coverings or other fixtures, equipment, service machinery, furniture, furnishings or equipment installed in the units), and the Insurance Trustee if any shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the unit owners for such deficit as part of the common charges.

If, as the result of damage to or destruction of the Building or any of them, by fire or other casualty, the Property becomes subject to an action for partition at the suit of any unit owner or lienor as if owned in common, in accordance with the provisions of Article 9-B of the Real Property Law of the State of New York, the Property will not be repaired and the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Insurance Trustee, if any, among all the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

Section 4. Payment of Common Charges. All unit owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Managers shall determine.

No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VII of these By-Laws) of such unit, together with the Appurtenant Interests, as defined in Section 1 of Article VII hereof. In addition, any unit owner may, subject to the terms and conditions specified in these By-Laws, provided that his unit is free and clear of liens and encumbrances other than a permissible mortgage and the statutory lien for unpaid common charges, convey his unit, together with the Appurtenant Interests, to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other unit owners, and in such event be exempt from common charges thereafter assessed. A purchaser of a unit shall be liable for the payment of common charges assessed against such unit prior to the acquisition by him of such unit, except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 5. Collection of Assessments. The Board of Managers shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect any common charges due from any unit owner which remains unpaid for more than 30 days from the due date for payment thereof.

Section 6. Default in Payment of Common Charges. In the event of default by any unit owner in paying to the Board of Managers the common charges as determined by the Board of Managers, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such unit owner or by foreclosure of the lien on such unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof.

Section 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Charges. The Board of Managers shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such unit owner.

Section 9. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws; to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.



Section 10. Maintenance and Repair. (a) All maintenance of and repairs to any unit and any common elements exclusive thereto, structural or non-structural, ordinary or extraordinary, including but not limited to doors, windows, interior walls to the line of center and exterior walls, roof, callar, electrical, plumbing, heating hot water heaters and air conditioning fixtures, shall be made by and at the expense of the owner of such unit. Each unit owner shall be responsible for all damages to any and all other units and/or to the common elements, that his failure to do so may engender.

All interior walls common to two units shall be deemed a common wall and reciprocal easements are hereby created in favor of adjoining unit-owners for the maintenance, repair and reconstruction of common walls and the foundations, piers and beams (herein called the Common Wall supporting the same). Each unit owner sharing a common wall shall be bound and required to share equally the cost of usual and ordinary repairs and maintenance and reconstruction of the Common Wall unless either there is insurance by the Condominium covering such loss or damage in which event the repair or reconstruction will be in accordance with Section 10(b) of these By Laws or if the loss or damage is the result of the negligence act or omission or the willful act of one unit owner in which event that unit-owner shall bear the expense of the maintenance, repair or reconstruction of the Common Wall even if undertaken by the unit owner who was not at fault. In the event of any dispute concerning a Common Wall the same shall be settled by the Board of Managers and their decision shall be final, binding and conclusive upon the unit owners.

(b) All maintenance, repairs and replacements to the common elements, other than the limited common elements exclusive to particular units, (unless necessitated by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Board of Managers and be charged to all the unit owners as a common expense.

Section 11. Yards. A yard to which there is direct access from the interior of a unit and which is so marked on the plans of the Condominium, shall be for the exclusive use of the owner of such unit. It shall be the responsibility of the unit owner to maintain any such yard and patio except that the regular mowing of the grass and caring for trees, bushes, shrubs shall be a common expense.

Section 12. Restrictions on Use of Units. 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 restricted to and shall be in accordance with the following provisions:

(a) The Units, shall be used for residential purposes only, except that they may be used as professional offices by a resident thereof provided such professional use does not violate zoning regulations.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which unreasonably interferes with the peaceful possession or proper use of the Property by its residents or occupants.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with by and at the sole expense of the unit owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No portion of a unit (other than the entire unit in accordance with Section 1b of Article VII herein) may be rented, and no transient tenants may be accommodated therein.

(f) Rules and regulations concerning the use of the units may be promulgated and amended from time to time by the Board of Managers provided that copies of such rules and regulations are furnished to each unit owner not less than 5 days prior to the time that they become effective.

Section 13. Additions, Alterations or Improvements by Board of Managers. Whenever in the judgment of the Board of Managers the common elements shall require an addition, alteration or improvement costing in excess of \$10,000 and the making of such addition, alteration or improvement shall have been approved by 50% in common interest of all unit owners voting in person and/or by proxy at a meeting duly held in accordance with these By-Laws. The Board of Managers shall proceed with

such addition, alteration or improvement and shall access all unit owners for the cost thereof as a common charge. Any additions alteration or improvement costing \$25,000 or less may be made by the Board of Managers without approval of the unit owners, and the cost thereof shall constitute part of the common expenses.

Section 14. Additions, Alterations or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration or improvement including installation or any antennas in or to his unit, without the prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers to the proposed addition, alteration or improvement. Any application to any governmental authority having or asserting jurisdiction, for a permit to make an addition, alteration or improvement in or to any unit approved by the Board of Managers shall be executed by the Board of Managers only, without, however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 14 shall not apply to a unit owned by the Sponsor or its designee until a deed to such unit has been delivered to a purchaser thereof.

The Board of Managers will execute any such application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such structural addition, alteration or improvement made by the Sponsor or its designee provided, however, that neither the Board of Managers nor the unit owners shall be subjected to any expense or liability by virtue of the execution of the application or such other document and the Board of Managers shall have the right to request a deposit, security or indemnification from the unit owner for any expense, damage or loss which may arise as a consequence or relating to such consent.

Section 15. Use of Common Elements and Facilities. (a) A unit owner shall not place or cause to be placed in the common areas or common facilities, other than in parts of the common area designated as exclusive to that unit, any furniture, barbecues, equipment, packages or objects of any kind.

(b) The common elements and facilities shall be used only for those purposes for which they are reasonably suited and capable.

Section 16. Right of Access. A unit owner shall grant a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the Board of Managers.

the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common element, or to correct any condition which violates the provisions of any mortgage covering another unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner and further provided that such right shall be exercised in such a manner as will not unreasonably interfere with the use of the units for residential purposes. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 17. 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 such 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. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Schedule A.

Section 18. Water Charges. Water shall be supplied to all of the units and the common elements through one meter and the Board of Managers shall pay, as a common expense, all charges arising therefrom, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a unit by the owner thereof, the Board of Managers, on request of the selling unit owner shall execute and deliver to the purchaser of such unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the unit as of the date of closing of title to such unit, promptly after such charges shall have been billed by the New Rochelle Water Company.

Section 19. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in his unit directly to the utility company. The cost of electricity for the common elements outside the unit, as measured by one or more separate meters, will be included in the common charges.

#### ARTICLE VI

##### Mortgages

Section 1. Notice to Board of Managers. A unit owner who mortgages his unit shall notify the Board of Managers of the name and address of mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Unpaid Common Charges or Other Default. The Board of Managers, whenever so requested in writing by a mortgagee of a unit, shall promptly report any unpaid common charges due from, or any other default by, the owner of the mortgaged unit.

Section 3. Notice of Default. The Board of Managers, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Managers.

Section 4. Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

Section 5. Representative of Mortgagees. The holders of mortgages constituting first liens on the units may, at their election, appoint one or more (but not more than three) representatives who shall be empowered to act on behalf of all mortgagees (first or subordinate) with respect to any matter requiring the consent or approval of mortgagees under the Declaration or these By-Laws. If such representative or representatives are appointed and notice thereof given to the Board of Managers the act of such representative or representatives shall be deemed binding upon the holders of all mortgages which shall be liens on units. If no such representative shall be appointed or written notice of the appointment shall not be given to the Board of Managers then notwithstanding any other provision of the Declaration or these By-Laws the consent of mortgagees shall not be required to any act of the Board of Managers or the unit owners.

#### ARTICLE VII

##### Sales, Leases and Mortgages of Units

Section 1. Sales and Leases. (a) No unit owner may sell his unit or any interest therein except by complying with the following provisions:

Any unit owner who receives a bona fide offer (hereinafter called an "Outside Offer") for the sale of his unit together with: (i) the undivided interest in the common elements and exclusive common elements appurtenant thereto; (ii) the interest of such unit owner in any units theretofore 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, (hereinafter collectively called the "Appurtenant Interests"), which he intends to accept, shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such unit, together with the Appurtenant Interests, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the owners of all other units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the unit owner who has received such offer, to the Board of Managers on behalf of the other unit owners, that such unit owner believes the Outside Offer to be bona fide in all respects. Within thirty days after receipt of such notice, the Board of Managers may elect, by notice to such unit owner, to purchase such unit, together with the Appurtenant Interests, (or to cause the same to be purchased by its designee, corporate or otherwise), on behalf of all other unit owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering unit owner. In the event the Board of Managers shall elect to purchase such unit, together with the Appurtenant Interests, or to cause the same to be purchased by its designee, corporate or otherwise, title shall close at the office of the attorneys for the Condominium forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing the unit owner shall convey the unit to the Board of Managers or to its designee, on behalf of all other unit owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all other taxes arising out of such sale. Real estate taxes, mortgage interest and common charges and expenses shall be apportioned between the unit owner and the Board of Managers, or its designee as of the closing date. In the event that the Board of Managers or its designee shall not accept such offer within thirty days as aforesaid, it shall so advise the offering unit owner, in writing, and the offering unit owner shall be free to contract to sell such unit, together with the Appurtenant Interests, within sixty days after the expiration of the period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering unit owner to the Board of Managers of such Outside Offer. Any such deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. In the event the offering unit owner shall not, within such 60 day period, contract to sell such unit, together with the Appurtenant Interests, to the Outside Offeror on the terms and conditions

contained in the Outside Offer, or if the unit owner shall so contract to sell his unit within such sixty day period, but such sale shall not be consummated pursuant to the terms of such contract, then should such offering unit owner thereafter elect to sell such unit, together with the Appurtenant Interests, to the same or another Outside Offeror on the same or other terms and conditions, the offering unit owner shall be required to again comply with all of the terms and provisions of this Section 1 of this Article VII.

(b) No unit owner may lease his unit except by complying with the following provisions:

Any unit owner who receives a bona fide offer for a lease or his unit which he intends to accept shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed lessee, the terms of the proposed lease, references, and such other information as the Board of Managers may reasonably require and shall offer to lease such unit to the Board of Managers, or its designee, corporate or otherwise, on the same terms and conditions. The Board of Managers shall have the same right of election to lease the unit on behalf of all unit owners as contained in subsection (a) above relating to the sale of units. In the event the Board of Managers or its designee shall fail to accept such offer within the time period set forth in subsection (1) the unit owner shall be free to lease such unit to the Outside Offeror on the terms and conditions contained in the Outside Offer, provided such lease shall be executed within 60 days after the expiration of the period in which the Board of Managers or its designee might have accepted such offer.

Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease, and that the Board of Managers shall have the right to terminate the lease on not less than 30 days' prior written notice upon foreclosure of the lien granted by Section 339-2 of the Real Property Law of the State of New York. Except as hereinbefore set forth, the form of any such lease shall be the then current form of apartment lease recommended by The Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Board of Managers.

Any purported lease of a unit in violation of this Section shall be voidable at the election of the Board of Managers and if the Board shall so elect, the unit owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to evict the purported tenant in the name of the said unit owner as the purported landlord.

Any purported sale of a unit in violation of this Section shall be voidable at the election of the Board of Managers.

The provisions of this Section shall not apply to any unit owned by the Sponsor, or its designee, or to a mortgagee acquiring title in foreclosure, or by deed in lieu of foreclosure; they shall be free to sell or lease without first offering to sell to or obtaining the consent of the Board of Managers.

Section 2. Consent of Unit Owners to Purchase of Units by Board of Managers. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any unit without the prior approval of a majority of unit owners.

Section 3. No Severance of Ownership. No unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all units.

Section 4. Release by Board of Managers of Right of First Refusal. The right of first refusal contained in Section 1 of this Article VII may be released or waived by the Board of Managers in which event the unit, together with the Appurtenant Interests, may be leased, sold or conveyed, free and clear of the provisions of such Section, but thus shall not be deemed a waiver of Section 1 of the Article VII with respect to any subsequent sale or lease.

Section 5. Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VII have been met by a unit owner, or have been duly waived by the Board of Managers, and that



the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers and the unit owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any unit owner who has in fact complied with the provisions of Section 1 of this Article VII or in respect to whom the provisions of such Section have been waived, upon request, at a reasonable fee, not to exceed fifty (\$50.00) Dollars.

Section 6. Financing of Purchase of Units by Board of Managers. Acquisition of units by the Board of Managers, or its designee, on behalf of all unit owners, may be made from the working capital and common charges in the hands of the Board of Managers, or if such funds are insufficient, the Board of Managers may levy an assessment against each unit owner in proportion to his ownership in the common elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article V, or the Board of Managers, in its discretion, may borrow money to finance the acquisition of such unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers. Provided, however, that no assessment may be levied under this Section 6 against any mortgagee who has acquired title to a unit, whether by foreclosure or deed in lieu thereof.

Section 7. Exceptions. The provisions of Section 1 of this Article VII shall not apply with respect to (a) any sale or conveyance by a unit owner of his unit, together with the Appurtenant Interests, to his spouse or to any of his adult children or to his parent or parents or to his brother or sisters, or any one or more of them, or (b) a sale or lease of a unit owned by the Sponsor or a designee of the Sponsor, or (c) the acquisition, sale or lease of a unit, together with the Appurtenant Interests, by a mortgagee who shall acquire title to such unit by foreclosure or by deed in lieu of foreclosure.

Section 8. Gifts and Devises, etc. Any unit owner shall be free to convey or transfer his unit by gift, or to devise his unit by will, or to pass the same by intestacy, without restriction.

Section 9. Waiver of Right of Partition With Respect to such Units as Are Acquired by the Board of Managers, or Its Designee, on Behalf of All Unit Owners as Tenants in Common. In the event that a unit shall be acquired by the Board of Managers, or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 10. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Board of Managers all unpaid common charges and expenses theretofore assessed by the Board of Managers against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages said payments however may be made out of proceeds of sale.

Section 11. Mortgage of Units. Each unit owner shall have the right to mortgage his unit without restriction provided that any such mortgage shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be necessary in order to permit a particular bank, trust company, insurance company, savings and loan association, institutional or other lender to make the mortgage loan. Prior to or simultaneously with the closing of any such mortgage, the unit owner must satisfy all arrearages for unpaid common charges and discharge any liens therefor. If a unit owner wishes to sell his unit, he may take back a purchase money mortgage.

#### ARTICLE VIII

##### Condemnation

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Insurance Trustee, if any. If 75% or more of the unit owners duly and promptly approve the repair and restoration of such common elements, the Board of Managers shall arrange for the repair and restoration of such common elements, and the Insurance Trustee shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of the unit owners do not duly and promptly approve the repair and restoration of such common elements, the Insurance Trustee shall disburse the net proceeds of such award in the same manner as it is required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than ninety (90) days from the date of such taking.

#### ARTICLE IX

##### Records

Section 1. Records and Audits. The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the unit owners, and financial records and books of account of the Condominium, including a

chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid.

An annual report of the receipts and expenditures of the Condominium, audited by an independent certified public accountant, shall be rendered by the Board of Managers to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year. The cost of such report shall be paid by the Board of Managers as a common expense.

#### ARTICLE X

##### Miscellaneous

Section 1. Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Managers at the office of the Board of Managers, or c/o the managing agent, if there is a managing agent, or to such other address as the Board of Managers may hereafter designate from time to time, by notice in writing to all unit owners and to all mortgagees of units. All notices to any unit owner, except notices of default in payment of common charges, which may be sent ordinary mail, shall be sent by registered or certified mail to the Building or to such other address as may have been designated by him from time to time, in writing, to the Board of Managers. All notices to mortgagees of units shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Managers. 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.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Insurance Trustee. The Insurance Trustee shall be the Board of Managers, or its designee, or a bank or trust company in the State of New York, designated by the Board of Managers. In the event that the Insurance Trustee shall resign, the new Insurance Trustee may be designated by the Board of Managers. The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a common expense of the Condominium.

#### ARTICLE XI

##### Amendments to By-Laws

Section 1. Amendments to By-Laws. Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the vote of 66-2/3% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purpose, but only with the written approval of the representative or representatives, if any, appointed pursuant to Section 5 of Article VI hereof, by the holders of mortgages constituting first liens on units. Section 1 of Article III, insofar as it provides that the Sponsor or its designee, so long as it is the owner of one or more units shall be entitled to elect at least one member of the Board of Managers, Section 2 of Article II, insofar as it provides that the Board of Managers may not exercise certain powers without the Sponsor's prior written consent so long as the Sponsor or its designee shall continue to own units representing 25% or more in common interest, Section 8 of Article III, insofar as it provides that the Sponsor, or its designee, so long as it is the owner of one or more units may vote the votes appurtenant thereto, Section 14 of Article V, insofar as it provides that the provisions of such Section shall not apply to any units owned by the Sponsor or its designee, Section 1 of Article VII insofar as it provides for a right of first refusal to the Board of Managers, Section 7 of Article VII, insofar as it provides that the provisions of Section 1 of Article VII shall not apply with respect to a sale or lease of a unit owned by the Sponsor or its designee, and this Section 1 of Article XI, however, may not be amended without the consent in writing of the Sponsor or its designee so long as the Sponsor or its designee shall be the owner of one or more units. Notwithstanding anything to the contrary herein contained, no provision of these By-Laws relating to the use of the units may be amended without the consent of every unit owner affected by such amendment.

#### ARTICLE XII

##### Conflicts

Section 1. Conflicts. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

## SCHEDULE A .

## RULES AND REGULATIONS FOR

WASHINGTON'S HEAD QUARTERS TOWNHOUSES  
CONDOMINIUM

1. Each unit owner shall keep his unit and its limited common element in a good state of repair, maintenance, preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, or window thereof, any dirt or other substance. Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of any Building or which would structurally change any of the Buildings.

2. No awnings or window guards shall be used in or about any unit except such as shall have been approved in writing by the Board of Managers or the managing agent or the manager, which approval may be granted or refused in the sole discretion of the Board of Managers or the managing agent or the manager.

3. No radio or television aerial shall be attached to or hung from the exterior walls or roof of any Building and no sign (including "For Sale", "For Rent" or "For Lease"), notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of any Building except such as shall have been approved, in each instance, in writing by the Board of Managers or the managing agent or the manager, which approval may be granted or refused in the sole discretion of the Board of Managers or the managing agent or the manager; nor shall anything be projected from any window of any Building without similar approval. The right is reserved by the Sponsor and the Board of Managers, or its agent, to place, "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet. Any aerial so installed without such required consent shall be subject to removal without notice at any time.

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

5. No unit owner shall make or permit any disturbing noises in any Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or a radio or television set or other loud speaker in such owner's unit between the hours of twelve o'clock midnight and the following seven o'clock A.M., if the same shall disturb or annoy other occupants of the Building, and in no event practice or suffer to be practiced either vocal or instrumental music between the hours of ten P.M. and the following nine A.M.

6. No animals or reptiles of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats or other household pets, not to exceed two per unit, may be kept in units, subject to the rules and regulations adopted by the Board of Managers provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Managers. In no event shall any pet be permitted in any portion of the common area unless carried or on a leash, or in any grass or garden plot under any circumstances.

7. No occupant of the Building shall send any employee of the Board of Managers or of the managing agent out of the Condominium on any private business.

8. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent or the manager, may enter any room or unit in any Building at any reasonable hour of the day for the purpose of inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

9. Outdoor cooking or barbecuing shall only be permitted at such times, and in such places, as the Board of Managers, in their sole discretion, shall designate from time to time in writing.

10. No vehicle belonging to a unit owner or to a member of the family or guest, tenant or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from any Building by another vehicle.

11. Complaints regarding the service of the building shall be made in writing to the Board of Managers or to the managing agent or to the manager.

12. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

13. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out of a unit or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies or patios. Nor shall a unit owner sweep or throw or permit to be swept or thrown therefrom any dirt or other substance.

14. Unit owners will faithfully observe the procedures established from time to time by the Board of Managers, the managing agent or the manager with respect to the disposal of garbage, rubbish and refuse.

15. Unit owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their units.

16. Nothing shall be done or kept in any unit or the common elements which will increase the rate of insurance of any of the buildings, or contents thereof, without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. Except for automobiles, no unit owner or occupant or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his unit any flammable, combustible or explosive fluid, material, chemical or substance. The Board of Managers' decision on these matters shall be conclusive. No waste shall be committed in the common elements.

17. If any key or keys are entrusted by a unit owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers or of the managing agent, whether for such unit owner's unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner, and neither the Board of Managers nor the managing agent nor the manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

18. No washing of motor vehicles shall take place on any of the property, nor shall the uncovered parking areas be used for any purpose other than for overnight parking of vehicles with automobile or combination license plates. Specifically excluded are commercial vehicles, trailers, vehicles used for commercial purposes, or boats. Garage doors shall be kept closed except at times when vehicles are entering or leaving the garage and vehicles may only be parked in garages or designated parking spaces.

19. No solicitation by residents or non-residents shall be allowed without prior consent of the Board of Directors.

20. No contractor or workman other than those authorized by the Sponsor or Board of Managers shall be permitted to do any work, other than emergency work, in any unit between the hours of 6 p.m. and 8 a.m. or Saturdays, Sundays or legal holidays if such work would disturb any other person.

21. Except in recreational areas which may be designated as such by the Board of Managers there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the common elements except that limited common elements may be used for their intended purposes subject to rules and regulations by the Board of Managers. No shrubs or fences shall be placed in the exclusive common areas except with the prior permission of the Board of Managers except on the exclusive common areas of Units 1 and 2.

22. Only persons authorized by the Board of Directors shall mow lawns, prune any trees or shrubs, replace any window or otherwise repair or maintain any part of the common elements.

23. The Board of Managers may promulgate and enforce reasonable parking regulations.

24. An intentional or unintentional waiver of any one or more of the rules and regulations shall not be deemed a waiver of future violations by the same party or any third party, and no estoppel shall arise against the Board of Managers.





CONDOMINIUM DECLARATION

AND

BY-LAWS

OF

WASHINGTON'S HEAD QUARTERS  
TOWNHOUSES

SHEET 31  
BLOCK 507  
LOTS 15, 19, 40

*NY*  
*James P. Schuchman*  
*James P. Schuchman*

TITCUMY  
GOTTLIEB SCHIFF, FABRICANT & STERNKLAR, P.C.  
885 FIFTH AVENUE  
NEW YORK, N. Y. 10017

145.00 B - 68a

RECEIVED  
WESTCHESTER COUNTY CLERK  
JUN 20 PM 3 34

SEARCHED	INDEXED
SERIALIZED	FILED
JUN 20 1978	
WESTCHESTER COUNTY CLERK'S OFFICE	

27481

The foregoing instrument was endorsed for record as follows:  
 The property affected by this instrument is situate in the  
 TOWN OF GREENBURGH  
 County of Westchester, N. Y. A true copy of the original  
 DECLARATION  
 recorded in the Division of Land Records of the County Clerk's  
 Office of Westchester County on JUNE 20, 1978  
 at 3:34 P M in Liber 7476 Page 522 of Deeds.  
 Witness my hand and Official Seal

*George R. Morton*  
 George R. Morton  
 County Clerk