

LAKE GEORGE PARK COMMISSION

PROJECT SYNOPSIS

Meeting Date August 27, 2019

Applicant Sunnyview Homeowners Association	Facility Sunnyview Acres	Parcel 238.16-1-27 Lake George
Application # 5222-4-18 DM MINOR	Lakefront 143 feet 1 straight, T, L, U dock & 1 mooring	Location Sunnyview Ln Diamond Point
Date Received 01/09/2018	SEQR type Type II, not subject to SEQRA	Comment period ends 08/23/2019

Project

Replace 4 existing wharfs with a 99' long, 53' wide pile supported four dock complex in accordance with plans attached. A variance is required.

Background

Sunnybrook Acres Inc filed a Registration of Existing Wharf with the Department of Environmental Conservation in 1981 for two 32' and two 40' docks at this site. Inspections in 1998 & 1999 found that the docks had been modified without permits. A 2001 Consent Order approved the docks at 44', 48' and two at 70'.

The 1990 Declaration relating to the subdivision describes 16 slips on 4 docks, however 4 of these slips were never conveyed to any of the homeowners.

In November 2017 one of the docks was found to have been installed at a different angle than authorized. A Consent Order was signed, a fine paid and the current dock location approved.

This proposal was scheduled for review at the February 2019 meeting. It was postponed to allow the the Association time to review the Project Review Committee's comments after the site inspection. The proposed dock would have accommodated 14 slips and required a variance from the number of docks allowed (1 "U" allowed, 4 docks existing, 6 docks proposed), square footage (700' allowed, 702 existing, 982 proposed) and both offshore distance limits (98' from MLW, 110' from MHW). The Committee requested that the plans reduce the dock to 12 slips.

The revised plan submitted August 15 accommodates 12 slips and requires a variance from the allowed square footage ((700' allowed, 702 existing, 794 proposed) and the offshore distance from MLW (84' from MLW, 44' beyond allowed).

One adverse comment was received from the neighbor to the south, representing Twin Birches Cottages. They have been sent the revised plans.

Regulatory Determinations

SEQRA

The project is a Type II action pursuant to 617.5(c)(36) "actions subject to the class A or class B regional project jurisdiction of the Adirondack Park Agency or a local government pursuant to section 807, 808 and 809 of the Executive Law, except class B regional projects subject to review by local government pursuant to section 807 of the Executive Law located within the Lake George Park as defined by subdivision one of section 43- 0103 of the Environmental Conservation Law; and" so no further review under SEQRA is required.

VARIANCE

The Commission must determine if the documentation presented is sufficient to prove unnecessary hardship as set forth in Section

Date prepared August 19, 2019

LAKE GEORGE PARK COMMISSION

PROJECT SYNOPSIS

Meeting Date August 27, 2019

645-8.3 Standard:

(a) No variance shall be granted under this Subpart unless the applicant shall establish by substantial, credible evidence unnecessary hardship.

(b) In order to establish unnecessary hardship, an applicant must demonstrate:

(1) unique and peculiar conditions to the applicant's particular situation which impose a substantial technological, financial or safety burden upon the applicant or the public;

(2) that because of such uniqueness, there is no reasonable possibility that the applicant's property or, if no property is involved, the continuation of the application's business, enterprise, use or activity will bring a reasonable return following conformity with the regulations of the Commission;

(3) that the proposed activity will have no adverse impact on the public health, safety or welfare, the environment or the resources of the Park; and

(4) that the granting of a variance will not alter the essential character of the area in which the proposed use or activity is located, and will not lead to congestion in the Park.

If the variance documentation is deemed sufficient to prove unnecessary hardship the Commission must then make findings under provision 6NYCRR 646.1.6(a):

"Prior to granting any permit relative to a dock, wharf, mooring or marina, the Commission shall ascertain the probable effect of the proposed facility and the operation thereof on the health, safety and welfare of the public and on the resources of the Park. The Commission shall also ascertain the impact of the proposed facility upon the congestion of Lake George and the probable visual, cultural and audible effects of the proposed facility on the neighborhood in which the facility is proposed and on the Park. Where the Commission determines that the facility will have an undue impact upon the health, safety, or welfare of the public or the resources of the park, lead to overcrowding or congestion, or cause undue visual, cultural or audible impacts on the neighborhood or the Park, a permit shall be denied."

Molly

From: Molly
Sent: Monday, August 12, 2019 2:17 PM
To: 'norman.dascherjr@sphp.com'
Cc: 'Devin Dickinson'
Subject: deeded slips
Attachments: sunnyview.pdf

Although I answered yes, that the dock plan Devin sent is what we have on file as the project plan, now that I've had a chance to review this I realize that we had not yet received plans that addressed the Commissioner's concerns. They had noted that they wouldn't approve that plan as it would accommodate 14 slips and they will only approve 12. Here's what staff had suggested, but never received a response to:

"Staff's preferred alternative would be achieved by taking the multifingered pier in submitted Exhibit "C", moving it about 8'-9' south, and widening the angle of the fingers to 60 degrees from 45. The 44.8' straight pier would be eliminated."

Also, I've been unable to locate some of the deeds (see attached), can you assist?

Do you have a plan that shows where the 12 slips will be assigned on the proposed dock?

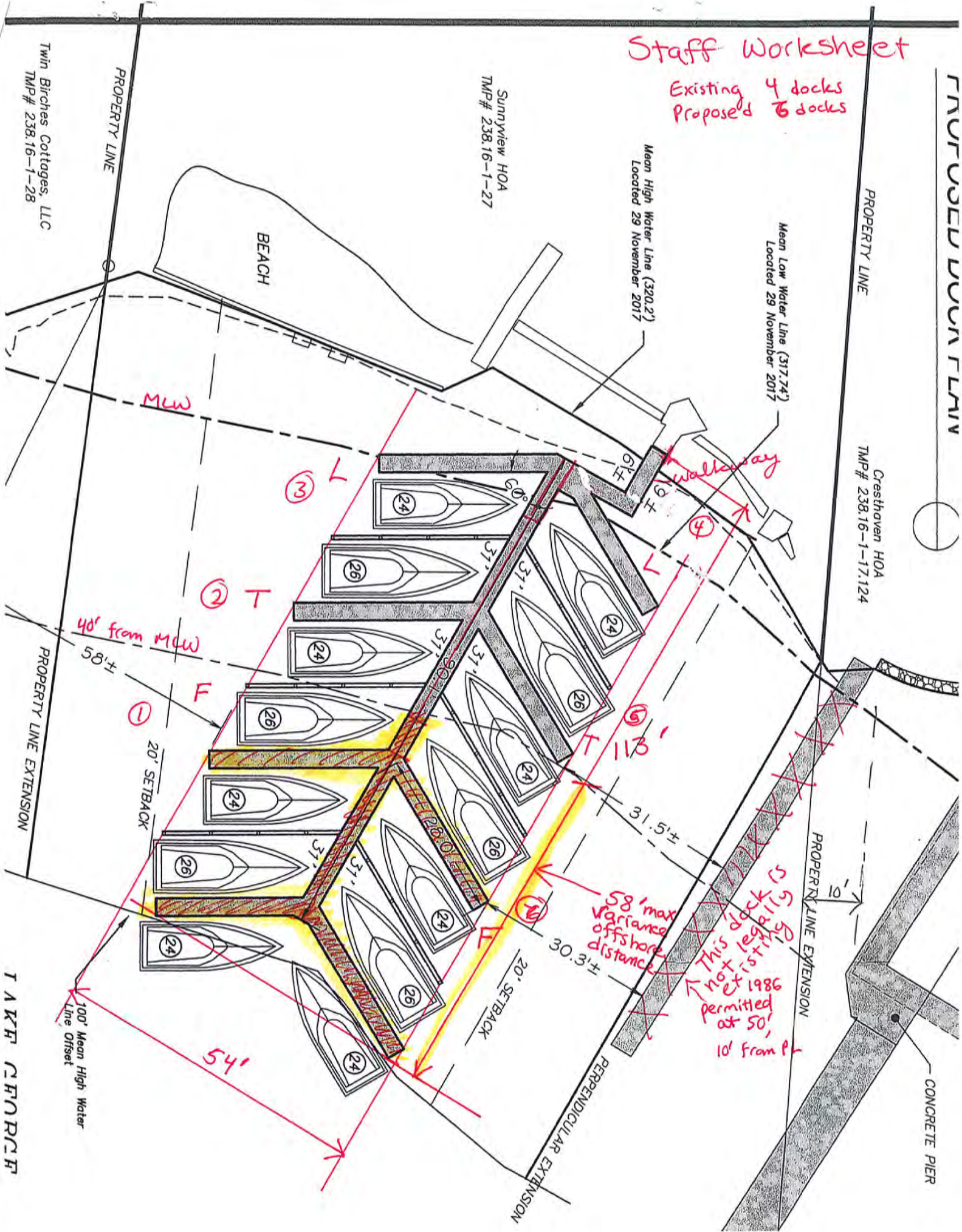
Thanks.

Molly Gallagher
Deputy Permit Administrator

Lake George Park Commission
PO Box 749, 75 Fort George Rd, Lake George, NY 12845
(518) 668-9347 | fax (518) 668-5001 | molly@lgpc.state.ny.us
www.lgpc.ny.gov

Staff Worksheet

Existing 4 docks
Proposed 6 docks



PROPOSED DOCK PLAN



Cresthaven HOA
TMP# 238.16-1-17.124

PROPERTY LINE

Mean Low Water Line (317.74')
Located 29 November 2017

Mean High Water Line (320.2')
Located 29 November 2017

Sunnyview HOA
TMP# 238.16-1-27

BEACH

PROPERTY LINE

Twin Birches Cottages, LLC
TMP# 238.16-1-28

CONCRETE PIER

PROPERTY LINE EXTENSION

PERPENDICULAR EXTENSION

20' SETBACK

Un-canopied Boat Lift

6"Ø Galv. Steel Pile (typ.)

6"Ø Galv. Steel Pile (typ.)

Un-canopied Boat Lift

6"Ø Galv. Steel Pile (typ.)

100' Mean High Water
Line Offset

PROPERTY LINE EXTENSION

PERPENDICULAR EXTENSION

Received 8/15/2019
Commission requested
design for 12 slips

	EXISTING	PROPOSED	ALLOWED	INCREASE?
# DOCKS	4	6	1	YES
DOCK LENGTH (total)	212'	273'	-	YES
LENGTH BEYOND 40'	24'	123'	-	YES
DOCK AREA (total)	702 SF	794 SF	700 SF	YES
SF IN 20' SETBACK	82 SF (north)	0	0	NO
SF BEYOND 100' SHORE	0 SF	0 SF	0	NO
SF BEYOND 40' MLWL	68 SF	367 SF	0	YES
DOCK WIDTH	N/A	48.8' *	40'	YES *
NUMBER OF SLIPS	12	12	-	-

* Note: No individual dock configuration (ie. I, E, U, L, etc.) is wider than 40'. However, the entire dock complex is 48.8' wide as measured parallel to shore.

LAKE GEORGE

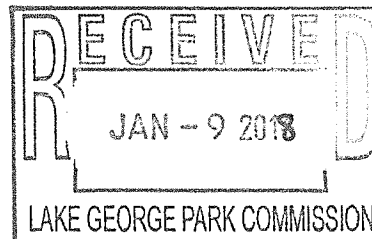
Lake Elevation 11/29/2017 = 319.2'
146'± along shoreline as it winds & turns.

Graphical Scale: 1" = 20'





Lake George Park Commission



pd: \$50.00
mdu

75 Fort George Rd, PO Box 749, Lake George NY 12845 | 518.668.9347 fax 518.668-5001 | info@lgpc.state.ny www.lgpc.state.ny.us

APPLICATION FOR PERMIT FOR DOCKS, WHARFS AND MOORINGS

THIS APPLICATION IS FOR THE: (check all that apply)

- ☐ Construction of a New Dock or Wharf (\$200) ☐ Placement of a Mooring (\$100)
☒ Modification to an Existing Dock or Wharf (\$50) ☐ Modification to an Existing Mooring (\$50)
☐ Article 15 (Repair, removal, replacement or installation of cribbing as part of wharf construction)

APPLICATION FEE ENCLOSED: _____ (check or money order only)

1. OWNER ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr.

☐ INDIVIDUAL ☐ PARTNERSHIP ☒ ASSOCIATION
☐ CORPORATION ☐ MUNICIPALITY ☐ AGENCY

NAME Sunnyview HOA

EMAIL Norman.DascherJr@sphp.com

CONTACT PERSON IF OWNER IS NOT AN INDIVIDUAL Norm Dascher

MAILING ADDRESS 51 Sunnyview Ln.

CITY Lake George

STATE NY

ZIP CODE 12845

PHONE 518-312-7478

** If this is an association or if other parties have deeded or contractual access to this lakefront, please complete Addendum A **

2. AGENT ☐ NONE ☐ PRESIDENT OR CEO ☐ LLC MEMBER ☐ ATTORNEY ☒ CONSULTANT ☐ CONTACT PERSON

NAME Devin Dickinson

EMAIL devin9909@gmail.com

COMPANY

MAILING ADDRESS

CITY

STATE

ZIP CODE

PHONE 518-339-7451

3. CONTRACTOR (if known)

NAME

EMAIL

COMPANY

MAILING ADDRESS

CITY

STATE

ZIP CODE

PHONE

4. PROJECT LOCATION

TOWN ☐ TICONDEROGA ☐ DRESDEN
☐ FORT ANN ☐ HAGUE
☒ LAKE GEORGE ☐ PUTNAM
☐ QUEENSBURY ☐ BOLTON

SECTION 238.16

BLOCK 1

LOT 27

STREET Sunnyview Ln.

LAKE FRONTAGE 146 feet
according to ☐ Tax Map ☒ Survey (attach copy)

NUMBER OF WHARFS AND MOORINGS CURRENTLY ON PROPERTY
4 DOCKS 0 MOORINGS (Please fill in a number or 0 for each)

DOES LAKEFRONT CONTAIN WETLANDS? ☐ Yes ☒ No STREAMS? ☐ Yes ☒ No (If yes, show on project plans)

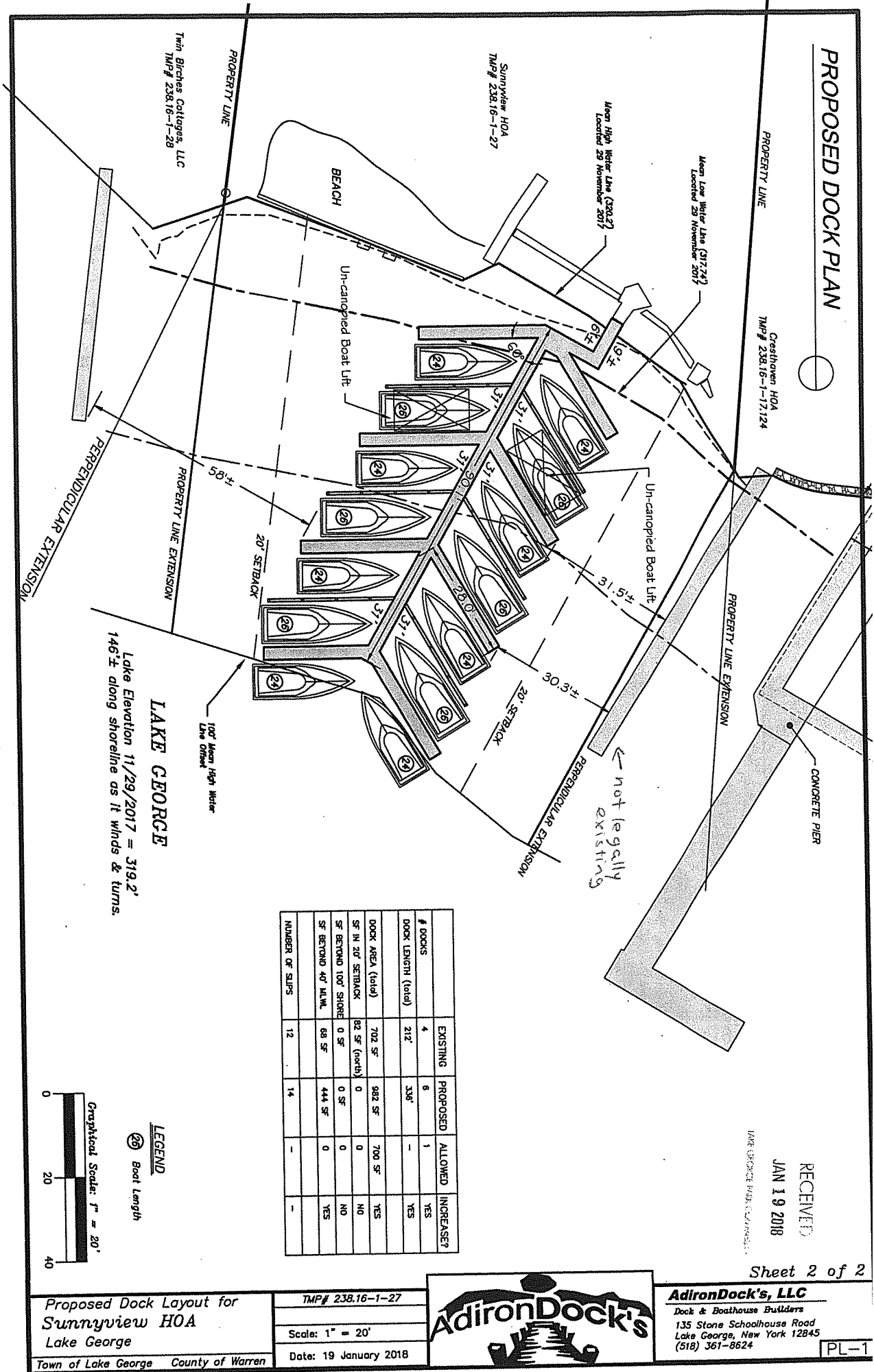
5. PROJECT DESCRIPTION

PROJECT DESCRIPTION Replace existing (4) dock complex
with new (2) dock complex.

PROPOSED USE		<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> COMMERCIAL	<input checked="" type="checkbox"/> ASSOCIATION	<input type="checkbox"/> PUBLIC
TYPE OF CONSTRUCTION		<input checked="" type="checkbox"/> STAKE	<input type="checkbox"/> CRIB	<input checked="" type="checkbox"/> PILE	<input type="checkbox"/> ARTICULATING <input type="checkbox"/> OTHER _____
<input type="checkbox"/> CANOPIED BOATLIFT <input type="checkbox"/> UN-CANOPIED BOATLIFT <input type="checkbox"/> PWC LIFT (include manufacturer specification sheet for all lifts)					
PROPOSED STARTING DATE <u>SPRING 2018</u>			PROPOSED COMPLETION DATE <u>FALL 2018</u>		
IS ANY PORTION OF THIS ACTIVITY FOR WHICH A PERMIT IS SOUGHT NOW BEGUN OR COMPLETED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please explain)					
IF COMMERCIAL, IS THE FACILITY AND ITS ASSOCIATED LAND USES IN COMPLIANCE WITH APPLICABLE PROVISIONS OF STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS? <input type="checkbox"/> Yes <input type="checkbox"/> No (if no, please explain)					
6. ADJOINING LAKEFRONT PROPERTY OWNERS (available from your town or county real property dept.)					
NAME <u>Lodges @ Cresthaven</u>			NAME <u>Twin Birches Cottages LLC</u>		
TAX MAP # <u>238.16-1-17.124</u>			TAX MAP # <u>238.16-1-28</u>		
MAILING ADDRESS <u>3210 Lakeshore Dr.</u>			MAILING ADDRESS <u>3201 Lakeshore Dr.</u>		
<u>Lake George, NY 12845</u>			<u>Lake George, NY 12845</u>		
7. CERTIFICATION					
<p>I hereby affirm that the information on this form and all attachments submitted herewith is true to the best of my knowledge and belief.</p> <p>I hereby consent to the Commission staff working directly with my agent, as designated on page 1 of this form, during the review of this application.</p> <p>During the processing of this application Lake George Park Commission (LGPC) personnel or their assigns may need to visit this site to inspect, measure, make drawings and/or take photographs. I hereby agree that LGPC staff or their assigns may enter upon and pass through this property in order to inspect the project site or facility, without prior notice, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, while the application is pending. In the event that the project site or facility is posted with any form of "posted" or "keep out" notices, or fenced in with an unlocked gate, this permission authorizes LGPC staff or their assigns to disregard such notices or unlocked gates at the time of inspection.</p> <p>As a condition to the issuance of a permit, the applicant accepts full legal responsibility for all damage, direct and indirect, or whatever nature, and by whomever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from the said project.</p>					
SIGNATURE OF OWNER (Note title if signing for a corporation or association)				DATE <u>12/21/2017</u>	
<u>Nancy S. G. Executive Committee Member, Sunnyside Homeowners Assoc.</u>					
PLEASE COMPLETE ALL ITEMS ABOVE AND INCLUDE WITH THIS FORM:					
<input type="checkbox"/> Application fee <input type="checkbox"/> Site location map <input type="checkbox"/> Copy of survey if available <input type="checkbox"/> Photographs of existing dock (for dock modification applications) <input type="checkbox"/> Project plans on 8 1/2 X 11 size paper - PLANS MUST BE TO SCALE & SHOW ENTIRE LAKEFRONT <input type="checkbox"/> Short Environmental Assessment Form if project involves <ul style="list-style-type: none"> • A new Association or Commercial dock or mooring • More than one residential dock or mooring • A dock or mooring to be located in a wetland, fish spawning area, an area of significant wildlife habitat, or an area of unique scenic, historic or natural significance <input type="checkbox"/> Addendum A Co-owner Signature Page (if lakefront is jointly or commonly owned) <input type="checkbox"/> Addendum B Parties with deeded or contractual access to this lakefront					
<p><i>Failure to include any one of the required items will result in an incomplete notice and delay in processing your application. Permits and approvals may be required from other agencies and municipalities</i></p>					

PROPOSED

PROPOSED DOCK PLAN



# DOCKS	EXISTING	PROPOSED	ALLOWED	INCREASE?
DOCK LENGTH (total)	4	6	1	YES
	212'	338'	-	YES
DOCK AREA (total)	702 SF	982 SF	700 SF	YES
SF IN 20' SETBACK	82 SF (north)	0	0	NO
SF BEYOND 100' SHORE	0 SF	0 SF	0	NO
SF BEYOND 40' M.L.W.	68 SF	444 SF	0	YES
NUMBER OF SLIPS	12	14	-	-

LEGEND
 Boat Length

Graphical Scale: 1" = 20'
 0 20 40

RECEIVED
 JAN 19 2018
 LAKE GEORGE WATER COMMISSION

Sheet 2 of 2

Proposed Dock Layout for
 Sunnyview HOA
 Lake George

Town of Lake George County of Warren

TMP# 238.16-1-27

Scale: 1" = 20'

Date: 19 January 2018



AdironDock's, LLC
 Dock & Boathouse Builders
 135 Stone Schoolhouse Road
 Lake George, New York 12845
 (518) 361-8624

PL-1

PROPOSED DOCK PLAN



Cresthaven HOA
TMP# 238.16-1-17.124

PROPERTY LINE

Mean Low Water Line (317.74')
Located 29 November 2017

Mean High Water Line (320.2')
Located 29 November 2017

Sunnyview HOA
TMP# 238.16-1-27

BEACH

Un-canopied Boat Lift

Un-canopied Boat Lift

CONCRETE PIER

PROPERTY LINE EXTENSION

PERPENDICULAR EXTENSION

20' SETBACK

20' SETBACK

100' Mean High Water
Line Offset

PROPERTY LINE EXTENSION

PERPENDICULAR EXTENSION

LAKE GEORGE

Lake Elevation 11/29/2017 = 319.2'
146'± along shoreline as it winds & turns.

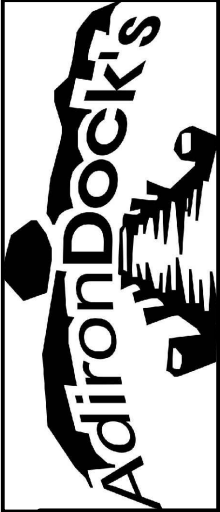
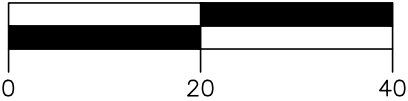
	EXISTING	PROPOSED	ALLOWED	INCREASE?
# DOCKS	4	6	1	YES
DOCK LENGTH (total)	212'	336'	-	YES
LENGTH BEYOND 40'	24'	150'	-	YES
DOCK AREA (total)	702 SF	982 SF	700 SF	YES
SF IN 20' SETBACK	82 SF (north)	0	0	NO
SF BEYOND 100' SHORE	0 SF	0 SF	0	NO
SF BEYOND 40' MLWL	68 SF	444 SF	0	YES
DOCK WIDTH	N/A	48.8' *	40'	YES *
NUMBER OF SLIPS	12	14	-	-

* Note: No individual dock configuration (ie. I, E, U, L, etc.) is wider than 40'. However, the entire dock complex is 48.8' wide as measured parallel to shore.

LEGEND

(26) Boat Length

Graphical Scale: 1" = 20'





Lake George Park Commission



Fort George Rd, PO Box 749, Lake George NY 12845 | 518.668.9347 fax 518.668-5001 | info@lgpc.state.ny www.lgpc.state.ny.us

Variance Request Form

Please type or print clearly in ink. Use separate addenda and exhibits to provide all supporting documentation.

This form is to accompany the *Application for Permit for Docks, Wharfs and Moorings* form, or *Application for Special Permit for the Construction or Operation of Tour Boats on Lake George*, appropriate application fee and all required attachments. There is no additional application fee for requesting a variance.

1. APPLICANT *Sunnyview HOA - Norm Dascher Jr.*
2. PERSON FILLING OUT THIS FORM *Devin Dickinson - Adorandock's LLC*
3. FACILITY *Sunnyview HOA Docks*
4. PROJECT ☒ Wharf Modification/Construction ☐ Mooring Placement ☐ Tour Boat
5. VARIANCE SOUGHT FROM:
 - ☐ Property line setbacks
 - ☐ Shape of wharf
 - ☐ Width of wharf
 - ☐ Tour boats shall be operated from properly permitted marina facilities
 - ☒ Off-shore distance *from MLW*
 - ☒ Area of wharf
 - ☐ Width of pier
 - ☒ Number of wharfs/moorings allowed
 - ☐ Height of structure above wharf

6. Please describe the purpose of the project

SEE EXHIBIT E

7. Discuss alternatives that would not require a variance and demonstrate why these are not viable options. (Note: Variance requests should be for the minimum variance necessary to alleviate the hardship.)

EXHIBIT E

8. What conditions unique and peculiar to your situation would impose a significant technological, financial or safety burden if you were required to comply with the regulations?

EXHIBIT E

9. List what supporting evidence of unique and peculiar conditions you are attaching to this application to support your answer to question 8.

EXHIBIT E

10. Describe in detail why due to the unique and peculiar circumstance described in question 9 above, there is no reasonable possibility that your property or, if no property is involved, the continuation of your business, enterprise, use or activity will bring a reasonable return following conformity with the regulations of the Commission.

SEE EXHIBIT E

11. List the supporting documentation you have enclosed to support your response to question 10.

EXHIBIT E

12. What forms of evidence are being submitted to demonstrate that the proposed project will have no adverse impact on the public health, safety or welfare, the environment or the resources of the Park?

EXHIBIT E

13. What forms of evidence are being submitted to demonstrate that the proposed project will not alter the essential character of the area in which the proposed use or activity is located, and will not lead to congestion in the park?

EXHIBIT E

14. CERTIFICATION

I hereby affirm that the information on this form and all attachments submitted herewith are true to the best of my knowledge and belief.

Norma S. Joseph Executive Committee Member
Sunnyvale Homeowners Assoc. 12/21/2017
SIGNATURE OF APPLICANT (Note title if signing for a corporation or association) DATE

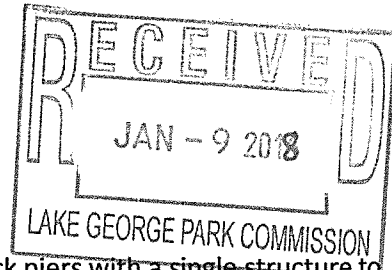
INCLUDE WITH THIS FORM

- A completed permit application, application fee and all attachments.
- If the applicant is an Association, Addendum D to the *Application for Permit for Docks, Wharfs, and Moorings*.
- All supporting documentation referenced in this form.

EXHIBIT E

Lake George Park Commission Variance Request Form

Items 6 – 13



6. The purpose of this dock project is to replace the existing 4 dock piers with a single structure to accommodate 14 boats. The Sunnyview HOA consists of 14 building lots with 12 lots having deeded dock slips. The developer retained the right to add future boat slips, but never did. A dock plan was prepared and approved in 2000. The current docks do not accommodate the 12 deeded boats and approximately 6 slips require the movement of a neighboring boat to get out of the dock complex. The new dock complex will allow 14, easily accessible dock slips in one structure.

7. The current docks do not accommodate the 12 required slips and multiple slips require moving another parties boat to access the lake. A variance is required for any configuration that accommodates 12 boats with unimpeded access. Refer to Exhibits A, B & C for alternative layouts requiring additional variances.

8. The current docks are too small in length and area to reconfigure to meet the needs of the HOA and satisfy the LGPC regulations. The docks are also configured in a way that requires moving neighboring boats to access the slip and lake. This requires handling a boat belonging to another person, creating the possibility of damaging that boat. It also creates a situation of moving boats, by hand with ropes, in a busy commercial lakefront. This can lead to boat damage, property damage and danger to surrounding swimmers. The new configuration allows for easy access and consolidates the structure allowing more room to navigate in and out of the dock slips. It also creates more room between neighboring docks.

9. Sheet 1 depicts the existing shoreline conditions based on a current survey. It is clear that neighboring boats need to be moved to access all of the slips. When comparing Sheet 1 (existing) with Sheet 2 (proposed), it clearly depicts the increase in useable water space between neighboring docks. It also shows the consolidation of the dock structure, while offering much easier access to dock slips.

10. Houses and lots in Sunnyview are desirable for views and access to Lake George. The congested and inefficient dock layout has caused stress and damage to boats. This can lead to arguments between owners, a high rate of property turn over and reduced home values. As new homes have been constructed, the situation has deteriorated. Trying to fit all 12 deeded boats has caused congestion and aggravation. There is no way to conform with the LGPC regulations and accommodate all 12 deeded boat slips.

11. The existing survey, as well as, the aerial photograph (Exhibit F) shows the difficulty in berthing 12 boats in the current dock layout. A letter describing the decrease in monetary value based on the lack of an efficient and useable dock layout is attached with the application.

12. The proposed dock structure will not have an adverse impact on the environment or the Lake George Park. The proposed dock will be steel pile construction allowing full water flow and unimpeded movement of marine life.

The proposed dock structure is within the required 100' offshore limit. Furthermore, the dock on the adjoining property to the north protrudes further into the lake, creating a natural buffer. This dock is shown in relation to the proposed dock structure on Sheet 2 of the plan set.

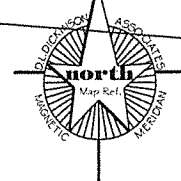
The new location and layout of the proposed dock also allows more room for boat traffic and offers a larger buffer between adjoining docks and swim areas.

13. The proposed project will not substantially increase boat traffic in the area. Congestion will be reduced by a more consolidated dock structure and an improved layout will make docking much easier and eliminate the need for juggling boats.

An attached aerial photo, labeled Exhibit D, shows the shoreline use in the immediate area. This residential property is located within a dense commercial area, including resorts, restaurants, boat sales, multi owner and event/party space. The lakefront use by the Sunnyview HOA is very minimal compared to the surrounding properties and therefore will not have an adverse impact on the neighborhood or alter the essential character of the area.

JAN 16 2018

LAKE GEORGE PARK COMMISSION



~~PROPERTY LINE EXTENSION~~

NOT AS PERMITTED

PERPENDICULAR

20' SETBACK

Un-canopied Boat Lift

20' SETBACK

PROPERTY LINE EXTENSION

PERPENDICULAR EXTENSION

Map

showing permit conditions for
Sunnyview HOA

Situate in

Town of Lake George County of Warren
State of New York

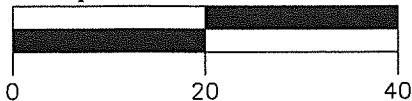
Scale: 1" = 20 feet Date: 4 January 2018

Survey and Map by

D.L. Dickinson
ASSOCIATES
Surveyors & Engineers
LAKE GEORGE, NEW YORK 12845

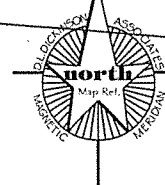
LG: 42_1_8.16 (old)
LG: 238.16_1_27 (new)

Graphical Scale: 1" = 20'



JAN 16 2018

LAKE GEORGE PARK COMMISSION



~~PROPERTY LINE EXTENSION~~

NOT AS PERMITTED

PERPENDIC

20' SETBACK

Un-canopied Boat Lift

BEACH

ANGLE
- NOT AS PERMITTED

20' SETBACK

PROPERTY LINE EXTENSION

PERPENDICULAR EXTENSION

Map

showing existing conditions for

Sunnyview HOA

Situate in

Town of Lake George County of Warren
State of New York

Scale: 1" = 20 feet Date: 4 January 2018

Survey and Map by

D.L. Dickinson
ASSOCIATES
Surveyors & Engineers
LAKE GEORGE, NEW YORK 12845

LG: 42_1_8.16 (old)

LG: 238.16 | 27 (new)

Graphical Scale: 1" = 20'





Real Estate Services

Saratoga – Division Street Office

28 Division Street

Saratoga Springs, NY 12866

518.583.7268

howardhanna.com

January 30, 2018

Lake George Park Commission
749 Fort George Road,
Lake George NY 12845

RE: Sunnyview Home Owners Association proposed dock reconfiguration

Dear Commissioners and Staff,

I am a licensed Real Estate Agent with Howard Hanna Real Estate Services, practicing in the greater Lake George Area; I have also been a member of the Shore Colony Association located on Assembly Point. In addition to my Real Estate background, I have also been involved in multiple projects similar to the proposed Sunnyview dock reconfiguration improvements.

After reviewing the plans, and visiting the site upon request of the applicant, it is my understanding that the proposed dock project will allow for 14 deeded usable wharf slips. This is in comparison to its existing 12 usable slips and 2 limited usable slips, therefore allowing equal dock space for each deeded parcel of property.

The proposed Wharf improvements will also consequently result in relocating the boundaries of the beach directly impacting in the expansion of swim and common area. Without proposed wharf improvements, Sunnyview HOA will suffer significant loss and devaluation of properties, primarily due to its present configuration. This configuration is obsolete, therefore, impacting the opinions of both lenders and potential buyers.

In conclusion, my professional opinion is as follows. The proposed improvements will pair each boat slip to its own parcel, identifying each individual owner. This will also allow the documentation, by means of recorded deed, furthermore, resulting in a much more desirable property for future buyers, as well as lenders feeling more confident correlating dock with parcel ownership.

Sincerely,

Steven Cardona
Howard Hanna Real Estate Services



howardhanna.com

PROPOSED PLAN

East Face of Rock Seawall

EXHIBIT "B"

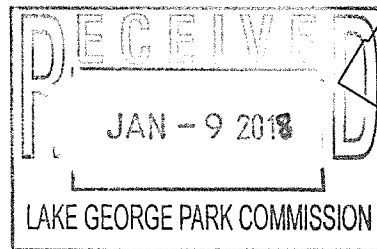
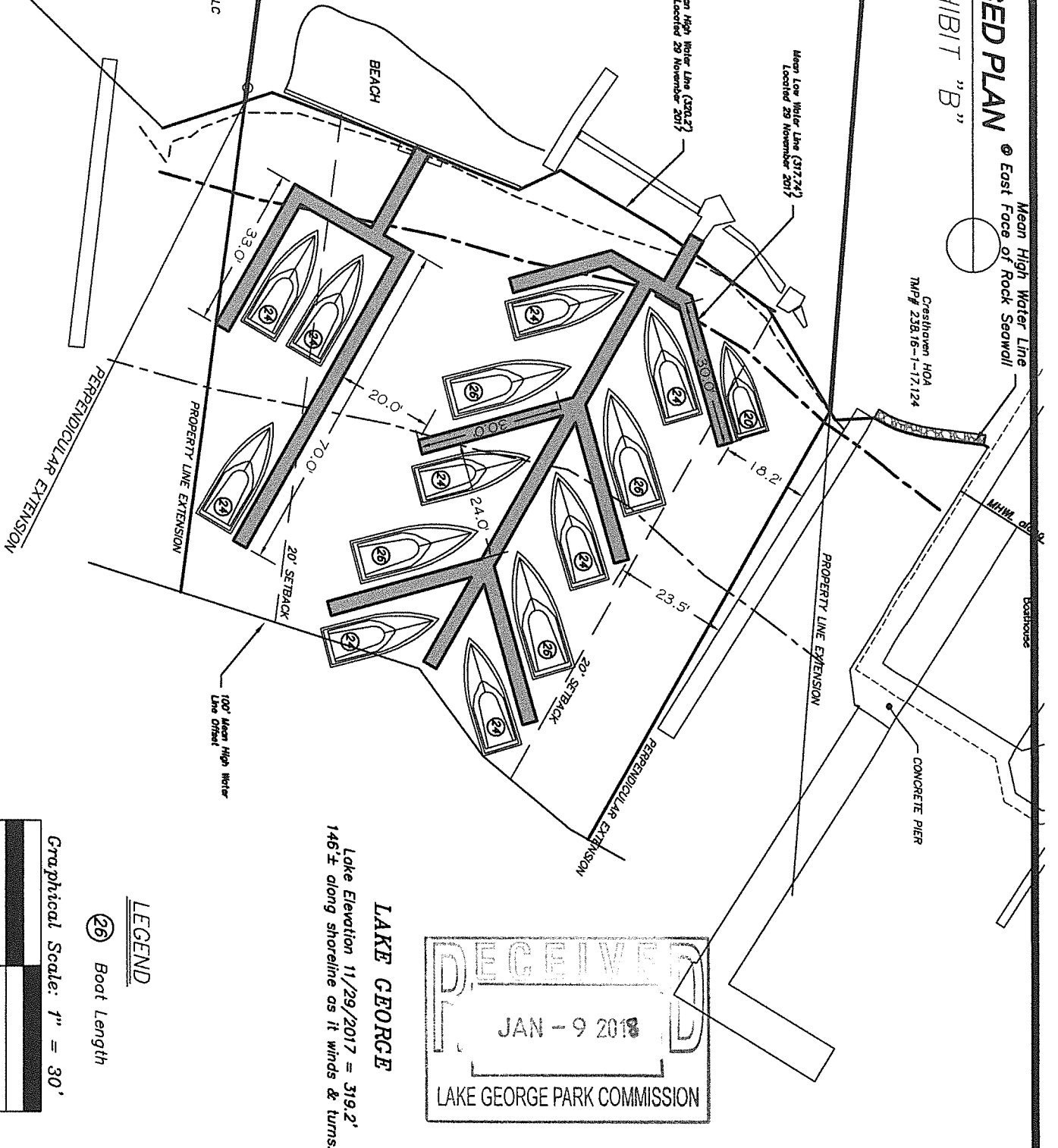
Cresthaven HOA
TMP# 238.16-1-17,124

Mean Low Water Line (19734)
Located 29 November 2017

Mean High Water Line (19734)
Located 29 November 2017

Sunnyview HOA
TMP# 238.16-1-27

Twin Biches Cottages, LLC
TMP# 238.16-1-28



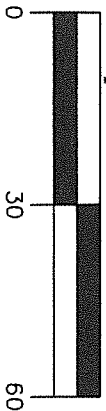
LAKE GEORGE

Lake Elevation 11/29/2017 = 319.2'
146'± along shoreline as it winds & turns.

LEGEND

26 Boat Length

Graphical Scale: 1" = 30'



Proposed Dock Layout for
Sunnyview HOA
Lake George

Town of Lake George County of Warren

TMP# 238.16-1-27

Scale: 1" = 30'

Date: 4 January 2018



Sheet 1 of 1

AdironDock's, LLC

Dock & Boathouse Builders

135 Stane Schoolhouse Road
Lake George, New York 12845
(518) 361-8624

PL-B

Alternative

PROPOSED PLAN

EXHIBIT "C"

Mean High Water Line
East Face of Rock Seawall

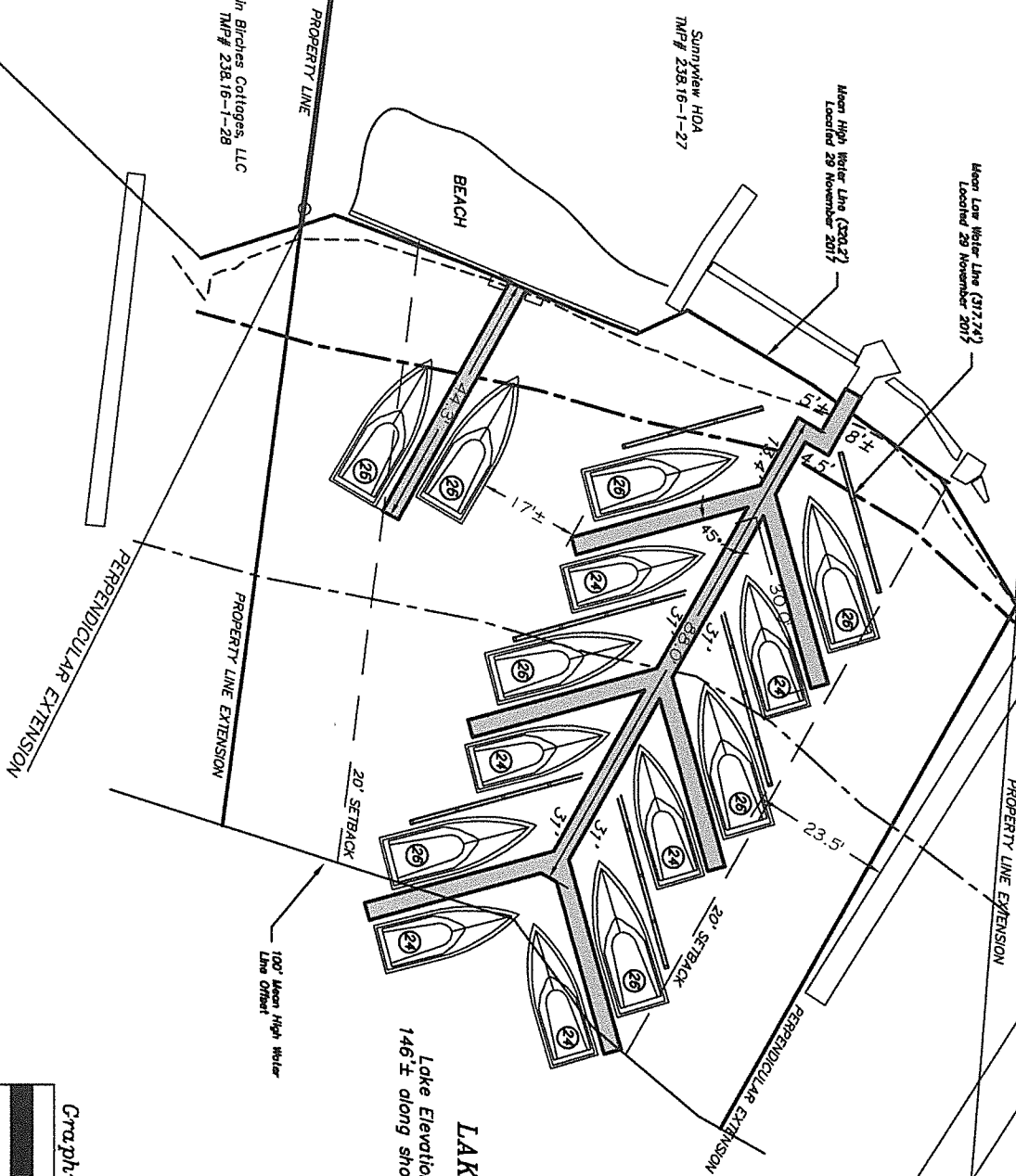
PROPERTY LINE
Grashaven HOA
TMP# 238.16-1-17.124

Mean Low Water Line (317.74')
Located 29 November 2017

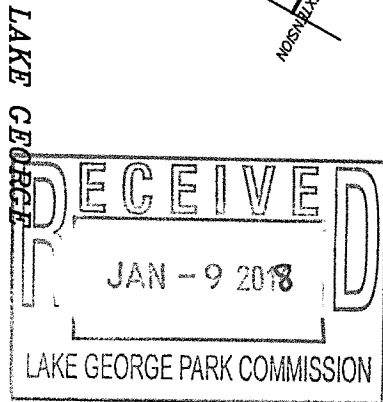
Mean High Water Line (320.2')
Located 29 November 2017

Sunnyview HOA
TMP# 238.16-1-27

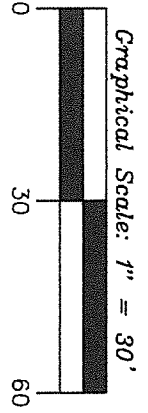
Twin Birches Cottages, LLC
TMP# 238.16-1-28



Lake Elevation 11/29/2017 = 319.2'
146'± along shoreline as it winds & turns.



LEGEND
26 Boat Length



Sheet 1 of 1

Proposed Dock Layout for
Sunnyview HOA
Lake George

TMP# 238.16-1-27

Scale: 1" = 30'

Date: 4 January 2018



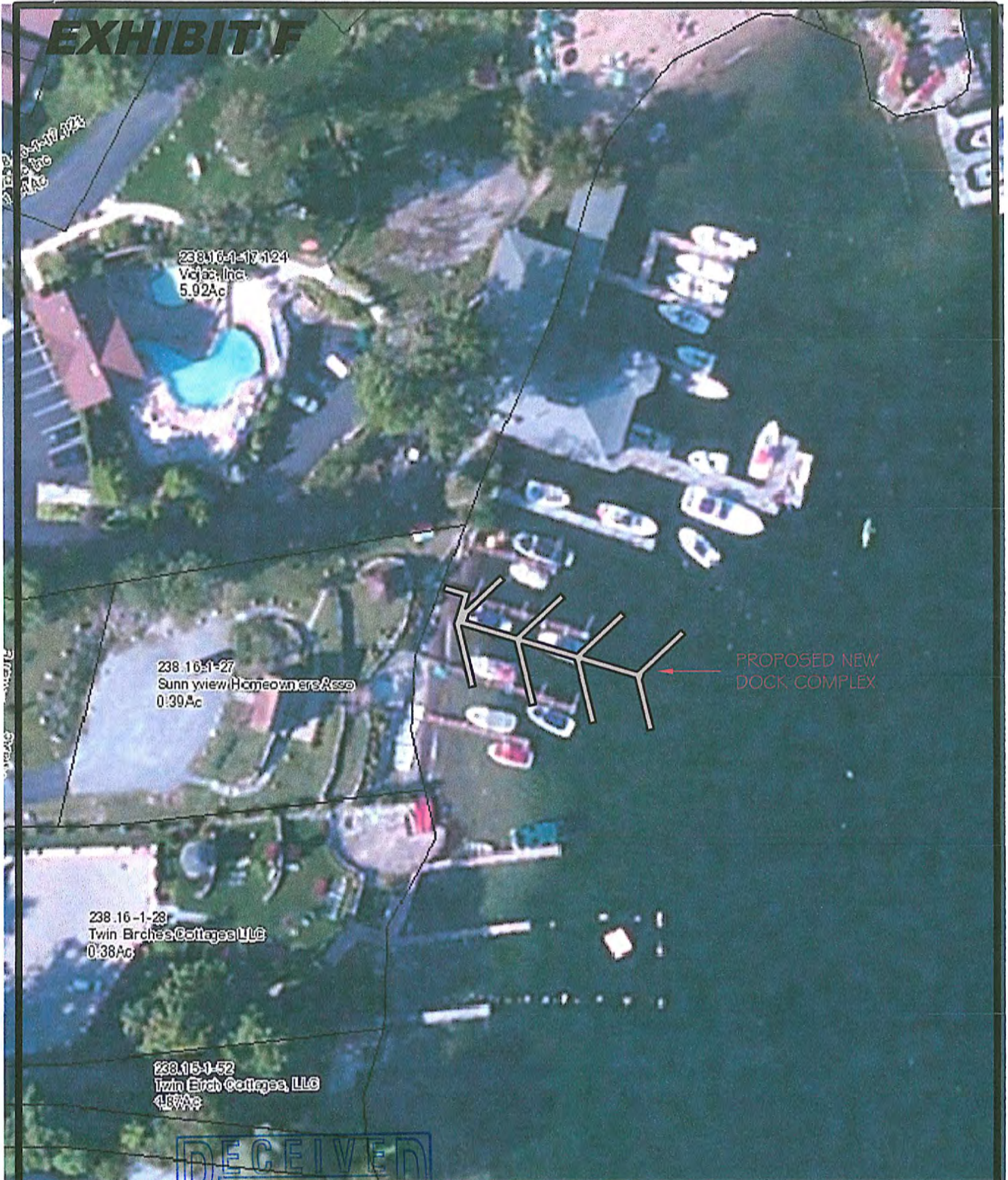
AdironDocks, LLC
Dock & Bathhouse Builders

135 Stone Schoolhouse Road
Lake George, New York 12845
(518) 361-8624

Town of Lake George County of Warren

PL-C

EXHIBIT F



RECEIVED

JAN - 9 2018

Overview of proposed dock
Sunnyview HOA
Lake George

TMP# 238.16-1-27

LAKE GEORGE PARK COMMISSION

Date: 4 January 2018

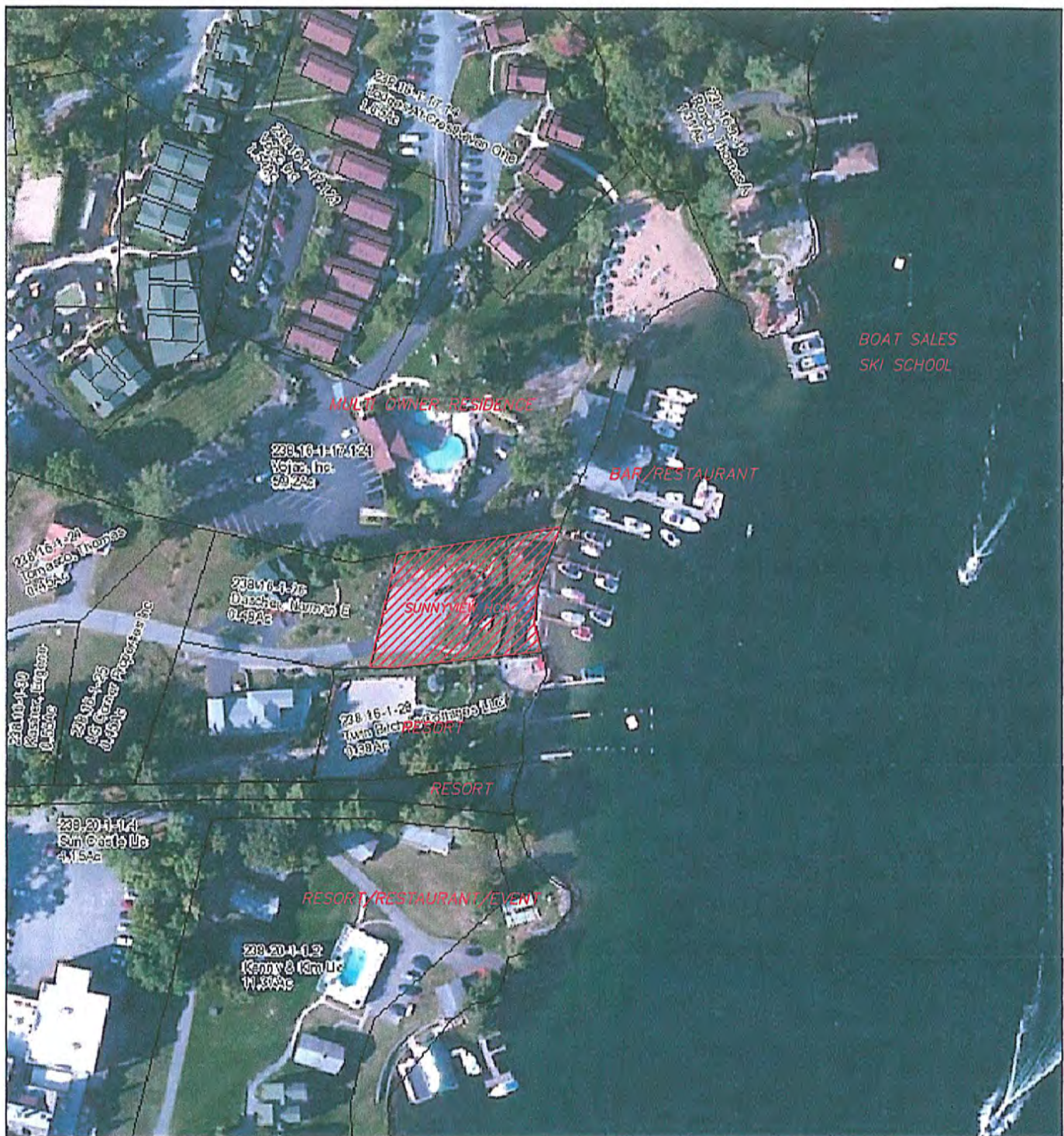


AdironDock's, LLC
Dock & Boathouse Builders
135 Stone Schoolhouse Road
Lake George, New York 12845
(518) 361-8624

Sheet 1 of 1

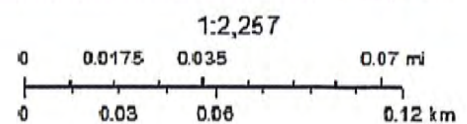
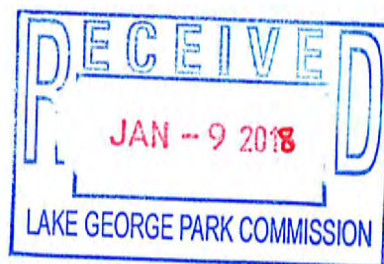
EX-F

EXHIBIT D



January 2, 2018

- ☐ Parcels
- ☐ Town Boundaries

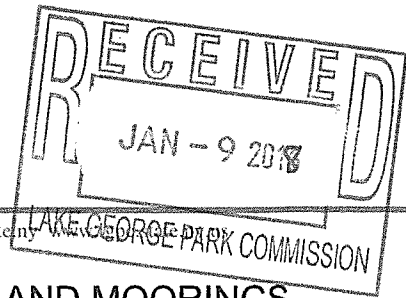


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Lake George Park Commission

Fort George Rd, PO Box 749, Lake George NY 12845 | 518.668.9347 fax 518.668-5001 | info@lgpc.state.ny.us



APPLICATION FOR PERMIT FOR DOCKS, WHARFS AND MOORINGS ADDENDUM D - Association Information

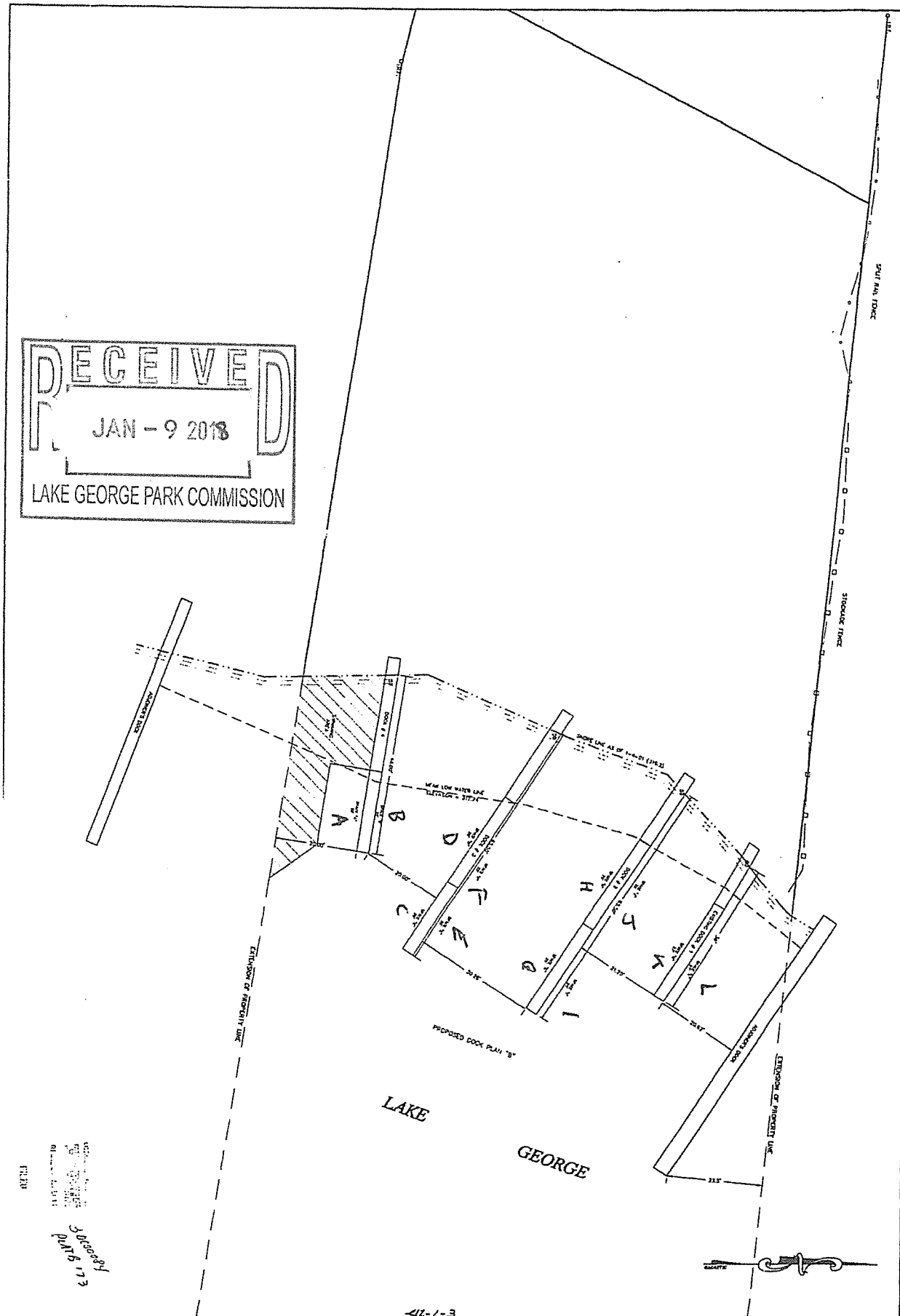
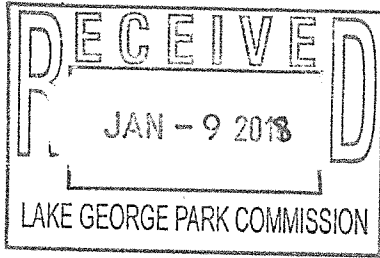
This is a supplement and attachment to applications requiring a variance for the construction or modification of Association docks, wharfs & moorings

Please complete if this is an Association owned lakefront & a variance is requested

1. What is the name of the Association? Sunnyview Homeowners Assoc.
2. How many members are in the Association? 14
3. Is the number of members fixed or could additional members be admitted?
please explain
Fixed. All 14 lots have been sold.
4. How many members have deeded beach rights to the Association lakefront? 14
5. How many members have deeded berthing rights to the Association docks or moorings? 12
6. What is the total number of deeded berthing spaces? 12
7. How many berthing spaces are available on the Association lakefront?
12 on docks 0 on moorings
8. What is the number of current developed lots? 13, undeveloped lots? 1
proposed future lots? 0

Please attach the following to this application:

- ☐ Copy of the certificate of incorporation
- ☒ Copy of Association bylaws.
- ☒ Copy of portions of the offering plan as approved by the Attorney General relating to lakefront & berthing rights.
- ☒ Most recent filed subdivision map and approved site plan map.
- ☐ Any proposed further subdivision plans.
- ☒ Names and mailing addresses of all Association members. Note which lot and/or berthing space is owned by or deeded to each member. Indicate the officers of the Association.
- ☐ Copy of deed for lakefront parcel.
- ☒ Sample copy of deed showing rights conveyed to lakefront property.
- ☐ Copies of any permits, approval or orders from the Adirondack Park Agency and/or municipality relating to the lakefront & berthing rights on the subject property.



<p>van Dusen & Steves Land Surveyors, LLC</p> <p>37 Charter Street (518) 762-8474</p> <p>Glen Falls, New York 12031 New York Lic. No. 60195</p>		<p>Dock Map made for GARY KONCIKOWSKI Town of Lake George, Warren County, New York</p>		<p>8 6/25/01 DOCKING AREA</p> <p>4 6/17/01 SWAMPING AREA</p> <p>3 4/15/01 DOCK PLAN A & B</p> <p>2 1/4/01 DISTANCES TO SHORE LINE</p> <p>1 8/17/00 DOCK & FENCE LEGAL BOUND</p> <p>NO. DATE DESCRIPTION</p>
--	--	---	--	---

ate'

A map of the study area showing the Savannah River and major roads. The river flows from the top right towards the bottom left. Major roads include US Highway 17, US Highway 90, and US Highway 17B. The Project Site is located near the intersection of US Highway 17 and US Highway 90. A north arrow is located in the top right corner. The map also shows the locations of the Savannah River and the Georgia-Alabama border.

Location Map - Scale: 1" = 1000 ft

Note: Lot 13 may not be used as a residential building lot until such a time as the community sewer system and sewage disposal area (leach beds), which sewage disposal area is located on Lots 12, 13 and 15 servicing the 15 residential lots of Sunnyview have been reconstituted and all of said residential lots are connected to a municipal sewage system.

Map
of a Subdivision to be Known as
Sunnyview

Situate in
Town of Lake George County of Warren, State of New York
Scale: 1" = 50' : Date of Mapping 13 April 1984
(Revised from 5 May 1982 map)

Scale: 1"=50' Date of Mapping 13 April 1984
(Revised from 5 May 1982 map)

Revision : 28 February 1989
to show location

7-11-68

D. T. Associates

Surveyors & Engineers
LAKE GEORGE, NEW YORK

Drive

A-59

EC 43/61

000102

DECLARATION
of
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES and LIENS
of
SUNNYVIEW HOMEOWNERS ASSOCIATION, INC.

PAGE 783 PAGE

THIS DECLARATION, made this 26th day of January, 1990, by Gary Koncikowski, residing at Route 9N, Lake George, New York 12845 and Victor Thomas, residing at Country Club Road, Glens Falls, New York 12801, hereinafter referred to as the "Sponsor" or "Sponsors".

WITNESSETH

6

WHEREAS, the Sponsors are the owners of the property located in the Town of Lake George, County of Warren, New York described in this Declaration which the Sponsors intend to develop into a residential community known, or to be known as Sunnyview Homeowners Association Inc., consisting of 15 residential lots.

WHEREAS, the Property will include a private subdivision road from New York State Route 9N through the property, a central sewer system providing for the collection and disposal of sewage effluent from each residence built or to be built on each of the 15 lots subject to this Declaration and for a common facilities building to be owned by the Association, a private water distribution system, and a lake front lot (on Lake George) improved by a facilities building, parking areas and docks; and

WHEREAS, the Sponsor desires that the said amenities, exclusive of the docks on the shore of Lake George, be made available for the use by the owners and tenants of all fifteen (15) lots; and

WHEREAS, the Sponsor desires that the docks on said lake front lot be dedicated for the exclusive use of the owners and tenants of certain lots, as designated by Sponsor; and

WHEREAS, the Sponsor desires that the lake front lot, exclusive of the docks on the shore of Lake George be made available for the use by the owners and tenants of all 15 residential lots shown on the map of the property of "Sunnyview" AND 19 of the 26 lots shown on a map of the other property owned by Sponsor, known as "Sunnywest"; and

WHEREAS, the Sponsor desires to provide for the maintenance, repair and replacement of the water lines, sewer lines, private roadway servicing the 15 residential lots and the lake front lot and the facilities building, parking area, docks and waterfront on Lake George and for the preservation of the values and amenities of said Association and, to this end desires to subject the Property described in Schedule A hereto of these Covenants, Conditions, Restrictions, Easements, Charges and Liens ("Declaration") hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner or occupant of a lot thereof; and

WHEREAS, the Sponsor has deemed it desirable, for the efficient preservation of the values and amenities in said Association, to create an agency to which should be delegated and assigned the powers of (i) maintaining and administering The Property and facilities; (ii) administering and enforcing the Covenants and Restrictions; and (iii) collecting and disbursing the Assessments and charges hereinafter created; and

WHEREAS, all 15 Lots at "Sunnyview" and 19 of the 26 lots at "Sunnywest" (as designated by Sponsor) shall be subject to the burdens and, to the degree hereinafter set forth, entitled to the benefits of this Declaration: and

WHEREAS, the Sponsor has formed Sunnyview Homeowners Association, Inc., under the Not-for-Profit Corporation Law of the State of New York for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Sponsors, for themselves, their successors and assigns, declares that the real property described in this Declaration



(5) to determine the grading, elevation and design of any building constructed by the Sponsor on any of the Lots, provided that any buildings do not materially affect the property;

(6) to grant to itself or to others such easements and rights-of-way as may be reasonably needed for the orderly development of the properties.

The easements, rights of way and other rights reserved herein shall be permanent, shall run with the land and shall be binding upon, and for the benefit of, the Association, the Sponsor and their successors and assigns.

b. With respect to its exercise of the above rights, the Sponsor agrees (i) to repair any damages resulting from construction within a reasonable time after the completion of development or when such rights are no longer needed by the Sponsor, whichever first occurs; and (ii) until development has been completed, to hold the Association harmless from all liabilities which are directly caused by the Sponsor's exercise of its rights hereunder. This Section shall not be amended without written consent of the Sponsor until the Transfer of Control Date.

c. Boat Docking. Attached hereto as Schedule B is a sketch, entitled "Sunnyview Homeowners Association DOCK LAYOUT", showing four docks in the shore of Lake George on the lake front lot. The dock shown thereon as "Baker's Dock" is a dock claimed by Kenneth N. and Laura M. Pohl, and their heirs and distributees, to wit, Patricia R. Baker, by deed dated August 13, 1980 and recorded in the Warren County Clerk's Office in Book 633 of Deeds at Page 958. With respect to the docks shown on said lake front lot, the Sponsor shall have the right to enter upon the property and upon the lake front lot for the purpose of installing, maintaining, constructing and re-constructing sufficient docking for twelve boats, as shown on said sketch, dock spaces A, B, C and D (first dock) dock spaces E, F, G and H (third dock) and spaces I, J, K and L (fourth dock).

Sponsor shall further have the right to grant, by deed, the exclusive use and occupancy of any one or all of said twelve docking spaces to any of the Sunnyview and/or Sunnywest lots. In addition, Sponsor shall have the right upon the termination of the Pohl/Baker dock rights (deed reference: 633 cp 958) to grant, by deed, the exclusive use and occupancy of the four docking spaces available on the "Baker's Dock" to any of the Sunnyview and/or Sunnywest lots. Sponsor has the right to retain the right to designate dock spaces on the Baker lot in perpetuity until the Baker/Pohl rights are terminated and dock spaces are designated by Sponsor and/or their successors and assigns.

The Association shall operate and maintain the entire waterfront area and the twelve dock spaces (sixteen spaces including those on the Baker dock) for the sole and exclusive use and occupancy of the owners of said docks having rights as designated by Sponsor.

Each lot receiving a designated dock space may assign the use of said dock space to any owner or tenant occupying a Sunnyview lot or one of the 19 Sunnywest lots having rights to the lake front lot. Any owner of a lot having a dedicated dock space shall, upon the sale of his lot, convey his dedicated dock space to the purchaser of said lot or to the owner of any Sunnyview lot, or to the Association.

The Association will own the lake front lot, a portion of which will be used for boating purposes. Individual lots will be granted specific easements by Sponsor to specific docks on said property. The maintenance of the docks shall be an Association charge. The cost of the docks shall be shared equally by those lots having rights to said docks.

Maintenance of the docks shall be the responsibility of the Association after consultation with those having rights to said docks. It is contemplated that all of said docks and dock spaces will be maintained in generally the same condition and that all lot owners having rights to the dock space shall share the cost of maintaining the entire dock area.

LIBER
783
PAGE 13

SAMPLE DEED

BARGAIN & SALE DEED

THIS INDENTURE, made this 12th day of May, Two Thousand and Sixteen.

BETWEEN

GLENS FALLS NATIONAL BANK AND TRUST COMPANY, with its
principal place of business at 250 Glen Street, Glens Falls, NY 12801

party of the first part, and

DANIELA A. BIGALLI, 47 Candlewood Drive, Ballston Lake, NY 12019

party of the second part,

WITNESSETH that the party of the first part, in consideration of ONE &
00/100 (\$1.00) DOLLARS lawful money of the United States, and other good and
valuable consideration, paid by the parties of the second part, does hereby grant and
release unto the parties of the second part, her heirs, successors and assigns forever,

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the
buildings and improvements thereon erected, situate, lying and being in the Town of
Lake George, County of Warren and State of New York, being more particularly
described on Schedule "A" annexed hereto and made a part hereof.

Property Address: 9 Sunnyview Lane, Lake George, NY 12845
Tax ID No.: 238.16-1-22

BEING the same premises conveyed to Glens Falls National Bank and
Trust Company, by Referee Deed, from Claudia Braymer, Esq., 100 Bay Street, Glens
Falls, NY 12801, Referee, duly appointed in the action hereinafter to Glens Falls
National Bank and Trust Company, on behalf of and for Eugene J. Kastner and Marie
Kastner, dated October 16, 2015, recorded October 26, 2015, in Liber 5251 of Deeds at
page 281.

SUBJECT to all enforceable covenants, restrictions and easements of
record, if any.

THIS conveyance is made with the unanimous consent of the
shareholders and directors of the Grantor. This conveyance is made in the ordinary
course of business of the grantor and does not constitute all or substantially all of the
assets of the Grantor.

TOGETHER with the appurtenances and all the estate and rights of the
party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the parties
of the second part, her heirs, successors and assigns forever.

374

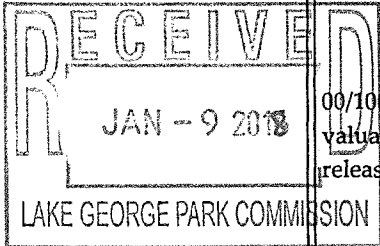
19

700,000

60

125
5

2800



**SCHEDULE A
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Lake George, County of Warren and State of New York, and being Lot No. 4 as shown on a survey entitled "Map of a Subdivision to be known as Sunnyview", map prepared by D.L. Dickinson Associates, Surveyors and Engineers, map dated April 13, 1984. Said subdivision was approved by the Town of Lake George Planning Board on April 20, 1987 and map filed in the Warren County Clerk's Office on April 22, 1987 in Drawer A-59, as revised by map dated February 28, 1989 in Cabinet A, Slide 59.

Lot No. 4 contains 20,028± square feet of land, as shown on said subdivision map. The true dimensions of said Lot are shown on said map filed April 22, 1987.

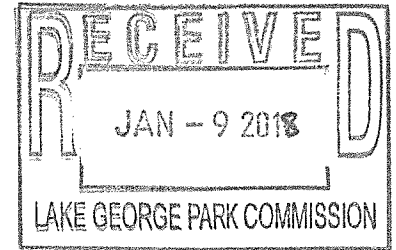
FOR CLOSING INSTRUMENTS ONLY, NOT TO BE INSURED

ALSO CONVEYING the exclusive use and occupancy of Dock Space F., twenty-five (25) feet in length, as shown on a certain map entitled "Dock Plan Map Made for Gary Koncikowski" by VanDusen & Steves Land Surveyors, LLC, last revised on June 25, 2001, and filed in the Warren County Clerk's Office on July 24, 2001 in Plat Cabinet B 173.]

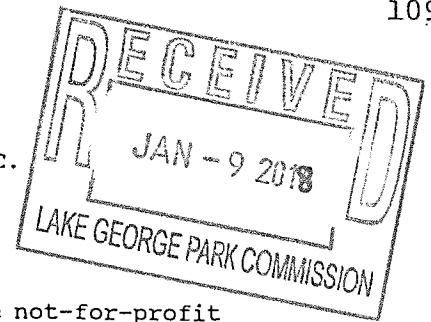
TOGETHER with all of the rights, privileges, easements and appurtenant ownership interests, in common with others, in and to the premises conveyed by Gary Koncikowski and Victor Thomas to Sunnyview Homeowners Association, Inc. and as more fully defined in the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of Sunnyview Homeowners Association, Inc. dated January 26, 1990 and recorded in the Warren County Clerk's Office on February 5, 1990 in Liber 783 of Deeds at Page 6, and as amended by the First Supplemental Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of Sunnyview Homeowners Association, Inc., dated the 1st day of September, 2000, and recorded in the Warren County Clerk's Office on the 16th day of October, 2000 in Book 1186 of Deeds at Page 338.

TOGETHER with the benefits and subject to the burdens of said Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of Sunnyview Homeowners Association, Inc. (Deed reference: 783 p. 6), as amended by the First Supplemental Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of Sunnyview Homeowners Association, Inc. dated the 1st day of September, 2000 and recorded in the Warren County Clerk's Office on the 18th day of October, 2000, in Book 1186 of Deeds at Page 338.

238.16-1-19 LOT 1	Mark Wusterbarth	3204 Lakeshore Drive Lake George, NY 12845
238.16-1-20 LOT 2	William Bresinis	321 Guy Park Avenue Amsterdam, NY 12010
238.16-1-21 LOT 3	Gregory Perlmutter	34 Douglas Drive Sparta, NJ 07871
238.16-1-22 LOT 4	Daniela Bigalli	9 Sunnyview Lane Lake George, NY 12845
238.16-1-23 LOT 9	Madeline Lehner-Monacci	1339 Yardley Drive Yardley, PA 19067
238.16-1-24 LOT 12	Thomas Tomasco	42 Sunnyview Lane Lake George, NY 12845
238.16-1-25 LOT 13	Lake George Corner Properties, Inc.	P.O. Box 751 Lake George, NY 12845
238.16-1-26 LOT 14	Norman Dascher	51 Sunnyview Lane Lake George, NY 12845
238.16-1-27 COMMON HOA	Sunnyview HOA	
238.16-1-29 LOT 15	Harry Manios	50 Sunnyview Lane Lake George, NY 12845
238.16-1-30 LOT 11	Eugene Kastner	157 East 72nd St., Apt. L-D New York, NY 10021
238.16-1-31 LOT 10	Glenn Goldberg	234 Walnut Lane Slingerlands, NY 12159
238.16-1-32 LOT 8	Anthony Segreti	145 Bluehill Road Hopewell Junction, NY 12533
238.16-1-33 LOT 7	Jeffrey Wagoner	20 Old Wood Court Berlin, CT 06037
238.16-1-34 LOT 6	Giorgio Derosa	42 Turnberry Drive Slingerlands, NY 12159
238.16-1-35 LOT 5	James Paratore	12 Sunnyview Lane Lake George, NY 12845



BY-LAWS
of
SUNNYVIEW HOMEOWNERS ASSOCIATION, INC.



ARTICLE I

NAME, LOCATION AND MEMBERSHIP

Section 1.01 Name and Location. The name of the not-for-profit corporation, organized pursuant to the New York State Not-For-Profit Corporation Law, is Sunnyview Homeowners Association, Inc. Certificate of Incorporation was filed in the Office of the Secretary of the State of New York April 26, 1988. The Corporation (hereinafter referred to as the "Association") was organized for the purpose of taking title to the Property deeded, or to be deeded to the Association and administering the operations of the Association. The principal office of the Association shall be located in the Town of Lake George, County of Warren, State of New York.

Section 1.02. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Association and the use thereof.

Section 1.03. Personal Application. All present and future Owners, their guests, lessees, licensees, invitees and Mortgagees, and any other person having a right to use all or a portion of the Property by virtue of rights previously granted by deed and any other person who may use the facilities of the Property in any manner, are subject to these By-Laws, the Declaration and Rules and Regulations (as hereinafter defined).

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. All capitalized terms herein, which are not separately defined or denominated herein shall have the meanings given to those terms in Article I of the Declaration.

ARTICLE III

OWNERS; VOTING RIGHTS

Section 3.01. Membership in the Association. The Association shall have as Members only Owners of Lots within the Association. All Owners shall, upon becoming such, be deemed automatically to have become Members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of any of the interests described in the definition of the word "Owner" as found in Article I of the Declaration. Any person or entity holding an interest in a Lot merely as security for the performance of an obligation shall not be a Member.

Section 3.02. Voting. Each Owner shall have one or four votes as said voting rights are set forth in Section 3.04 of the Declaration. In the event that any Lot is owned by more than one person, the vote(s) shall be cast by the person named in a "Voting Owner Certificate" signed by all Owners of such Lot and filed with the Secretary of the Association. Such "Voting Owner Certificate" shall be valid until revoked by a subsequent Certificate. If such Certificate is not on file, the person first named on the deed by which title was obtained shall be the person considered the Voting Owner or Member.

A fiduciary shall be the Voting Member with respect to any Lot owned in a fiduciary capacity and a Certificate shall be filed with the Secretary.

Voting rights of any Owner delinquent in the payment of his Assessments may not be suspended.

Section 3.03. Right to Vote. At any meeting of Owners, every Voting Owner having the right to vote shall be entitled to vote in person, by mail or by a person designated by him to act as proxy on his behalf (who need not be an Owner).

Section 3.04. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the commencement of the meeting at which the same are to be used. Such proxies shall only be valid for such meeting or subsequent adjourned meetings thereof. A notation of such proxies shall be made in the minutes of the meeting.

Section 3.05. Absentee Ballot. All Absentee ballots shall be in writing and shall be filed with the Secretary prior to the commencement of the meeting at which the same are to be used. Such absentee ballots shall be valid only for such meeting or subsequent adjourned meeting thereof. A notation of such absentee ballots shall be made in the minutes of the meeting.

Section 3.06. Voting Regulations. The Board of Directors may make such regulations, consistent with the terms of the Declaration, the Certificate of Incorporation, these By-Laws and the Not-for-Profit Corporation Law of the State of New York, as it deems advisable for any meeting of the Owners in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of election, registration of Owners for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.07. Sponsor's Right to Assign its Vote. The Sponsor may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership, may take successive like assignments. Membership in the Association shall not otherwise be transferable or assignable.

ARTICLE IV

MEETING OF OWNERS

Section 4.01. Annual Meeting. Upon Transfer of Control Date, or five (5) years from the date of recording of the Declaration, whichever shall first occur, the Sponsor shall notify all Owners that the first meeting shall be held within thirty (30) days thereafter. The annual meeting of the Owners thereafter shall be held on or about the same date each succeeding year, at a time to be determined by the Board of Directors and at such place convenient to the Board of Directors adequate in size to accommodate all Owners. If such date shall be a legal holiday, the meeting shall be held on the first day following such date which is not a legal holiday. Failure to hold an annual meeting at the designated time shall not terminate the Association's existence or otherwise affect valid acts of the Association. At such meeting, the Owners shall elect the Board of Directors in accordance with the provisions of Section 5.03 hereof and may transact such other business as may properly come before them.

Section 4.02. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners if so directed by resolution of the Board of Directors or upon a petition presented to the Secretary, signed by not less than forty percent (40%) of the Authorized Votes. 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 4.03. Notice of Meetings. It shall be the duty of the Secretary to mail by first class, postage prepaid, a notice of each

annual or special meeting of the Owners at least ten (10), but not more than twenty (20) days, prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at such address as such Owner shall have designated by notice in writing to the Secretary if other than his Lot, and to all Mortgagees of Lots who have requested the same. Notwithstanding the foregoing, 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 (30) days but not more than fifty (50) days prior to such meeting. The mailing of a notice of meeting shall be in the manner provided in this Section and shall be considered service of notice.

Section 4.04. Waiver of Notice. Whenever, under any provisions of these By-Laws, the Declaration, any agreement or instrument, or law, the Association, the Board of Directors or any committee is authorized to take any action after notice to any person, or after the lapse of a prescribed period of time, such action may be taken without notice and without the lapse of such period of time, if at any time before or after such action is completed, the person entitled to such notice or entitled to participate in the action to be taken, or in the case of an Owner, by his duly authorized attorney-in-fact, submit a signed waiver of notice of such requirement. The attendance of an Owner at a meeting, in person, by mail or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall also constitute a waiver of notice by such Owner.

Section 4.05. Waiver and Consent. Wherever the vote of Owners at a meeting is required or permitted by any provision of the Declaration, these By-Laws or by law to be taken in connection with any action of the Association, the meeting and vote of the Owners may be dispensed with if all Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 4.06. List of Owners. A list of Voting Owners and all Owners, as of a request date, certified by the corporate officer responsible for its preparation, shall be produced at any meeting of Owners upon the request thereat, or prior thereto, of any Owner. If the right to vote at any meeting is challenged, the inspectors of election, or person presiding thereat, shall require such list of Owners to be produced as evidence of the right of the persons challenged to vote at such meeting. All persons who appear from such list to be Owners entitled to vote thereat, may vote at such meeting.

Section 4.07. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Owners having forty percent (40%) of the total Authorized Votes of all Owners shall constitute a quorum at all meetings of the Owners. If, however, such quorum shall not be present or represented at any meeting of Owners, the Owners entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called.

Section 4.08. Majority Vote. Members of the Board of Directors elected at any meeting of the Owners shall, except as otherwise provided by law, or these By-Laws, be elected by a plurality of votes cast. All other actions shall be taken by vote of Owners by a majority of Authorized Votes cast at a meeting at which a quorum shall be present or represented by proxy, except where a higher percentage vote, or other vote, is required by the Declaration, these By-Laws or by law. The term "majority of Owners" shall mean those Voting Owners having more than fifty-one percent (51%) or more of the total Authorized Votes cast in person, by mail or by proxy and voting at any meeting of Owners determined in accordance with the provisions of Section 3.02 of these By-Laws.

Section 4.09. Inspectors of Election. The Board of Directors, in advance of any meeting of Owners, may appoint two (2) or more persons, who need not be Owners, to act as inspectors of election at such meeting or any adjournment thereof. If inspectors of election are not so appointed prior to the meeting, the person presiding at such meeting may appoint two (2) or more inspectors of election. In case any person appointed fails to appear or act, the vacancy may be filled in advance of the meeting by the Board of Directors or at any meeting by the person presiding thereat.

The inspectors of election shall: (i) determine the Owners entitled to vote at the meeting; (ii) determine the existence of a quorum and the validity and effect of proxies; (iii) receive ballots or determine votes or consents; (iv) hear and determine any challenges or questions arising in connection with any Owner's right to vote; (v) count and tabulate all votes, ballots or consents and determine the result thereof; and (vi) do such other acts as may be proper to conduct an election or vote with fairness to all Owners.

Section 4.10. Order of Business at Meetings. The order of Business at all meetings of the Board of Directors or owners shall follow Roberts Rules of Order and be as follows:

- a. Roll Call
- b. Proof of Notice of Meeting
- c. Reading of Minutes of Preceding Meeting
- d. Reports of Officers
- e. Reports of Board of Directors
- f. Reports of Committees
- g. Election of Inspectors of Election (when so required)
- h. Election of Members of the Board of Directors (when so required)
- i. Unfinished Business
- j. New Business

ARTICLE V

BOARD OF DIRECTORS

Section 5.01. Number and Qualifications of Directors.

a. The business and affairs of the Association shall be managed by a five (5) member Board of Directors. The Board shall initially consist of three (3) persons designated by the Sponsor. Within thirty (30) days after the transfer of title to thirty percent (30%) of all lots, two (2) persons shall be elected by Owners other than the Sponsor. These five (5) members will serve until the first annual meeting.

The first meeting of the Board of Directors will be held within six (6) months of the date of transfer of title to the first Lot, officers will be elected at such meeting and the By-Laws adopted.

b. Successors to this Board of Directors shall be elected by Owners at the first annual meeting of Owners, which shall be held within thirty (30) days after Transfer of Control Date, or five (5) years from date of recording of the Declaration whichever first occurs. Three (3) of such elected Directors shall serve for a term of two (2) years and two (2) for a term of one (1) year or until their successors are elected. Thereafter the term of office shall be for two (2) years.

c. Until the Transfer of Control Date, the Sponsor shall have the right to elect or appoint a majority of the members of the Board of Directors but, if the Sponsor exercises this right, Sponsor may not vote for the other members of the Board. After the Transfer of Control Date, the Sponsor shall have no further right to elect or appoint any members of the Board of Directors. Members of the Board of Directors elected or appointed by the Sponsor shall serve for a term of one (1) year.

d. All elected Directors shall be: (i) Owners; (ii) spouses of Owners; (iii) Mortgagees; (iv) members or employees of a partnership Owner or Mortgagee; (v) officers, directors, shareholders, employees or agents of a corporate Owner or Mortgagee; (vi) fiduciaries or officers, agents or employees of such fiduciaries; or (vii) designees of the Sponsor.

Section 5.02. Nominations.

a. Nominations for election to the Board of Directors shall be made by the Nominating Committee. Nominations may also be made from the floor at the annual meeting of Owners, or by write-in.

b. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its sole discretion, determine, but not less than the number of vacancies that are to be filled by the votes of Owners as provided in Section 5.03. hereof.

Section 5.03. Election and Term of Office.

a. At the first annual meeting of Owners, subject to the right of the Sponsor to elect or appoint Director(s) as provided in Section 5.01 hereof, a new Board of Directors shall be elected.

b. At each annual meeting thereafter, the Owners shall replace those Directors whose terms have expired and elect such successor Directors for terms of two (2) years. Voting shall be by secret written ballot which shall: (i) set forth the number of vacancies to be filled; (ii) set forth the names of those nominated by the Nominating Committee to fill such vacancies; and (iii) contain space for nominations from the floor and write-ins for each vacancy.

Section 5.04. Vacancies. Vacancies in the Board of Directors caused by any reason, other than the removal of a member thereof by a vote of the Owners, shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board of Directors 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. Each person so elected shall be a member of the Board of Directors until the next annual meeting of the Owners or until a successor is elected. Notwithstanding the foregoing, if the vacancy occurs with respect to any Director not designated by the Sponsor, the successor shall be an Owner independent of the Sponsor and further, if the vacancy occurs with respect to any member of the Board of Directors designated by the Sponsor, the Sponsor shall have the sole right to choose the successor to fill the unexpired portion of the term of such Director.

Section 5.05. Resignation. A member of the Board of Directors may resign at any time by giving written notice to the Board, or to the President or Secretary of the Association. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Board, President or Secretary, as the case may be, and acceptance of the resignation shall not be necessary to make it effective.

Section 5.06. Removal. At any regular or special meeting of Owners, meeting of Owners, and one (1) or more of the members of the Board elected by the Owners may be removed with or without cause by a majority of the Owners other than the Sponsor and a successor may then and there or thereafter be elected by the Owners to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Members of the Board of Directors elected or appointed by the Sponsor may be removed with or without cause only by the Sponsor, and then and there, or thereafter, be replaced by the Sponsor.

Section 5.07. Compensation. Directors shall not receive any compensation or salary for their services as Directors. However, any Director may be reimbursed for his actual reasonable expenses incurred in the performance of his duties providing prior approval has been granted by resolution of the Board of Directors. A Director who serves the Association in any other capacity, however, may receive compensation therefore, if otherwise entitled to compensation, providing prior approval has been granted by resolution of the Board of Directors.

Section 5.08. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly at such places and at such times convenient to the Directors, as may be designated from time to time, by resolution of the Board of Directors. Should such meeting date fall on a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of regular meetings shall be given to each Director personally, or by mail, at least fourteen (14) days prior to the date set for such meeting. Any owner wishing to address the Board at any such meeting shall notify the Secretary at least five (5) days in advance of the meeting, and indicate the subject to be addressed.

Section 5.09. Special Meetings. Special meetings of the Board of Directors may be called at any time at the request of the President or any two (2) Directors upon not less than ten (10) days notice to each Director either personally, or by mail, which notice shall specify the time, place and purpose of the meeting. The person or persons authorized to call such special meeting of the Board may fix any time and place convenient to the Directors as the time and place for holding such meeting.

Section 5.10. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a member of the Board of Directors at any special meeting of the Board, without protesting prior to the conclusion of the meeting the lack of notice, shall constitute a waiver of notice by him of the time and place thereof. If all members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5.11. Quorum and Voting. At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which it is provided otherwise by statute, by the Certificate of Incorporation, the Declaration or these By-Laws, a vote of a majority of such quorum at a duly constituted meeting shall be sufficient to pass any measure. In the absence of a quorum, the Directors present may adjourn the meeting from time to time by a majority vote and without further notice, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted as originally called.

Section 5.12. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting, provided a written consent to such action is signed by all members of the Board of Directors or all members of such committee, as the case may be, provided, further, such written consent is filed with the minutes of proceedings of the Board or committee.

Section 5.13. Powers and Duties. The Board of Directors may exercise all the powers of the Association, except such as are conferred upon or reserved to the Owners by statute, the Certificate of Incorporation, the Declaration or these By-Laws. The powers, duties and authority of the Board of Directors shall specifically include, but shall not necessarily be limited to, the following:

a. to establish and maintain such bank accounts as may be required for the operation of the Association;

b. to determine, levy and collect Assessments, and expend such Assessments for the maintenance, care, repair, replacement and operation of the Property of the Association;

c. to operate, maintain, repair and replace the Association Property;

d. to procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees; to procure and maintain adequate hazard insurance on such of the Association's real and personal properties as it deems appropriate, and multiperil insurance on all of the 15 residential lots, as may be provided in the Declaration;

e. as required by these By-Laws, to repair, restore or alter the properties of the Association and any dwelling on any of the 15 residential lots after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

f. to employ and terminate the employment of employees, independent contractors and professionals to purchase supplies and equipment, enter into contracts and generally have the powers have the powers of manager in connection with the matters herein set forth. Any contracts entered into shall be terminable by the Board upon not more than ninety (90) days notice without penalty;

g. to adopt and publish rules and regulations governing the uses of Association Property and facilities, and the personal conduct of the Owners, lessees and their guests thereon, and establish penalties for infractions thereof;

h. to collect delinquent Assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from owners for violations of the provisions of the Declaration, these By-Laws or any rules or regulations of the Association;

i. to file such federal, state or other tax returns on behalf of the Association as it deems necessary or desirable and to pay any and all taxes owing by the Association;

j. to declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors;

k. to keep a complete record of the actions of the Board of Directors and the corporate affairs of the Association and to present a statement thereof to the Owners at the annual meeting of Owners;

l. to issue, or cause to be issued upon demand by any person or their representative, an "Assessment Certificate", as provided in the Declaration, setting forth the status of payment of Assessments on any Lot, and an "Architectural Compliance Certificate" setting forth compliance with architectural standards of any dwelling on any of the 15 residential lots, as provided in the Declaration;

m. to receive, by way of deed or gift, and hold any property of a real or personal nature;

n. to purchase, or otherwise acquire, any real property upon the affirmative vote of not less than sixty percent (60%) of the Authorized Votes cast at any regular or special meeting thereof;

o. to sell, lease or mortgage any real property belonging to the Association upon the affirmative vote of not less than sixty percent (60%) of the Authorized Votes cast at any regular or special meeting thereof;

p. to exercise the rights and powers set forth in Article IV of the Declaration;

q. to exercise for the Association all powers, duties and authority vested or delegated to the Association and not reserved to the Owners by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration; and

r. to establish such committees as the Board of Directors deems necessary, or are required by the Declaration or these By-Laws, for the operation of the Association and the enhancement of the Property.

Notwithstanding anything to the contrary contained in these By-Laws, until the Transfer of Control Date, the Board of Directors may not, without the Sponsor's written consent, which consent shall not be unreasonably withheld, (i) except for necessary repairs, alterations, additions or improvements required by law or by any government agency or Board of Fire Underwriters, make any addition, alteration or improvements to the Association Property; or (ii) levy any Assessment for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to the amount of the reserve set forth in the initial budget, except as may be necessary for any improvement not in existence or owned by the Association at the time of the establishment of the initial budget; or (iii) hire any employee in addition to the employees, if any, provided for in the initial budget of the Association, except as may be necessary to maintain the quantity or quality of service or maintenance of the Property; or (iv) enter into any maintenance contract for work not provided for in the initial budget of the Association, except for the maintenance of any improvement not in existence or not owned by the Association at the time of recording the Declaration; or (v) borrow money on behalf of the Association; or (vi) reduce the quantity or quality of service or maintenance of the Property.

Section 5.14. Managing Agent and Manager. The Board of Directors may employ for the Association a Managing Agent and/or a manager at a compensation established by the Board of Directors to perform such duties and services as the board of Directors shall authorize, other than the powers set forth in Subsections a, b, d, h, j, m, n, o, p, q and r in Section 5.13 of these By-Laws. Any contract entered into with a Managing Agent shall provide that: (i) the Managing Agent shall carry his own liability insurance in such amounts as the Board shall deem adequate and which shall include the Association as Obligatee; (ii) that the Managing Agent shall provide fidelity bonding for himself and his employees in the same amount as required of the Board of Directors, which shall include the Association as Obligatee; and (iii) provide that such contract may be terminated by the Association without penalty upon not less than ninety (90) days written notice. Such management agreement shall be for a term of more than one (1) year and no such management agreement shall be renewable without the consent of both parties.

The Association will indemnify the Managing Agent against liability for acts properly performed by the Agent pursuant to the Agreement, but such indemnification will not be insured.

Section 5.15. Indemnification of Officers and Directors. Every Director and Officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by, or imposed upon, such Director or Officer in connection with any proceeding to which such Director or Officer may be a party, or in which such Director or Officer may become involved by reason of being or having been a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is guilty of willful misfeasance or malfeasance in the performance of duties, provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement as being in the best interests of the Association.

The foregoing right of indemnification shall be in addition to, and shall not be exclusive of, any rights to which each such Director or Officer may otherwise be entitled. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of law, or the Declaration, or these By-Laws. It is intended that the Board of Directors shall have no liability with respect to any contracts made by it on behalf of the Association.

ARTICLE VI

OFFICERS

Section 6.01. Officers. The Officers of the Association shall be the President (who shall be a member of the Board of Directors), one (1) or more Vice Presidents (the number thereof to be determined by the Board of Directors), the Secretary and the Treasurer.

Section 6.02. Election. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Owners.

Section 6.03. Term and Vacancies. The Officers of the Association shall be elected annually by the Board of Directors and each shall hold office until his successor shall have been duly elected, unless he shall sooner resign, or shall be removed or otherwise be disqualified to serve. The vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 6.04. Resignation and Removal. Any Officer may be removed by the Board of Directors, with or without cause, whenever, in the judgment of the Board, the best interests of the Association will be served thereby. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.05. President. The President shall be the chief executive officer, shall supervise the work of the other officers, shall preside at all meetings of Owners, and if there is no Chairman of the Board, shall preside at all meetings of Directors, and shall perform such other duties and functions as are usually vested in the office of the President of a not-for-profit corporation. The President may not also serve simultaneously as Secretary or Treasurer.

Section 6.06. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also perform such other duties as shall, from time to time, be assigned to him by the Board or the President.

Section 6.07. Secretary. The Secretary shall cause notices of all meetings to be served as prescribed in these By-Laws, shall record the votes and keep the minutes of all meetings, shall have charge of the seal, if any, and corporate books and records of the Association, and the book of Mortgagees of Lots within the Association, and shall perform such other duties as are incident to the office of Secretary of a not-for-profit corporation, and as may be required of him by the Board or the President. The Secretary may serve simultaneously as Treasurer.

Section 6.08. Treasurer. The Treasurer shall have the custody of all monies and securities belonging to the Association and shall

be responsible for keeping full and accurate records and books of account, showing all receipts and disbursements, necessary for preparation of required financial reports. He shall account to the President and the Board, whenever they may require it, with respect to all of his transactions as Treasurer and of the financial condition of the Association, and shall in general perform all other duties incident to the office of Treasurer of a not-for-profit corporation. The Treasurer may serve simultaneously as Secretary.

Section 6.09. Other Officers. The Board of Directors may elect such other officers as it shall deem desirable. Such officers shall have the authority and shall perform such duties prescribed from time to time by the Board of Directors.

Section 6.10. Agreements, Contracts, Deeds, Checks and Other Instruments. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two (2) officers of the Association, or, except as otherwise provided in Section 8.01 hereof, by such other person or persons as may be designated by the Board of Directors.

Section 6.11. Compensation of Officers. No officer shall receive any compensation from the Association for acting in his capacity as an officer. However, any officer may be reimbursed for his actual reasonable expenses incurred in the performance of his duties as an officer providing prior approval has been granted by resolution of the Board. An officer who serves the Association in any other capacity, however, may receive compensation therefor if otherwise entitled to compensation, providing prior approval has been granted by resolution of the Board of Directors.

ARTICLE VII

COMMITTEES

Section 7.01. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association provided, however, that no such committee shall have the authority of the Board of Directors to approve an Amendment to the Certificate of Incorporation of the Association, the Declaration or to these By-Laws or to plan a merger or consolidation or establish Assessments.

Section 7.02. Committees of Owners. The committees of the Association shall be the Architectural Committee, the Nominating Committee and such other committees as the Board of Directors shall deem desirable. Each committee shall consist of a Chairman and two or more Owners, except that the Nominating Committee need not include a member of the Board of Directors.

Section 7.03. Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee, or with rules adopted by the Board of Directors.

ARTICLE VIII

FINANCE

Section 8.01. Checks. All checks, drafts and orders for payment of money, notes and other evidences of indebtedness, issued in the name of the Association shall be signed by two (2) Officers of the Association.

Section 8.02. Fiscal Year. The fiscal year of the Association shall be the twelve (12) calendar months, ending at such time as may be deemed appropriate by the Board of Directors.

Section 8.03. Annual Report. An annual report of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all Owners, and to all Mortgagees of Lots who have requested the same. In the event that any substantial irregularities or any defalcation shall be uncovered in the course of any such review, such matters shall be promptly reported to each member of the Board of Directors, and to the Owners. In addition, when called for by a vote of the Owners at any special meeting of the Owners, the Board of Directors shall furnish to the Owners a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and a profit and loss statement regarding any taxable income attributable to the Owners.

The cost of the annual report and other services required by this Section 8.03 shall be levied by the Board of Directors as an Assessment.

ARTICLE IX

BOOKS, RECORDS AND LEGAL DOCUMENTS

Section 9.01. Books and Records. The Declaration, these By-Laws, Certificate of Incorporation and other books and records and papers of the Association, or copies, shall, during reasonable business hours, upon reasonable notice, be subject to inspection by any Owner or agent of an Owner or Mortgagee, at the principal office of the Association. The Board of Directors may furnish copies of such documents to such parties and may charge reasonable fees to cover the cost of furnishing such copies.

Section 9.02. Separate Account for Capital Reserve Funds. Any funds of the Association collected or designated as reserves for the replacement of capital items shall be segregated from all other funds of the Association in one (1) or more separate accounts. This shall not preclude the Association from segregating other portions of its funds in separate accounts for a specific purpose (e.g., reserves for non-capital items) or otherwise.

ARTICLE X

CORPORATE SEAL OPTIONS

Section 10.01. Corporate Seal Optional. The Association, if the Board of Directors so chooses, shall have a corporate seal.

ARTICLE XI

AMENDMENTS

Section 11.01. Amendments. Except as herein provided otherwise, these By-Laws may be modified, altered, amended or added to at any duly called meeting of Owners in the same manner as the Declaration.

Until Transfer of Control Date, the prior written consent of the Sponsor shall be required for any amendment which adversely affects a substantial interest or right of the Sponsor (as determined by the Sponsor in its sole judgment) to become effective, which consent may not be unreasonably be withheld.

ARTICLE XII

RULES AND COMPLIANCE AND ARBITRATION

Section 12.01. Compliance with Rules of the Association Pursuant to These By-Laws. Should any Owner, member of his family, his employees, guests, lessees, licensees or other invitees fail to comply with any of the provisions of these By-Laws or the rules and regulations, and as such may be amended from time to time, the procedures set forth in the Declaration shall be followed to obtain compliance.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. Except as otherwise provided herein, all notices hereunder shall be in writing and sent by mail by depositing same in a post office or letter box in a postpaid sealed wrapper, addressed, if to go to the Board of Directors, at the office of the Board of Directors, and if to go to an Owner or Mortgagee, to the address of such Owner or Mortgagee as appears on the books of the Association. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received. Whenever any notice is required to be given under the provisions of the Declaration or these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed the equivalent of such notice.

Section 13.02. No Waiver for Failure to Enforce. 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 13.03. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the masculine, feminine or neuter and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 13.04. 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 13.05. Severability. Should any part of these By-Laws be deemed void or become unenforceable at law or in equity, the validity, enforceability or effect of the balance of these By-Laws shall not be impaired or affected in any manner.

Section 13.06. Conflict with Certificate of Incorporation or the Declaration. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

THE FOREGOING have been adapted as the By-Laws of Homeowner's Association, Inc., a corporation organized pursuant to the New York State Not-for-Profit Corporation Law, at the first meeting of the Board of Directors.

IN WITNESS WHEREOF, we being all of the Directors of SUNNYVIEW HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this _____ day of _____, 1989.

Gary Koncikowski
GARY KONCIKOWSKI, President

DANIEL T. SMITH, Vice-President
Victor Thomas
VICTOR THOMAS, Secretary/Treas.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary/Treasurer of SUNNYVIEW HOMEOWNERS ASSOCIATION, INC., a New York corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 1989.

Victor Thomas
VICTOR THOMAS

Concerns regarding to Application: 5222-4-18

Dear Molly,

I have reviewed the proposed application submitted by the Sunnyview Homeowners Association and I would like to respond with my concerns.

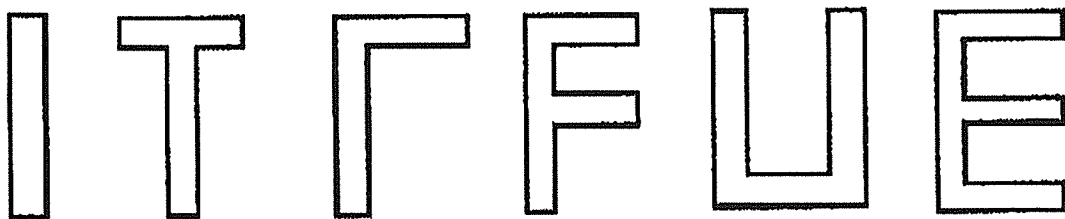
- the proposed dock system is 50% more square footage than all the existing docks put together.
- the proposed docking system is too large for the 110' of lake frontage they own.
- they could add onto their existing docks and achieve the same goal of adding 2 more boat slips.
- this change will greatly impact the already congested boat traffic.
- the ingress and egress of the boats will be in the opposite flow than all other surrounding boats.
- during ingress and egress the boats will be crossing the 20' setback from the property line on both neighboring properties.
- the boat traffic will be hazardous to any swimmers that are swimming in the unmarked swim area off of their beach.

Reading thru the Lake George Park Commission Rules and Regulations the following rules would be broken if this dock system is approved:

Section 646-1.1 Docks, Wharfs and Moorings.

(1) No dock or wharf shall be constructed in a configuration other than a straight pier, T, L, U, E or F-shaped. For the convenience of the regulated community, the following specific configurations are authorized configurations:

Permitted Dock Configurations



(These configurations shall not be interpreted to indicate which side of the

structure should be connected to land.)

(3) No dock, wharf or mooring shall be constructed or placed so as to interfere with normal navigation or reasonable access to adjacent docks, wharfs, moorings or lands.

(4) The maximum surface area of any dock or wharf shall be seven hundred square feet, including any walkway. For the purpose of computing the maximum surface area, no portion of the structure shall be included within the computation which extends upland of the mean high water mark, and the minimum allowable width of any dock, wharf, pier, lateral projection or finger shall be two feet.

(7) The maximum number of docks, wharfs or moorings permitted per lakefront lot or parcel shall be limited as follows:

(ii) Sixty-six to one hundred and fifty feet of lakefront - one dock or wharf constructed as a straight pier, T, L or U-shaped, plus one mooring;

Thank you for your consideration to my concerns.

Regards,
Jim Rose
Twin Birches Cottages
518-361-5953

Molly

From: apa.sm.Referrals <Referrals@apa.ny.gov>
Sent: Wednesday, January 24, 2018 2:14 PM
To: Molly
Subject: RE: LG - Sunnyview

Thank you for providing information regarding this proposal. The Agency has reviewed the material and determined that it will take no further action at this time.

Please feel free to contact me with any questions you may have.

Devan Korn

Environmental Program Specialist 1

NYS Adirondack Park Agency

PO Box 99
1133 NYS Route 86
Ray Brook, NY 12977

(518) 891-4050 | Fax: (518) 891-3938 | devan.korn@apa.ny.gov
www.apa.ny.gov

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From: Molly [<mailto:molly@lgpc.state.ny.us>]
Sent: Tuesday, January 23, 2018 11:10 AM
To: apa.sm.Referrals <Referrals@apa.ny.gov>; Dan Barusch <dbarusch@lakegeorgetown.org>
Subject: LG - Sunnyview

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Molly Gallagher
Deputy Permit Administrator

Lake George Park Commission

PO Box 749, 75 Fort George Rd, Lake George, NY 12845
(518) 668-9347 | fax (518) 668-5001 | molly@lgpc.state.ny.us
www.lgpc.state.ny.us

STATE OF NEW YORK: LAKE GEORGE PARK COMMISSION

Order on Consent/Stipulation

New York State 6 NYCRR

Consent Order Number LE-012-18

I Norm Dascher for Sunnyview H.O.A. of 51 Sunnyview Lane
(respondent) (Street and Number)

of Lake George, NY 12845 hereby agree to pay to the Lake George Park Commission of the
(Name of Town, Village, City and State)

State of New York the sum of (\$1000.00) One Thousand Dollars and agree to strictly comply with the conditions on Schedule A which is attached here to and made a part here of, by reason of my act consisting of:

-Maintain a dock other than permitted

the same being violations of Section(s) 646-1.1(a)(2)

of the State of New York's Rules and Regulations, 6 NYCRR, said act committed at location identified by

tax map ID 238.16-1-27 in Town of Lake George

County of Warren State of New York on or before November 8, 2017
(section lot block) (name of town, village, city)

In so stipulating, I waive my right to a hearing in this matter.

Norm Dascher 01/24/1954 Executive Committee Member
Respondent's Signature* Date of Birth Respondent's Title *
Sunnyview Homeowners Association

Dated: January 29, 2018
(Month, Day)

* NOTE: If consent order/stipulation is against a corporation, the respondent must be an official, authorized, corporate representative.

This order/stipulation has been reviewed by:

Lt. Joe Johns 1/10/18 Lt. Joe Johns
Director of Law Enforcement Date Signature

WHEREAS:

Norm Dascher for Sunnyview H.O.A. having violated Section 646-1.1(a)(1)
Respondent

of the State of New York's Codes Rules and Regulations, 6 NYCRR, at the time and in the manner stated above, and having waived the right to a hearing on the violation and having offered to pay the sum of (\$1000.00) One Thousand Dollars by reason of said violation, and after due consideration having been had

therein, it appearing that this order will be advantageous to the State, now therefore.

IT IS HEREBY ORDERED, pursuant to the provisions of the Environmental Conservation Law, that the offered sum shall be paid to the Lake George Park Commission as a penalty for the violation described above and Respondent shall comply with the terms of the attached Schedule A by reason of such violation.

Date: 2/7 20 18 Signed: Bruce E. Young
(month, day) Bruce E. Young, Chairman

STATE OF NEW YORK: LAKE GEORGE PARK COMMISSION

Schedule A

New York State 6 NYCRR

Consent Order Number: **LE-012-18**

Respondent's Name: **Norm Dascher for Sunnyview H.O.A.**

Schedule A of Order on Consent/Stipulation to settle violation or the New York Environmental Conservation Law and/or State of New York's Rules and Regulations, 6 NYCRR.

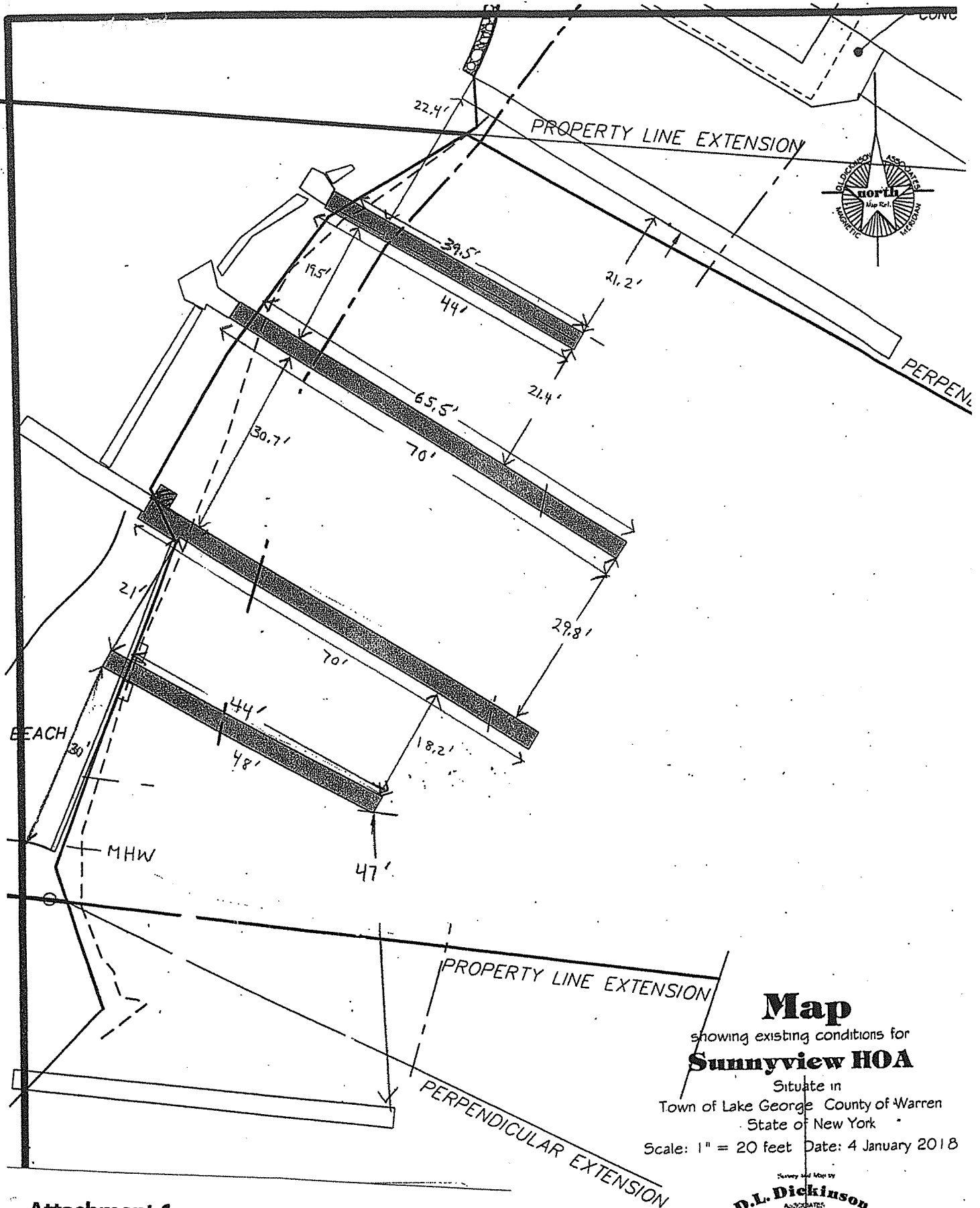
The above referenced Respondent Shall:

- I** Make, allow, or cause to be made **no** further modifications, additions, movements or alterations beyond **Attachment 1** of this order subject to regulation by the Lake George Park Commission, at the subject property without first obtaining a permit to do so from the Commission.
- II** Agree that they shall not commit any further violations of any laws, rules or regulations pertaining to docks, wharfs, and moorings at this or any other location in the Lake George Park.
- III** Permit any duly designated officer, employee, consultant, or agent of the Commission to enter upon the site for the purpose of monitoring respondent's compliance with the terms of this Order.
- IV** Meet the Schedule of Compliance of this Order.
- V** Pay assessed penalty of **(\$650.00) Six Hundred Fifty Dollars** with an additional **(\$350.00) Three Hundred Fifty Dollars** suspended as long as the Respondent fully complies with the Schedule of Compliance below and no further violations are committed for a period of 3 years.
- VI** The Commission staff's determination of the Respondent's compliance with the Schedule of Compliance shall be final and binding on Respondents. Respondents consent to payment of the suspended portion of this penalty in the event the Commission determines they have not complied with the Schedule of Compliance and Respondent affirmatively waives any right to any hearing or other process in connection with a determination of non-compliance.

Schedule of Compliance:

On or before January 30, 2018, complete the following tasks:

- 1. Sign and return Order on Consent.**
- 2. Pay assessed penalty of (\$650.00) Six Hundred Fifty Dollars.**



Attachment 1
 LE-012-18, Sunnyview H.O.A.
 Parcel #238.16-1-27, Town of Lake George
 Page 3 of 3

Map showing existing conditions for **Sunnyview HOA**

Situate in
 Town of Lake George County of Warren
 State of New York

Scale: 1" = 20 feet Date: 4 January 2018

Survey and Map by
D.L. Dickinson
 ASSOCIATES
 Surveyors, Engineers
 LAKE GEORGE, NEW YORK 12845

LG: 42_1_8.16 (old)
 LG: 238.16_1_27 (new)

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the matter of the application of the
Lake George Park Commission,

Petitioner

ORDER ON CONSENT
No. 06-001-2001

-against-

GARY KONCIKOWSKI, d/b/a
Sunnyview Acres,

Respondent.

WHEREAS:

1. The Respondent, Gary Koncikowski d/b/a Sunnyview Acres ("the Respondent") is the owner of property within the jurisdiction of the Lake George Park Commission ("the Commission") and more particularly located in the Town of Lake George, Warren County, New York and identified as parcel I.D. No. 42-1-8.16 ("the subject premises").

2. In or around April, 1982 the Respondent registered wharfs at the subject premises with the New York State Department of Environmental Conservation ("NYSDEC") and registrations of existing wharfs were issued for the wharfs by NYSDEC.

3. A Commission site inspection at the subject premises revealed that the wharfs as currently configured do not match the configurations authorized under the aforesaid existing wharf registrations issued by NYSDEC.

4. 6 NYCRR Section 646-1.1(a)(1) effective June 3, 1988, provides, "No person shall construct, erect, place, alter, modify, enlarge or expand any dock, wharf or mooring on the waters of Lake George without having first obtained a permit from the Commission."

5. The Respondent has constructed, erected, placed, altered, modified, enlarged or

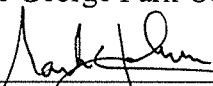
IT IS FURTHER ORDERED, that the Respondent shall pay a fine to the Commission in the amount of Five Thousand Dollars (\$5000.00) of which Three Thousand Five Hundred Dollars (\$3,500.00) shall be suspended pending compliance with the terms of this Order on Consent; and

IT IS FURTHER ORDERED, that payment of the un-suspended portion of the fine in the amount of One thousand Five Hundred Dollars (\$1,500.00), shall be made by certified or bank check or attorney escrow check payable to the Lake George Park Commission; and

IT IS FURTHER ORDERED, that the Respondent shall permit any duly designated officer, employee, consultant or agent of the Commission to enter upon the subject premises for the purpose of monitoring the Respondents compliance with the terms of this Order on Consent.


Dated: , 2001

Lake George Park Commission

By: 
Dr. Mark C. Johnson, Chairman


I have read and stipulate to all terms, conditions and contents of this Order on Consent.

Dated: , 2001

By: 
Gary Koncikowski, individually and
d/b/a Sunnyview Acres

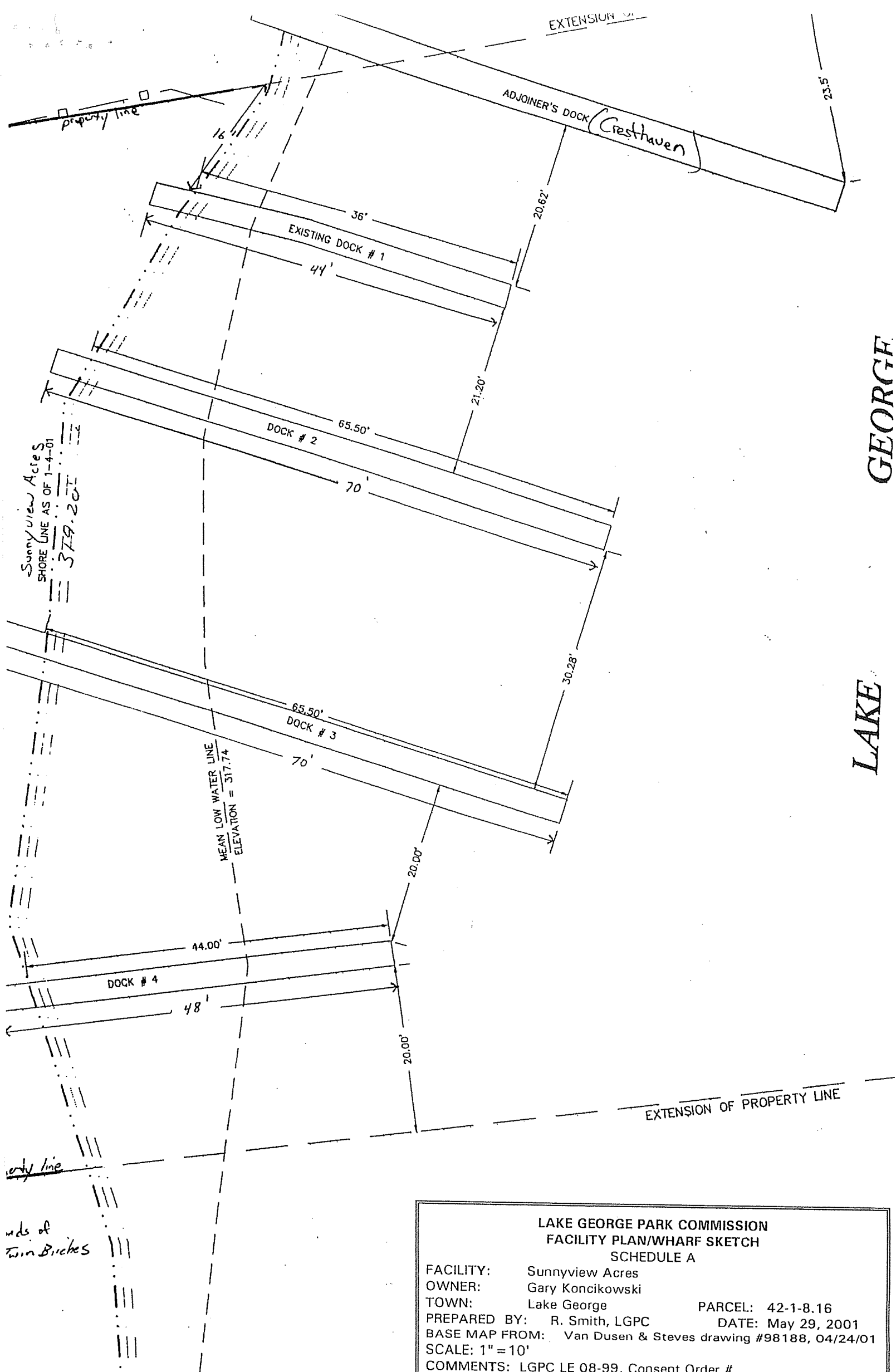
STATE OF NEW YORK)
) ss:
COUNTY OF WARREN)

On the 8th day of June in the year 2001 before me, the undersigned, a Notary Public in and for said state, personally appeared GARY KONCIKOWSKI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

119875

LINDA S. BAKER
Notary Public, State of New York
Warren County, No. 01BA5052765
My Commission Expires Dec. 4, 2001



LAKE

GEORGE

LAKE GEORGE PARK COMMISSION
FACILITY PLAN/WHARF SKETCH
SCHEDULE A

FACILITY: Sunnyview Acres
OWNER: Gary Koncikowski
TOWN: Lake George
PREPARED BY: R. Smith, LGPC
BASE MAP FROM: Van Dusen & Steves drawing #98188, 04/24/01
SCALE: 1" = 10'
COMMENTS: LGPC LE 08-99, Consent Order #

PARCEL: 42-1-8.16
DATE: May 29, 2001

This registration form is to be used only for wharfs in existence on Lake George prior to the effective date of the Lake George Recreation Zone Regulation (6 NYCRR Part 646).

1. Name of Applicant: SUNNY BROOK ACRES INC.

2. Applicant is a/an: ☐ Individual ☒ Corporation ☐ Association ☐ Municipality

3. Name: SUNNY BROOK ACRES INC.

Telephone Number:

Address: LAKE SHORE DR. LAKE GEORGE

Home: 668-2612

Post Office BOX 751, LAKE GEORGE, N.Y. 12845

Business:

4. Project Location:

City or Village LAKE GEORGE

Town LAKE GEORGE County WARREN

Include a location sketch of site, a sketch of wharf on site and a photograph of existing structure. (Include dimensions and distances to adjoining properties.)

5. Was a DEC Protection of Waters permit (Article 15, Title 5) required? ☐ Yes ☒ No
If yes, what was permit number: _____ (If yes, information listed in #4 is not required)

6. Date wharf was constructed or first installed JUNE 1981

7. Has an O.G.S. Grant of Easement been issued? ☐ Yes ☒ No
If yes, what is O.G.S. Easement Number: _____

8. Is wharf removed from the water annually? ☒ Yes ☐ No

9. Certification:

I hereby affirm that the information provided on this form and all attachments submitted herewith is true to the best of my knowledge and belief.

As a condition to the issuance of a permit, the applicant accepts full legal responsibility for all damage, direct or indirect, of whatever nature, and by whomever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from the said project.

12/7/81
Date

[Signature]
Signature

For Department Use Only

CERTIFICATE OF REGISTRATION

The wharf described herein meets the requirements of qualifying as a pre-existing structure and no permit is required to re-install or maintain the existing structure. A registration marker provided with this certification shall be attached to the wharf in a conspicuous location easily visible from the lake and permanently maintained. A new permit is required for any work that alters the size, shape or location of the wharf.

Richard A. Wild

Regional Permit Administrator

APR - 1 1982

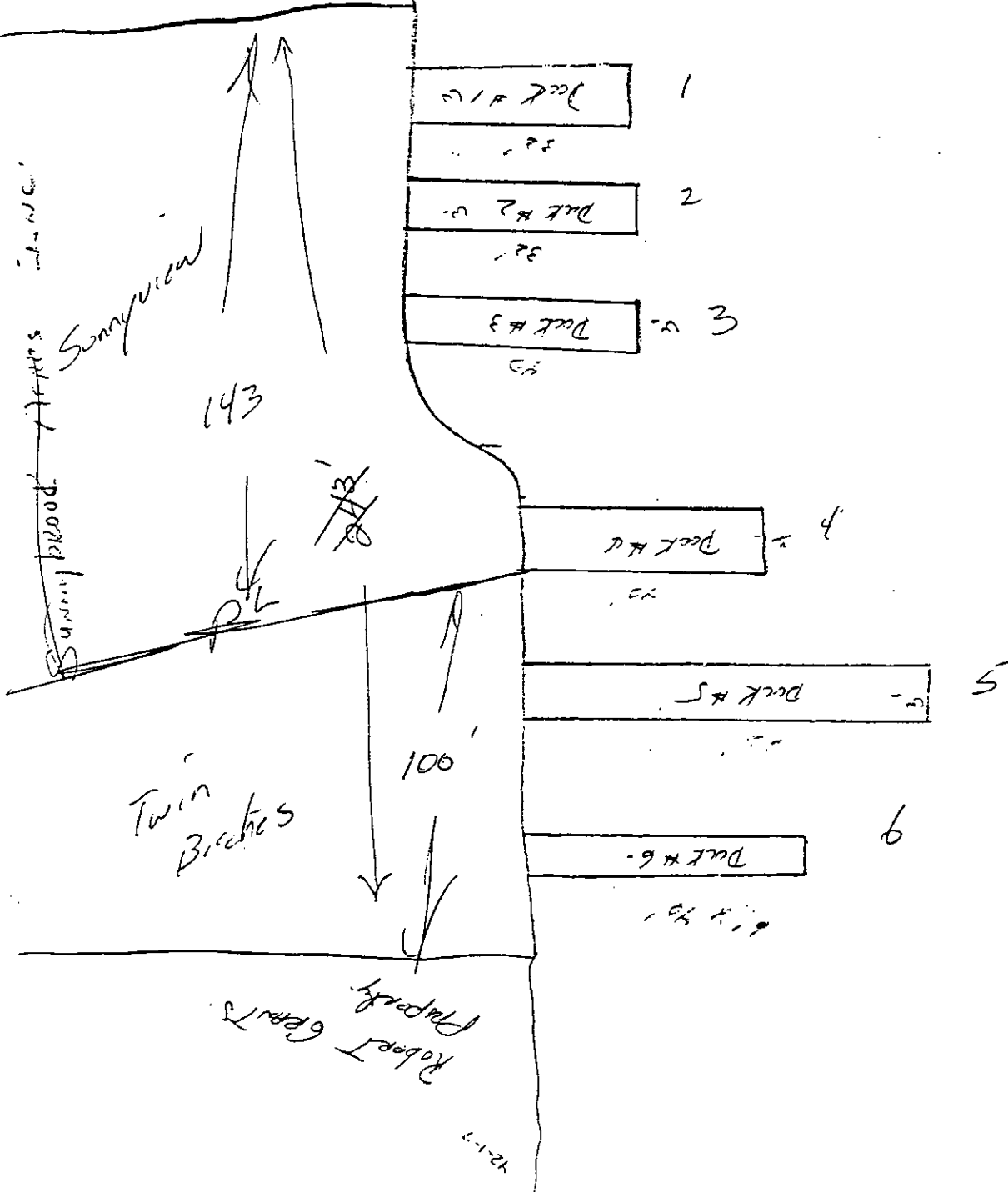
ME Date

Registration # 1444-1420
note: Dock 5+6 now
owned by Twin
Brothers

1-16/58
R. Smith

North -

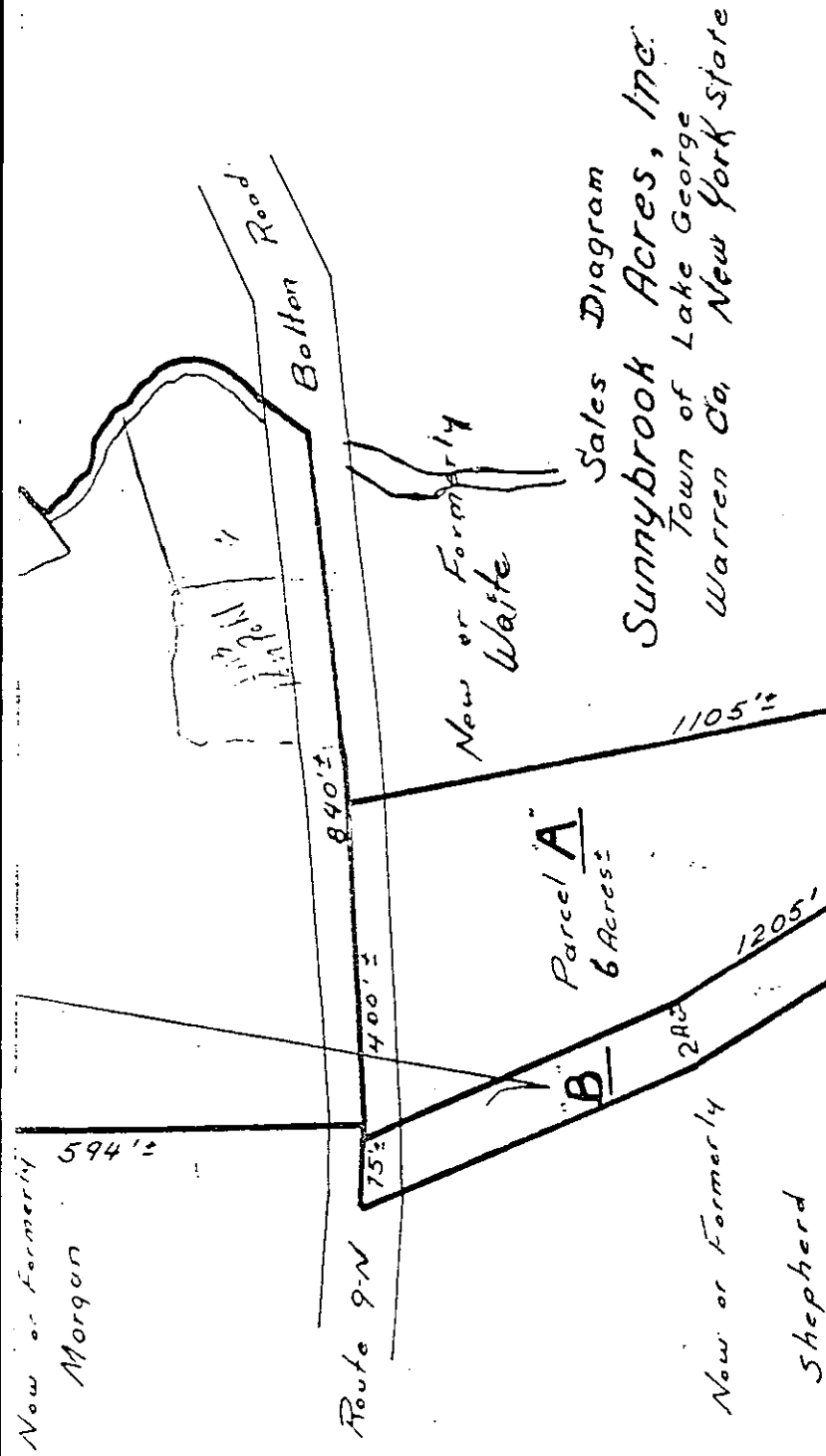
Chesterhaven
property



Twin
Brothers

Robert Grant
Property

South -



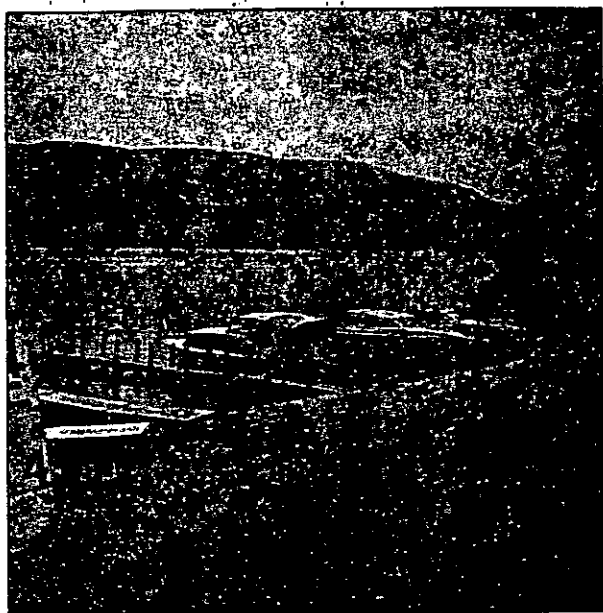
Shown on
Twin Birches
but photos
show it on
north side of
dock 4, on
ledge at
property line

1/21/91
mc

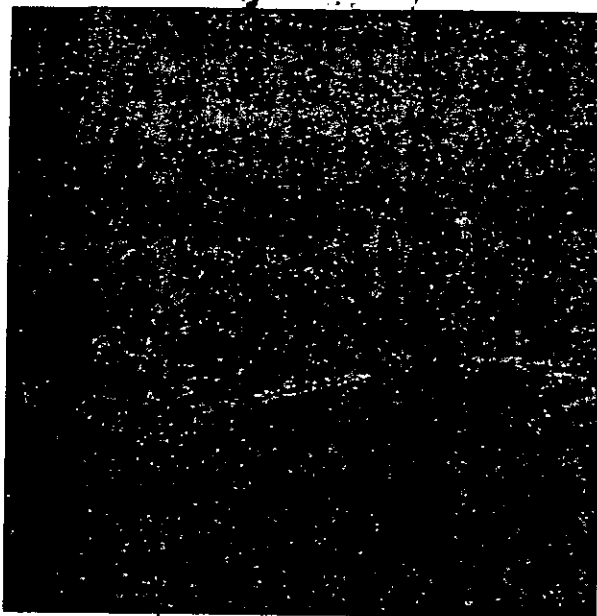
This Is The 4th Dock From South. Border of Above Property
ON Sunnybrook Acres. This Dock was used for Rental by John
Andrews (Hubie CAT Rentals).
I Forget To include This when I made other Applications

Photos submitted w/ 1981 registrations

REW. 1415-1420

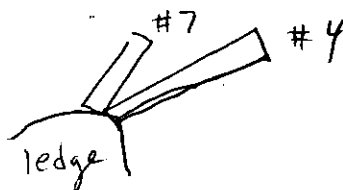


↑
Dock 4 Dock 5
/ Dock 6
Dock 7
can be seen
to left



used by 140

Rew 1414



000102

DECLARATION
of
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES and LIENS
of
SUNNYVIEW HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 26th day of January, 1990, by Gary Koncikowski, residing at Route 9N, Lake George, New York 12845 and Victor Thomas, residing at Country Club Road, Glens Falls, New York 12801, hereinafter referred to as the "Sponsor" or "Sponsors".

WITNESSETH

WHEREAS, the Sponsors are the owners of the property located in the Town of Lake George, County of Warren, New York described in this Declaration which the Sponsors intend to develop into a residential community known, or to be known as Sunnyview Homeowners Association Inc., consisting of 15 residential lots.

WHEREAS, the Property will include a private subdivision road from New York State Route 9N through the property, a central sewer system providing for the collection and disposal of sewage effluent from each residence built or to be built on each of the 15 lots subject to this Declaration and for a common facilities building to be owned by the Association, a private water distribution system, and a lake front lot (on Lake George) improved by a facilities building, parking areas and docks; and

WHEREAS, the Sponsor desires that the said amenities, exclusive of the docks on the shore of Lake George, be made available for the use by the owners and tenants of all fifteen (15) lots; and

WHEREAS, the Sponsor desires that the docks on said lake front lot be dedicated for the exclusive use of the owners and tenants of certain lots, as designated by Sponsor; and

WHEREAS, the Sponsor desires that the lake front lot, exclusive of the docks on the shore of Lake George be made available for the use by the owners and tenants of all 15 residential lots shown on the map of the property of "Sunnyview" AND 19 of the 26 lots shown on a map of the other property owned by Sponsor, known as "Sunnywest"; and

WHEREAS, the Sponsor desires to provide for the maintenance, repair and replacement of the water lines, sewer lines, private roadway servicing the 15 residential lots and the lake front lot and the facilities building, parking area, docks and waterfront on Lake George and for the preservation of the values and amenities of said Association and, to this end desires to subject the Property described in Schedule A hereto of these Covenants, Conditions, Restrictions, Easements, Charges and Liens ("Declaration") hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner or occupant of a lot thereof; and

WHEREAS, the Sponsor has deemed it desirable, for the efficient preservation of the values and amenities in said Association, to create an agency to which should be delegated and assigned the powers of (i) maintaining and administering The Property and facilities; (ii) administering and enforcing the Covenants and Restrictions; and (iii) collecting and disbursing the Assessments and charges hereinafter created; and

WHEREAS, all 15 Lots at "Sunnyview" and 19 of the 26 lots at "Sunnywest" (as designated by Sponsor) shall be subject to the burdens and, to the degree hereinafter set forth, entitled to the benefits of this Declaration: and

WHEREAS, the Sponsor has formed Sunnyview Homeowners Association, Inc., under the Not-for-Profit Corporation Law of the State of New York for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Sponsors, for themselves, their successors and assigns, declares that the real property described in this Declaration

is and shall be held, transferred, sold, conveyed and occupied, subject to the Covenants, and Restrictions hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following words, when used in this Declaration, the By-Laws, the Rules and Regulations, or in any instrument supplemental to this Declaration, the By-Laws, and/or the Rules and Regulations, shall, unless the context otherwise prohibits, have the following meanings:

USE 783 PAGE 7

a. Architectural Committee: The Architectural Standards committee, a permanent committee of the Association, established pursuant to Article VII of the Declaration.

b. Assessments: Charges for the maintenance and operation of Association Property as described in Article V of the Declaration and includes Special Assessments for capital improvements, Maintenance Assessments and any other charges deemed to be Assessments pursuant to the Declaration and By-Laws.

c. Association: Sunnyview Homeowners Association, Inc.

d. Association Property: All land, improvements and other properties, personal or mixed, heretofore and hereafter owned by Sunnyview Homeowners Association, Inc.

e. Authorized Votes: Except as hereinafter set forth in Article III, there shall be one vote for each Voting Owner.

f. Board of Directors or the Board: The Board of Directors elected by the Members and/or appointed by Sponsor to administer the affairs of the Association.

g. By-Laws: The By-Laws of the Association herein set forth, as the same may be supplemented, extended or amended from time to time.

h. Covenants and Restrictions: The protective covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, as may be supplemented, extended or amended from time to time.

i. Declaration: This document of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of Sunnyview Homeowners Association, Inc. as it may, from time to time, be supplemented, extended or amended in the manner provided for herein.

j. First Mortgage: The first mortgage granted on a home by a bank, federal savings and loan association, life insurance company, pension fund, trust company or other institutional lender or an individual or the Sponsor to an Owner.

k. First Mortgagee: The original first mortgagee, its representatives, assigns or other holder of a First Mortgage on a home.

l. Lot: Any portion of the Property (with the exception of the Association Property) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the Town of Lake George or (ii) shown as a separate Lot upon any recorded or filed subdivision map in the Warren County Clerk's Office, intending to include all fifteen (15) residential lots shown on a map of the property entitled "Map of a Subdivision to be known as SUNNYVIEW", map dated April 13, 1984, filed in the Warren County Clerk's Office on April 22, 1987, and 19 of the 26 residential lots shown on a map entitled "Map of a Subdivision to be Known as SUNNYWEST", prepared by D.L. Dickinson Associates, Surveyors and Engineers, map dated November 24, 1982, filed in the Warren County Clerk's Office on April 22, 1987. Sponsor has the right to designate which 19 lots at Sunnywest are subject to the burdens and entitled to the benefits of this Declaration by a grant in any deed to any 19 of said lots by, substantially as follows:

"Together with the benefits and subject to the burdens of a Declaration made by Gary Koncikowski and Victor

Thomas entitled "Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of Sunnyview Homeowners Association, Inc., dated _____, 1990, recorded in the Warren County Clerk's Office in Book _____ of Deeds at page _____." (Dates and recording information to be completed after this Declaration is recorded.)

m. Member: Each holder of a membership interest in the Association, as such interests are set forth in Article III of this Declaration.

n. Mortgagee: Any mortgagee, its representatives, assigns or other holder of a mortgage on a home and to an Owner.

o. Owner: The holder of record title, whether one (1) or more persons or entities, of (i) fee simple title to any Lot or home, whether or not such a holder actually resides in such home; or (ii) the fee interest in any Lot or home subject to this Declaration; and shall include the Sponsor with respect to any unsold Lot.

p. Property: All properties as are subject to this Declaration as may be supplemented, extended or amended.

q. Rules and Regulations: The Rules and Regulations of the Association governing the use and care of the Property as may be set forth in this Declaration, the By-Laws or promulgated from time to time by the Board of Directors.

r. Residential Lots - Sunnyview: The fifteen residential lots and the common area shown on a map entitled "Map of a Subdivision to be Known as SUNNYVIEW", prepared by D.L. Dickinson Associates, map dated April 3, 1984, filed in the Warren County Clerk's Office on April 22, 1987. The fifteen residential lots shown on said map are sometimes referred to herein as "Sunnyview Lots".

s. Residential Lots - Sunnywest: The twenty-six residential lots shown on a map entitled "Map of a Subdivision to be Known as SUNNYWEST", prepared by D.L. Dickinson Associates, map dated April 22, 1987. Nineteen of the twenty-six lots shown on said map shall have limited rights to the lake front lot owned by Sunnyview Homeowners Association, Inc. and are sometimes referred to herein as "Sunnywest Lots".

t. Lake Front Lot: That parcel of land shown on the Sunnyview map between Lot 15 and the shore of Lake George, measuring 21,000 square feet and having 143 +/- feet of frontage on Lake George.

u. Sponsor: Gary Koncikowski and Victor Thomas, their heirs, successors and assigns.

v. Transfer of Control Date: The date on which (i) the Sponsor has transferred title to all 15 Sunnyview Lots; or (ii) five (5) years from transfer of title to the first Sunnyview Lot, whichever first occurs.

w. Voting Owner or Member: The Owner of a Lot. In the event a Lot is owned by more than one person, the Voting Owner shall be the person named in a certificate signed by all Owners of such Lot and filed with the Secretary of the Association Board of Directors. If such certificate is not on file, the person first named on the deed by which title is obtained shall be the person considered the voting Owner.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Lake George, County of Warren and State of New York, is more particularly described in Schedule A hereto, being the lots and common property known as Sunnyview.

Section 2.02. Additional Property. The Sponsor may extend this Declaration to all of the land approved for development as described in Schedule A of this Declaration to a total of 15 residential buildings lots ("Sunnyview Lots"), to 19 of the Sunnywest lots and should Sponsor

acquire title to same to those lands conveyed by Pohl to Baker (deed reference: 633 cp 958), to wit, a 1.131 acre residential parcel on the west side of Route 9N. Sponsor has no rights to extend this Declaration to any further property. The provisions of this Section may not be amended without the prior written consent of the Sponsor until the Transfer of Control Date.

Section 2.03. Merger. Upon a merger or consolidation of the Association with another association as provided in the Association's Certificate of Incorporation, this Declaration, By-Laws, or New York State Law, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Property, together with the Covenants and Restrictions established upon any other properties. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants and Restrictions established by this Declaration with the Property, except as hereinafter provided.

ARTICLE III

THE ASSOCIATION: STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS

Section 3.01. Formation of the Association. Pursuant to the Not-for-profit Corporation Law of the State of New York, the Sponsor has formed Sunnyview Homeowners Association, Inc. to own, operate and maintain the Property, enforce the Covenants and Restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions and are set forth in this Declaration, the Certificate of Incorporation and the By-Laws of the Association, as such may be supplemented, extended or amended from time to time. Subject to the additional limitations provided in this Declaration, the Certificate of Incorporation and the By-Laws, the Association shall have all the powers and be subject to the limitations of a not-for-profit corporation as contained in the New York State Not-for-Profit Corporation Law as the same may be amended from time to time.

Section 3.02. Membership. The Association shall have as members only owners of the 15 "Sunnyview Lots" and 19 of the 26 Sunnywest Lots, as designated by the Sponsor.

Section 3.03. Every person who is a record owner (as defined in Article I) of any lot which by this Declaration is subject to assessment by the Association shall be a member of the Association.

Section 3.04. Voting Rights. The Association shall have four classes of voting membership.

Class A. Class A members shall be the owners of the Sunnyview Lots, excepting Sponsor and excepting any other person or entity which acquires title to all or a substantial portion of the Sunnyview Lots for the purpose of developing thereon a residential community. Class A members shall be entitled to four votes for each lot in which they hold the interest required for membership by this Article. When more than one person holds an interest or interests in any lot, all of said persons shall be members and the votes for the lot shall be exercised as they among themselves determine, but in not event shall more than four votes be cast with respect to any of said lots.

Class B. Class B members shall be the owners of the 19 Sunnywest Lots, excepting Sponsor and excepting any other entity which acquires title to all or a substantial portion of the Sunnywest Lots for the purpose of developing thereon a residential community. Class B members shall be entitled to one vote for each lot in which they hold an interest required for membership by this Article. When more than one person holds an interest or interests in any lot, all of said persons shall be members and the vote for the lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any of said lots.

Class C. The Class C members shall be the Sponsors, their successors and assigns. The Class C membership shall be entitled to four votes for each Sunnyview lot in which it holds the interest required for membership, provided that the Class C membership shall cease to be converted to Class A membership on the Transfer of Control Date.

Class D. The Class D member shall be the Sponsors, their successors and assigns. The Class D membership shall be entitled to one vote for each Sunnywest Lot in which it holds the interest required for membership, provided that the Class D membership shall cease to be converted to Class B membership on the Transfer of Control Date.

When a purchaser of an individual lot takes title thereto from the Sponsors, their heirs and assigns, the purchaser becomes a Class A or a Class B member and the membership of the Sponsors, their heirs and assigns, with respect to said lot shall cease. All owners shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualifications for membership. Membership shall be appurtenant to, and shall not be separated from the ownership in any of the interests described in the definition of the work "owner" as found in Article I of this Declaration. Ownership of such lot shall be the sole qualification for membership.

Section 3.05. Holder of Security Interest. Any person or entity which holds an interest in a Lot merely as security for the performance of an obligation shall not be a Member and shall have no voting rights.

Section 3.06. Sponsor's Written Consent Necessary for Certain Actions Taken by Board of Directors.

a. Notwithstanding anything to the contrary contained in this Declaration, until the Transfer of Control Date, the Board of Directors may not, without the Sponsor's prior written consent, which consent will not unreasonably be withheld, except for necessary alterations, additions or improvements required by law or by any government agency or Board of Fire Underwriters: (i) make any addition, alteration or improvement to Association Property; (ii) assess any amount for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the Association bears to the total amount of such initial budget of estimated expenses; (iii) hire any employee in addition to the employees, if any, provided for in the initial budget of the Association; (iv) enter into any service or maintenance contract for work not provided for in the initial budget, except for the maintenance of an improvement not in existence or owned by the Association at the time of the recording of this Declaration; (v) borrow money on behalf of the Association; or (vi) reduce the quantity or quality of the services or maintenance of the property.

b. This Section shall not be amended without the prior written consent of the Sponsor until the Transfer of Control Date.

ARTICLE IV

PROPERTY RIGHTS AND EASEMENTS

Section 4.01. Dedication of Association Property.

a. The Sponsor will convey by deed to the Association, subsequent to the recordation of this Declaration, and at or prior to the conveyance of the first lot, the Property for the use and enjoyment of the Owners, their guests, lessees, licensees and invitees.

b. The Association shall accept any such conveyance made by the Sponsor provided such conveyance is made without consideration.

Section 4.02. Right and Easement of Enjoyment in Association Property.

a. Every Owner of a Sunnyview Lot, and such Owner's guests, licensees, lessees and invitees shall have a right and easement of enjoyment in and to all Association Property. Such easements shall be appurtenant to and shall pass with the interests of an Owner. Such rights, easements and privileges shall be subject, however, to the rights of the Association

as set forth in Section 4.03 herein and the rights of the Sponsor as set forth in Section 4.07 and the rights of Owners as set forth in Section 4.08 herein.

b. Every Owner of a Sunnyview Lot shall also have an easement for ingress and egress by vehicle or otherwise over and to all Association Property for the maintenance, repair and replacement of any dwelling built on any Lot. Every Lot Owner shall have common utility and conduit easements as described in this Article.

c. Every Owner of each of the nineteen Sunnywest Lots, subject to this Declaration, and such other guests, licensees, lessees and invitees, shall have the limited right and easement of enjoyment in and to the lake front lot, together with an easement for ingress and egress by vehicle or otherwise from Route 9N to the lake front lot over the private drive from Route 9N to said lake front lot, as said private drive is shown on the Sunnyview map. Such easements shall be appurtenant to and shall pass with the interests of an owner. Such rights, easements and privileges shall be subject, however, to the rights of the Association as set forth in Section 4.03 herein and the rights of the Sponsor as set forth in Section 4.07 and the rights of owners as set forth in Section 4.08 herein.

Section 4.03. Rights of Association. With respect to the Property, and in accordance with the Certificate of Incorporation, this Declaration and the By-Laws, the Board of Directors shall have the right:

a. To grant easements or rights of way to any public or private utility corporation, governmental agency or political subdivision, or cable television franchisee with or without consideration.

b. Except as set forth in Section 4.03(a) above, to dedicate or transfer all or any part of the land which it owns for such purposes and subject to any conditions as may be agreed to by the Association and the transferee, subject to the following:

(1) such a conveyance shall require the consent of Owners by an affirmative vote of seventy percent (70%) of Authorized Votes, other than those of the Sponsor;

(2) any conveyance by the Association prior to the transfer of title to all lots by the Sponsor, shall also require the prior written approval of the Sponsor unless the Sponsor waives such right in a written agreement recorded in the Warren County Clerk's Office.

(3) no such conveyance shall be made if the First Mortgagees of seventy percent (70%) or more of the Lots advise the Association in writing, prior to the date set for voting on the proposed conveyance, that they are opposed to such conveyance, which opposition must not be unreasonable. Written notice of any proposed conveyance shall be sent to all First Mortgagees whose names appear on the records of the Association not less than thirty (30) days nor more than ninety (90) days prior to the date set for voting on the proposed conveyance.

c. To borrow funds from any recognized lending institution, and in conjunction therewith, mortgage its properties. No such mortgage, however, shall encumber or otherwise interfere with the easement of ingress and egress of the Owners or the water and sewer systems as described in this Declaration. The amount, terms, or rate of all borrowing and the provisions of all agreements with note holders shall be determined by the Board of Directors, acting in its absolute discretion, subject only to the ability of the Association to repay such borrowed funds from Assessments.

d. Except as may be prohibited by law, the Certificate of Incorporation, this Declaration or the By-Laws, to contract with any person for the performance of its management and other duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management agreements with trusts, condominiums, cooperatives or other homeowners' associations, both within and without the Property. Such agreements shall require the consent of Owners by an affirmative vote of 70 percent of the Authorized Votes.

Until the Transfer of Control Date, the Board of Directors may not exercise such rights as those set forth in this Section without the prior written consent of the Sponsor.

Section 4.04. Maintenance of Association Facilities. In order to preserve and enhance the values and amenities of the Property, the Association shall at all times, maintain the Association Property, and all other facilities of the Association.

Section 4.05. Common Utility and Conduit Easement.

a. All pipes, wires, conduits and public utility lines and cable television lines located on any Lot and serving only such Lot shall be owned, maintained, repaired and replaced by the Owner of such Lot. Every Owner shall have an easement in common with the Owners of other Lots to maintain and use all pipes, wires, conduits, public utility lines and cable television lines located on other Lots or on the Property and servicing such Owner's Lot. Each Lot shall be subject to an easement in favor of the Owners of other Lots to maintain and use the pipes, wires, conduits, and public utility lines and cable television lines servicing, but not located on, such other Lot.

b. The Association shall have the right of access to each Lot for maintenance, repair or replacement of any pipes, wires, conduits, public utility lines or cable television lines located on any Lot and servicing any other Lot. Such right shall be exercised at a reasonable time upon reasonable notice to the Owner and/or occupant, provided, however, that in an emergency such right may be exercised at any time and without notice. The cost of such repair, maintenance or replacement shall be funded from the Assessments, except that, if such repair, maintenance or replacement is occasioned by negligent or willful act or omission of an Owner(s) and/or occupant(s), it shall rather be considered a special expense allocable to the Owner(s) responsible and such cost shall be added to the Assessment of such Owner(s) and, as part of that Assessment, shall constitute a lien on the Lot of such Owner(s) to secure the payment thereof.

c. The Association shall have an easement over the exterior ten feet of all Lots for the placement, maintenance, repair and replacement of utility banks and telephone pedestals, if required.

Section 4.06. Environmental Considerations. In carrying out its responsibilities in enforcing the provisions of this Declaration, the Association and the Architectural Committee (as defined in Article VII hereof) shall consider the environmental impact of any existing or proposed activities on the Property or any portion thereof and may, in its discretion, establish standards or guidelines aimed at reducing or eliminating any activities which could have adverse environmental impact or take affirmative action to improve the quality of the environment, and shall comply with all applicable laws, rules and regulations.

Section 4.07. Rights of Sponsor With Respect to Association Property.

a. With respect to the Property, the Sponsor shall have the right, until the completion of construction, marketing and sale of all Lots, provided the rights of the Owners are not substantially and materially restricted (except for temporary inconvenience):

(1) to grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of the central sewer system, utility lines, wires, pipes and conduits, including but not necessary limited to water, electric, telephone, septic, drainage and cable television, to serve any of the property;

(2) to connect with and make use of the sewer lines and water lines in Schedule A hereof;

(3) to use the Property for ingress and egress and for the storage of building materials;

(4) to operate a sales center and/or permit a Sales Agent to operate a sales center and to have prospective purchasers and others visit such sales center and use certain portions of the Property, including, but not limited to, parking spaces;

(5) to determine the grading, elevation and design of any building constructed by the Sponsor on any of the Lots, provided that any buildings do not materially affect the property;

(6) to grant to itself or to others such easements and rights-of-way as may be reasonably needed for the orderly development of the properties.

The easements, rights of way and other rights reserved herein shall be permanent, shall run with the land and shall be binding upon, and for the benefit of, the Association, the Sponsor and their successors and assigns.

b. With respect to its exercise of the above rights, the Sponsor agrees (i) to repair any damages resulting from construction within a reasonable time after the completion of development or when such rights are no longer needed by the Sponsor, whichever first occurs; and (ii) until development has been completed, to hold the Association harmless from all liabilities which are directly caused by the Sponsor's exercise of its rights hereunder. This Section shall not be amended without written consent of the Sponsor until the Transfer of Control Date.

c. Boat Docking. Attached hereto as Schedule B is a sketch, entitled "Sunnyview Homeowners Association DOCK LAYOUT", showing four docks in the shore of Lake George on the lake front lot. The dock shown thereon as "Baker's Dock" is a dock claimed by Kenneth N. and Laura M. Pohl, and their heirs and distributees, to wit, Patricia R. Baker, by deed dated August 13, 1980 and recorded in the Warren County Clerk's Office in Book 633 of Deeds at Page 958. With respect to the docks shown on said lake front lot, the Sponsor shall have the right to enter upon the property and upon the lake front lot for the purpose of installing, maintaining, constructing and re-constructing sufficient docking for twelve boats, as shown on said sketch, dock spaces A, B, C and D (first dock) dock spaces E, F, G and H (third dock) and spaces I, J, K and L (fourth dock).

Sponsor shall further have the right to grant, by deed, the exclusive use and occupancy of any one or all of said twelve docking spaces to any of the Sunnyview and/or Sunnywest lots. In addition, Sponsor shall have the right upon the termination of the Pohl/Baker dock rights (deed reference: 633 cp 958) to grant, by deed, the exclusive use and occupancy of the four docking spaces available on the "Baker's Dock" to any of the Sunnyview and/or Sunnywest lots. Sponsor has the right to retain the right to designate dock spaces on the Baker lot in perpetuity until the Baker/Pohl rights are terminated and dock spaces are designated by Sponsor and/or their successors and assigns.

The Association shall operate and maintain the entire waterfront area and the twelve dock spaces (sixteen spaces including those on the Baker dock) for the sole and exclusive use and occupancy of the owners of said docks having rights as designated by Sponsor.

Each lot receiving a designated dock space may assign the use of said dock space to any owner or tenant occupying a Sunnyview lot or one of the 19 Sunnywest lots having rights to the lake front lot. Any owner of a lot having a dedicated dock space shall, upon the sale of his lot, convey his dedicated dock space to the purchaser of said lot or to the owner of any Sunnyview lot, or to the Association.

The Association will own the lake front lot, a portion of which will be used for boating purposes. Individual lots will be granted specific easements by Sponsor to specific docks on said property. The maintenance of the docks shall be an Association charge. The cost of the docks shall be shared equally by those lots having rights to said docks.

Maintenance of the docks shall be the responsibility of the Association after consultation with those having rights to said docks. It is contemplated that all of said docks and dock spaces will be maintained in generally the same condition and that all lot owners having rights to the dock space shall share the cost of maintaining the entire dock area.

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d. Notwithstanding anything to the contrary, until completion of construction and marketing of all Lots, this Section 4.07 may not be amended without prior written consent of the Sponsor.

Section 4.08. Rights and Easements to Owners.

a. Every owner of a Sunnyview lot shall have an easement over Association property for the movement of equipment to carry out maintenance, repair and/or replacement of any residence or residential facility on any of the 15 residential Lots.

b. Every owner of a Sunnyview lot shall have an easement over Association property.

c. Subject to the dock rights to be granted by Sponsor, every owner of each of the nineteen Sunnywest lots and all 15 Sunnyview lots subject to this Declaration, and such owner's guests, licensees, lessees and invitees, shall have the right and easement of enjoyment in and to the lake front lot, together with an easement for ingress and egress by vehicle or otherwise from Route 9N to the lake front lot over the private drive from Route 9N to said lake front lot, as said private drive is shown on the Sunnyview map.

d. Nothing shall be modified, altered, constructed or removed (other than debris and dead trees) from the Property owned by the Association, without prior written approval by the Board of Directors.

Section 4.09. Easement Reserved to Sponsor. Easements are reserved to Sponsor over the Property covered by this Declaration for the benefit of any and all lands owned by the Sponsor, and its assigns, for the following purposes:

a. ingress and egress over roadways; and

b. use of and connection with the water lines, septic lines, utility lines and related facilities including, but not limited to, the sewer system, telephone, water, electric, and cable television. This easement shall not include the right to consume any electricity for which one (1) or more individual Owners and/or occupants are billed directly without the consent of the individual Owners and/or occupants affected.

Section 4.10. Distribution of Condemnation Awards. In the event all or part of the Association Property is taken in condemnation or eminent domain proceedings, the award from such Proceedings shall be paid to the Association. The Board of Directors of the Association shall arrange for the repair and restoration of such Association Property and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If there shall be a surplus of such proceeds, or if the Board of Directors shall elect not to repair or restore the Association Property, then the proceeds shall be distributed in the same manner as insurance proceeds, in accordance with Article IX of this Declaration.

The Board of Directors shall promptly send written notice of any pending condemnation or eminent domain proceedings to all Mortgagees whose names appear on the books and records of the Association.

In the event of any dispute with respect to the allocation of the award, the matter shall be submitted to arbitration in accordance with the arbitration statutes of the State of New York.

ARTICLE V

ASSESSMENTS AND RIGHT OF ASSOCIATION TO BORROW

Section 5.01. Creation of the Lien. The Sponsor, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

a. Annual Assessments of charges for the maintenance and operation of the Property; and

b. Special assessments for capital improvements ("Special Assessments").

The Maintenance Assessments and the Special Assessments together hereinafter being referred to as "Assessments".

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Except to the extent prohibited by law, the Board of Directors, on behalf of all Owners, shall have a lien on each lots for unpaid Assessments, with interest thereon, assessed against such lot, subject to foreclosure.

Section 5.02. Basis for Assessments.

a. The Association's Board of Directors shall, from time to time, but at least annually, fix and determine the budget for the continued operation of the Association and shall send a copy of the budget and any supplement to the budget to each Owner at least 30 days prior to assessing the Owners thereon. The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board.

The total annual requirements and any supplemental requirements shall be allocated among, assessed to, and paid by the Owners.

Each owner of a Lot subject to this Declaration shall pay a portion of the costs of maintaining:

1. The water lines and sewer lines servicing the 15 Sunnyview Lots and the lake front lot;
2. The road providing access to the 15 Sunnyview residential lots and the lake front parcel and any other common areas owned by the Association.

The portion of the above expenses to be paid by the owner of each Lot shall be a fraction, the numerator of which shall be 1 for the Sunnywest lots and four for the Sunnyview lots, and the denominator of which shall be equal to the number of Sunnyview lots times four (anticipated at 15 times 4, or 60) plus the number of Sunnywest lots (anticipated at 19) or, expressed as a percentage, 19 plus (4 times 15) divided by 4, equals 5.06328% for each Sunnyview lot (4/79), 1.26582% for each Sunnywest lot (1/79).

In addition, each of the owners of those Sunnywest lots having dedicated dock spaces shall pay a portion of all of the costs, including insurance, of maintaining the docks. The portion of the dock expenses to be paid by the owner of each dedicated dock space shall be a fraction, the numerator of which shall be 1 and the denominator of which shall be equal to the number of dedicated dock spaces, anticipated at 12.

The Sponsor will be obligated for assessments including any supplemental charges, on all unsold lots. In no event, however will the Sponsor be required to make a deficiency contribution in an amount greater than he would otherwise be liable for if he were paying on unsold lots. The sum due the Association from each owner shall constitute an assessment by the Board of Directors.

b. The New York State Department of Health has reviewed the Sunnyview subdivision and as a condition has restricted the use of Lot No. 13 as a residential lot, to wit, Lot No. 13 may not be used as a residential building lot until such a time as the community sewer system and sewage disposal area (leach beds), (which sewage disposal area is located on Lots 12, 13, and 15) servicing the 15 residential lots at Sunnyview have been discontinued and all of said residential lots are connected to a municipal sewage system. Because the use and occupancy of Lot No. 13 as a residential lot is prohibited for a lengthy period of time, no common charges shall be assessed against said lot while same is not used as a residential building lot and so long as the southerly portion of same is used as a sewage disposal area (leach bed). Sponsor and Sponsor's successors in title to said Lot No. 13 have three alternatives:

1) Retain same as a building lot at such a time as municipal sewage is available to the Sunnyview area, at which time common charges shall commence accruing as a lien against Lot No. 13.

2) Convey Lot No. 13 in its entirety to a bona fide purchaser of said lot, at which time common charges shall commence accruing as a lien against Lot No. 13. During the period of time that Lot No. 13 is not subject to payment of common charges, the owner of Lot 13 shall have no voting rights in the Association.

3) Subdivide Lot No. 13 into two, three or four non-residential lots and convey same to the adjoining parcels, to wit, Lots 11, 12, 14 and/or 15, at which time Lot No. 13 shall cease to exist as to its financial obligation and voting rights, provided, however, that any further subdivision of Lot 13 shall require New York State Department of Health approval and may be subject to the jurisdiction of the Town of Lake George Planning Board and/or any other Federal, State, Regional, County, Town or other agency have jurisdiction.

Section 5.03. Purpose of Assessments. The purpose of the Maintenance Assessments shall be to fund the maintenance, repair, replacement and improvement of the Property and the promotion of the recreation, safety and welfare of the Owners, including but not limited to:

- a. The payment of taxes on the Association Property, if any;
- b. Any utility services to the Property which are commonly metered or billed;
- c. All fire and casualty, liability and other insurance obtained pursuant to this Declaration covering the Property, the Buildings and the Association's officers, directors and employees, exclusive of insurance on each Lot or dwelling, if any;
- d. Accounting and record keeping of all Association financial transactions;
- e. Legal, architectural, engineering and other professional fees and disbursements; and
- f. Such other needs as may arise and which the Board of Directors deems appropriate or desirable.

Section 5.04. Date of Commencement and Notice of Assessments. The Assessments provided for herein shall commence on the day on which the first Lot is conveyed by the Sponsor to the initial Purchaser. The first Assessments shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Directors and such Assessments shall thereafter be on a full year basis.

Section 5.05. Change in the Basis of Assessments.

a. The Association may change the basis of determining the Maintenance Assessments by obtaining the written consent of Owners by an affirmative vote of not less than seventy percent (70%) of the owners, excluding those of the Sponsor, except that: (i) until the Transfer of Control Date, any change in the basis of Assessments which adversely affects a substantial interest or right of the Sponsor with respect to Unsold Lots shall require the specific prior written consent of the Sponsor, which consent shall not be unreasonably withheld; and (ii) no such change shall be made if first Mortgagees whose names appear on the records of the Association, of sixty percent (60%) or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed change, that they are opposed to such change, which opposition must not be unreasonable. Written notice shall be sent at least thirty (30) days in advance of the date or initial date set for voting thereon to all Owners and first Mortgagees whose names appear on the records of the Association. A written certification of any such change shall be executed by the Board of Directors and recorded in the Office of the Clerk of the County of Warren, New York.

b. Any change in the basis of Assessments shall be equitable and nondiscriminatory.

Section 5.06. Special Assessments for Capital Improvements. In addition to the annual Maintenance Assessment, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any capital improvements, including without limitation, the

construction, reconstruction, replacement or repair of a capital nature to the Property, including the necessary fixtures and personal property related thereto. Any Special Assessment for the construction (rather than reconstruction or replacement of any capital improvement, or for any Special Assessment amounting to more than twenty-five percent (25%) of the then current amount of annual Maintenance Assessments, shall require the consent of the owners approved by an affirmative vote of sixty percent (60%) of the Authorized Votes cast in person or by proxy by those owners to be subject to such Special Assessment at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all owners to be subject to such Special Assessment at least thirty (30) days in advance, setting forth the purpose of the meeting. The Association shall establish one (1) or more due dates for each payment or partial payment of each Special Assessment and shall notify each owner to be subject to such Special Assessment thereof, in writing, at least thirty (30) days prior to the first such due date. Until Transfer of Control Date the Association may not levy any Special Assessments or make any capital improvements without prior written consent of the Sponsor.

Section 5.07. Assessments. Personal Obligation of the Owner and Lien on Lot. The Assessments shall be paid when due. All sums assessed by the Board of Directors, but unpaid, together with any accelerated installments, late charges (not exceeding one and 1/2 percent per month) of the amount of the overdue Assessment or portion thereto) and fees for violations of Rules and Regulations and interest thereon at such rate as may be fixed by the Board of Directors from time to time (such rate not to exceed the maximum rate of interest then permitted by law), shall be the personal obligation of an Owner and shall constitute a lien upon the Owner's Lot prior to all other liens except: (i) tax or assessment liens on the lot by the taxing subdivision of any governmental authority, including, but not limited to, state, county, city, town and school district taxing agencies; and (ii) all sums unpaid on any First Mortgage of record encumbering any Lot. Assessments shall be levied on an annual basis and shall be due and payable on an annual basis unless the Board of Directors establishes other periods of payment, except that, if an installment of Assessments due is not paid within thirty (30) days from date due, the Board of Directors may accelerate the remaining installments, if any, upon notice thereof to the delinquent Owner. The Board of Directors may offer a discount on an Assessment if paid in full in advance. All costs and expenses incurred in collection of past due Assessments, including reasonable attorneys' fees, shall be added to and shall constitute an Assessment payable by such Owner.

Section 5.08. Foreclosure of Lien for Assessments. The lien for past due Assessments may be foreclosed by the Association in accordance with the laws of the State of New York, in like manner as a mortgage on real property, and the Association shall also have the right to recover all costs incurred by it in pursuing such right, including reasonable attorneys' fees. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Assessments, the unpaid balance shall be charged equally to all Owners. However, where the holder of a First Mortgage of record, or other Purchaser of a Lot at a foreclosure sale of a First Mortgage, obtains title to the Lot as a result of foreclosure, or the First Mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable for, and the Lot shall not be subject to, a lien for payment of Assessments chargeable to such Lot which were assessed and became due prior to the acquisition of title to such Lot by such acquirer. In such event, the unpaid balance of Assessments shall be charged equally to all other Owners.

Section 5.09. Notice of Default. The Board of Directors, when giving notice to an Owner of a default in paying Assessments, may, at its option, or shall, at the request of a Mortgagee, send a copy of such notice to each such Owner's Mortgagee whose name and address appears on the records of the Association. The Mortgagee shall have the right to cure the Owner's default with respect to the payment of said Assessments at any time prior to the time title is conveyed pursuant to Section 5.08 above.

Section 5.10. No Exemption or Waiver of Assessments. Every Owner shall pay the Assessments assessed against him when due and no Owner may exempt himself from liability for the payment of Assessments so assessed against him by waiver of the use or enjoyment of any of the Property or by the

abandonment of his Lot. However, no Owner shall be liable for the payment of any Assessments accruing subsequent to a sale, transfer or other conveyance by him of such lot.

Section 5.11. Grantee to be Liable with Grantor for Unpaid Assessments. In any conveyance of a lot either by voluntary instrument, operation of law or judicial proceedings in accordance with this Declaration or the By-Laws, the Grantee of the Lot shall be jointly and severally liable with the Grantor for any unpaid Assessments against the latter, assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to receive from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Board of Directors setting forth the unpaid Assessments against the Grantor and the Grantee shall not be liable for, nor shall the Lot conveyed by subject to, a lien for any unpaid Assessments against the Grantor in excess of the amount therein set forth. "Grantee" as used herein, shall not include either the First Mortgagee of record or a purchaser of a Lot at a foreclosure sale of a First Mortgagee.

Section 5.12. Exempt Property. Property subject to the Declaration shall be exempt from Assessment Charges and liens created herein, to the extent of any easements or other interest therein dedicated and accepted by local public authority and devoted to public use.

Section 5.13. Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors, in its absolute discretion, may determine to be desirable for the greater financial security and the more efficient effectuation of the purposes of the Association.

Section 5.14. Assessment Certificates. Upon written demand of an Owner, Mortgagee, lessee or title insurer of a Lot (or any Lot), the Association shall, within thirty (30) days of receipt of such written demand, issue and furnish a certificate in writing, signed by an Officer or designee of the Association, setting forth with respect to such Lot, as of the date such certificate: (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; and (iii) whether any other amounts or charges are owing to the Association, e.g., for the cost of extinguishing a violation of this Declaration, the By-Laws and/or Rules and Regulations.

A reasonable charge, as determined by the Board of Directors, may be made for the issuance of such certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide Purchaser, Mortgagee, lessee of, or title insurer of, the Lot with respect to which such certificate has been issued.

Section 5.15. Water and Sewer Charges. If the appropriate municipality agrees to submit bills to each lot owner for water charges, these bills shall be paid directly by the lot owner. The Village of Lake George (water supply) may submit a bill to the Association for annual water consumption. The Association shall pay any municipal charges for water and as part of the assessments and the lien created in this Article, shall bill each lot owner proportionately his or her lot's pro-rata share of the water bills. If the Village of Lake George bills the Association for water on a different basis, i.e., at a fixed rate per kitchen faucet, toilet, bath or shower, lavatory, outside tap, or by any other means, the Association shall bill each lot owner using the same billing system.

ARTICLE VI

MAINTENANCE BY THE ASSOCIATION

Section 6.01. Repairs and Maintenance by the Association.

a. Except as specifically otherwise provided in this Section all maintenance on any lot shall be the responsibility of the owner of said Lot;

b. Maintenance, repair and replacement of all pipes, wires, conduits, utility lines and cable television lines servicing more than one lot, whether or not on the common property or any of the lots, shall be the responsibility of, and an expense of, the Association, unless such is the responsibility of the utility or cable television company;

c. The Association shall be responsible for the lake front lot, the private subdivision road from Route 9N to the lake front lot, the storm water control system, the docks and the water and sewer systems.

Sponsor shall install the water mains and water lines to each lot. All lot owners shall be responsible for the installation and maintenance of any water line from any residence on any of the 15 lots to the "curbstop" installed by Sponsor.

The Association shall also be responsible for the central sewer system, including the collection system (gravity mains, force mains, manholes and pumps), the effluent disposal beds (leach beds), and the facilities building on the lake front lot. The Association shall be responsible for the perpetual maintenance of the central sewer system, including all mains, pumping stations and the effluent disposal beds and any improvements and/or landscaping.

Each lot owner shall be responsible for the installation and maintenance of a sewer line from any residence constructed on his or her lot to a 1,000 gallon septic tank on said lot; each lot owner shall further be responsible for the installation and maintenance of a sewer line from said septic tank to the central sewer main servicing said lot. The connection to the central sewer main servicing said lot shall be done by the Association at the expense of the lot owner requesting said connection. Installation and maintenance of the sewer lines and septic tank from any residence to the central sewer main shall be done in accordance with all applicable government standards and the rules and regulations of the Sunnyview Homeowners Association, Inc.

Any private septic tank on any of the 15 residential lots shall have the sludge levels checked periodically and be pumped as necessary. The Association shall coordinate the pumping and may perform all monitoring and the pumping of all septic tanks. If the Association, by its Board of Directors, assumes the obligation of monitoring sludge build-up in the private septic tanks, and the pumping of said individual septic tanks, it shall be charged as an Association charge. The portion of the expenses incurred by the Association to coordinate, monitor and pump out the private septic tanks shall be paid by the owners of those lots having residences and septic tanks; the portion of the above expenses to be paid by the owners of those lots shall be a fraction, the numerator of which shall be one and the denominator of which shall be equal to the number of lots improved with residences and septic tanks, i.e., the number of lots then connected to the central sewer system.

d. The cost of all maintenance performed by the Association on the common property shall be funded from Assessments.

e. Driveways and Sidewalks. Subject to review by the Architectural Review committee, any lot owner may install on his or her lot a sidewalk and/or driveway extending over the common Association property to the roads and roadways on the Association property provided that said sidewalk and/or driveway is constructed of material substantially similar to the roads and roadways owned and maintained by the Association.

Section 6.02. Repairs and Maintenance Which Are Not The Responsibility of the Association.

a. The Association shall not be responsible for the maintenance, repair or replacement of any pipes, wires, conduits, utility lines, or cable television on any Lot, or any utility meter servicing only one Lot;

b. Each owner shall be responsible for the maintenance of his or her Lot, and shall maintain any improvements on said Lot in a proper manner to preserve the appearance and value of the entire property.

Section 6.03. Quality and Frequency of Maintenance and Repairs. All maintenance, repair and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property.

Section 6.04. Access for Repairs. The Association (and its employees, contractors and agents) shall, upon reasonable notice to the Owner and/or occupant, have the right to enter upon any portion of the Property and upon any Lot, at any reasonable hour and upon reasonable notice, to carry out its functions as provided for this Declaration, except that, in an emergency, the Association shall have the right, without notice, to enter upon any portion of the Property and upon any Lot to make necessary repairs or to prevent damage to any other Lot or any portion of the Property. The repair of any damage caused in gaining access in an emergency shall be undertaken by the Association at its expense.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.01. Control by Association. After transfer of title by the Sponsor to any Lot, or other completed portion of the Property, enforcement of those provisions of this Declaration pertaining to exterior appearance of the Property and control over any change in use or any additions, modifications or alterations to any exterior improvements on said Lot or other portion of the Property shall be the responsibility of the Association acting through the Architectural Committee as provided in Section 7.02 below.

Section 7.02. Composition and Function of the Architectural Committee.

a. The Architectural Committee shall be the Board of Directors.

b. The Committee shall review the following:

(1) All proposed additions, modifications or alterations to the Association Property;

(2) All proposed construction of any improvements on and of the Lots, and any proposed additions, modifications or alterations of the exterior of any improvement on any Lot, including doors and windows; and

(3) Perform such other functions as may be assigned by the Board of Directors from time to time.

Section 7.03. Submission of Plans to Architectural Committee. After transfer of title to any Lot or other portion of the Property by the Sponsor no exterior addition, modification or alteration shall be made on or to such Lot or other portion of the Property or to the improvements located thereon unless and until a plan or plans therefore, in such form and detail as the Architectural Committee requires, shall have been submitted to and reviewed by the Architectural Committee an approved by the Board of Directors. The Architectural Committee may charge and collect a reasonable fee for the examination of plans submitted for review, including any fees and reasonable expenses which may be charged by architects, engineers or attorneys retained by the Board of Directors in connection with the review of such plans.

Section 7.04. Basis for Disapproval of Plans by Architectural Committee. The Committee may disapprove of any plans submitted for any of the following reasons:

a. failure of such plans to comply with Covenants and Restrictions contained in this Declaration;

b. failure to include information in such plans as reasonably requested by the Architectural Committee;

c. objection to the plan, exterior design, appearance of materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion and style of architecture;

d. incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses within the Property;

e. failure of the applicant to furnish to the Architectural Committee proof satisfactory to the Committee that insurance in the form and amount satisfactory to the Architectural Committee has been obtained and will be maintained for the appropriate period of time by the applicant;

f. failure of proposed improvements to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules and regulations;

g. any other matter which, in the reasonable judgment of the Architectural Committee, would render the proposed improvement use or uses inconsistent or incompatible with the general plan of improvement of the Property, including any possible adverse impact on the use and enjoyment of the Property by any other Owner or occupant;

h. nothing shall be constructed on any of the Lots within ten feet of the exterior boundary of any Lot.

Section 7.05. Approval of Plans.

a. The Architectural Committee Directors shall vote upon such plans and notify the applicant, in writing, of its decision.

Upon a vote by the Board for approval, or qualified approval, the notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved in the Association's permanent records (together with such qualifications or conditions, if any) and, if requested by the applicant, shall provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval.

Approval of any such plans shall not be deemed a waiver of the Board of Directors to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are submitted for approval by other Owners.

b. Once plans have been approved for a Lot, they may not be revoked unless the Board of Directors determines that (i) the work currently being performed is not in substantial conformity with the approved plans; (ii) adequate insurance is not being maintained by the applicant; (iii) appropriate permits have not been obtained, maintained and/or complied with; or (iv) a period of twelve (12) months has passed from date of approval of the plans and the alterations, modifications or improvements have not been commenced and pursued diligently.

Section 7.06. Notification of Disapproval. In any case where the Board votes disapproval, the Board shall so notify the applicant in writing, together with a statement of the grounds upon which such action was based as set forth in Section 7.04 hereof. In any such case, the Architectural Committee shall, if requested and if practicable, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 7.07. Failure of Board of Directors to Act. If any applicant has not received notice from the Board of directors approving (including qualified approval) or disapproving any plans within sixty (60) days after submission thereof, said applicant may notify the Board of Directors in writing of that fact. Such notice shall be sent by certified mail, return receipt requested. The plans shall be deemed approved by the Board of Directors twenty (20) days after the date of receipt of such notice, if no decision is rendered by the Board of Directors within said twenty (20) day period.

Section 7.08. Liability. No action taken by the Architectural Committee or any member of a subcommittee, employee, or agent thereof, shall entitle any person to rely thereon, with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of any Building or other portion of the Property. Neither the Association, the Board of Directors, the Architectural Committee, nor any member, subcommittee, employee or agent shall be liable to anyone submitting plans to them for approval or to any Owner

or any other person, in connection with a submission of plans, or the approval or disapproval thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person or other entity submitting plans to the Architectural Committee agrees, by submission of such plans to defend, indemnify and hold harmless the Association, the Board of Directors and the Architectural Committee (or any officer, member of a subcommittee, employee or agent thereof) from any action, proceeding, suit or claim arising out of, or in connection with, such submission.

Section 7.09. Architectural Compliance Certificate. Upon written request of any Owner, Mortgagee, lessee, licensee or title insurer (or any prospective owner, Mortgagee, lessee, licensee or title insurer) of a Lot or other portion of the Property, title to which has been previously transferred from the Sponsor, the Board of Directors shall, within fifteen (15) days, issue and furnish to the person or entity making the request, a certificate in writing ("Architectural Compliance Certificate"), signed by a member of the Board of Directors, stating, as of the date of such Certificate, whether or not the Lot or other portion of the Property, or any improvements thereon, violates any of the provisions of the Declaration pertaining to exterior appearance, design or maintenance and describing such violations, if any. A reasonable charge, determined by the Board of Directors, may be imposed for issuance of such Architectural Compliance Certificate. Any such Architectural Compliance Certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and the party to whom such Certificate was issued.

Section 7.10. Completion of Work by the Board of Directors. In the event the Board of Directors deems it necessary to complete work previously commenced by an Owner, or to otherwise protect the appearance, value or structural integrity of the Property, such amounts shall become a binding personal obligation of an Owner and an additional Assessment payable by such Owner shall become a lien against his Lot, subject to the provisions of Article V herein.

ARTICLE VIII

INSURANCE AND RECONSTRUCTION

Section 8.01. Common Areas. The Board of Directors shall maintain public liability insurance to the extent obtainable, covering each Association member, lessee or occupant and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Properties. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance: (a) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities on the Common Properties, in an amount equal to their full replacement values and (b) Workers Compensation insurance. All insurance premiums for such coverage shall be paid for by the Association.

Section 8.02. Homes. Each Dwelling Owner shall provide Homeowners' Policy, Form HO-3, or such other type as the Board of Directors of the Association may require, which shall insure the property for its full replacement value with no deductions for depreciation against loss by fire or other hazards, in an amount to be determined by the Board of Directors of the Association. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Said policy shall name the Association as an additional insured. Each Lot Owner shall deliver a certificate of such insurance to the Homeowners Association promptly upon construction or purchase of a dwelling and annually thereafter, together with proof of premium payment.

(a) If the insurance provided under this Section has not otherwise been adequately obtained by each Owner, as determined by the Board of Directors, then the Board shall obtain such insurance coverage. Such insurance shall be sufficient to cover the full replacement cost or necessary repair or reconstruction work. The purpose of such insurance will be to protect, preserve and provide for the continued maintenance and support of separately owned homes. Insurance obtained by the Board

of Directors shall be written in the name of the Association as Trustee for the benefit of each Home Owner.

(b) Payment of Premiums. Premiums for insurance obtained by the Board of Directors, as provided hereinabove, shall not be a part of the common assessment or expense.

(c) Repair or Replacement of Damaged or Destroyed Property. Each Owner shall be required to reconstruct or repair any home destroyed by fire or other casualty within one hundred twenty (120) days of the receipt of the insurance proceeds. The insurance proceeds on policies secured by either the Home Owner or the Board of Directors shall be deposited in a bank or other financial institution, subject to withdrawal only by the signature of an agent duly authorized by the Board of Directors. If no repair or rebuilding has been contracted for, or otherwise substantially started by the Owner, with the cooperation of the Board of Directors within one hundred twenty (120) days of the receipt of the insurance proceeds, the Board of Directors shall itself initiate the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the Home, in a good and workmanlike manner in conformance with the original plans and specifications. The Board of Directors may advertise for sealed bids from any licensed contractors and may then negotiate with said contractors. The contractor or contractors selected to perform the work shall provide full performance and payment bonds for such repair or rebuilding. In the event the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, the Board of Directors shall levy a special assessment against the Owner in whatever amount sufficient to make up the deficiency. If the insurance proceeds exceed the cost of repairing and/or rebuilding, such excess shall be paid over to the respective Owner and/or Owner's mortgagee in such portions as shall be independently determined by those parties.

Section 8.03. Actions Which May Increase Insurance Rates Prohibited. Under no circumstances shall an Owner permit or suffer anything to be done or left in such Owner's Home or upon such Owner's Lot, which will increase insurance rates on Association Property or any other Owner's Lot. The penalty for violation shall be an Assessment against the Owner violating this provision in an amount equal to increased rate or rates.

ARTICLE IX

GENERAL COVENANTS AND RESTRICTIONS

Section 9.01. Use of Lots.

a. Residential Purposes Only. Except as otherwise provided in this Declaration and the By-Laws, the Sunnyview Lots shall be used only for residential purposes and purposes incidental and accessory thereto.

Section 9.02. Deed Restrictions, Sunnyview Lots.

1. No lot shall be used, except for residential purposes. Residential purposes shall not include professional offices. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and attached garage. No detached garage, carport or accessory building in excess of 100 square feet may be erected on any lot.

2. No dwelling or any part thereof shall be used for any purpose, except as a private dwelling for one family, including a private attached garage for not more than two cars. No motor vehicle shall be stored on any lot or parking area or regularly parked in the roadway. No boat trailer shall be stored on any lot, except in an enclosed garage.

3. No alterations or additions to or repainting of the exterior of any building shall be made unless it shall conform in architecture, material and color to the buildings as originally constructed and/or approved by the developer and in accordance with Article VII of this Declaration.

4. No sign of any kind shall be displayed to the public view on any dwelling or lot, except a family name, a sign of not more than two hundred fifty square inches. No sign shall be illuminated, except by a non-flashing white light emanating from within or on the sign itself and

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shielded from direct view. However, the Sponsor may display any signs it deems necessary to complete and sell lots or homes.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept in an dwelling or on any lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided that not more than two pets in the aggregate may be kept in any dwelling or on any lot, and provided further that they are leashed and not permitted to urinate or excrete on the Common Areas; upon non-compliance, the owner shall pay all damages.

6. Garbage and rubbish shall not be dumped or allowed to remain on any area, except in receptacles placed outside the dwellings. All garbage and rubbish shall be sealed in plastic bags before it is placed in garbage receptacles. Any garbage which cannot be placed in the receptacles shall be stored in a garage until it is collected.

7. Laundry poles and lines outside of dwellings are prohibited; laundry may not be hung in any manner whatsoever outside of the dwelling.

8. The Sponsor and the Association shall have the right to arrange for cable television or community antenna television system. No individual radio, television or similar towers or reception facility, including satellite antennas shall be erected or continued to be maintained on any lot or attached to the exterior of any dwelling.

9. No fence shall be erected on any lot or attached to the exterior of any dwelling, except fences which may be erected by the Sponsor.

10. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board of Directors.

11. No owner or occupant other than the Sponsor shall plant or install any trees, bushes, shrubs or other plantings, or authorize same to be done, on any portion of any lot without written approval of the Board of Directors.

12. Owners shall not cause or permit any unusual or objectionable noise or odors to emanate from their dwellings.

13. No tree, hedge, fence, pole, shrub, planting or any other obstruction or intrusion into the atmosphere, except those constructed or installed by Sponsor, which limits visibility of the lake from any home shall be placed or permitted to remain on any lot.

14. None of the above covenants shall be construed as to prevent any owner from renting his dwelling for residential purposes.

15. No home or dwelling on said lot shall contain less than 1,500 square feet of enclosed living or usable area, exclusive of open porches, overhangs, breezeways and garages.

16. No trailer, mobile home or similar structure shall be located or maintained on any lot. No basement or garage shall be used as a residence temporarily or permanently. No building or other structure shall be left on a lot incomplete or with an unfinished exterior for a period of time in excess of twelve (12) months after commencement of construction or a residence on any lot. All junk and rubbish accumulated shall be promptly disposed of from time to time. Building materials shall not be left exposed or on the premises except during the period of construction.

17. No building or structure shall be erected on lots 14 and 15 exceeding 30 feet in height on any elevation including the basement or garage level.

18. No solid fence or hedge in excess of three feet in height shall be erected, grown or maintained on lots 2, 3, and/or 4 within 15 feet of the highway right of way.

19. At this time lot 1 is improved by a building containing a liquor store and apartment. None of the aforesaid deed restrictions set forth in this Article as paragraphs 1, 2, 3, 4, 7, 8, 9, 11, 15 and 16 shall

apply to Lot 1, except that during any time that lot 1 or any portion thereof is used for any commercial purposes in whole or in part, the owner of said lot shall provide primary access to said lot for the commercial purposes thereon off of Route 9N and shall allow only secondary access from the private driveway shown on the subdivision of properties.

20. Lots numbered 2, 3 & 5, Sunnyview, shall have no access (driveways) to Route 9N.

21. Lot number 1, if changed to a residential lot, shall not have access (driveway) to Route 9N.

Section 9.03. Parking.

a. Recreational Vehicles. Recreational vehicles, including, but not limited to, all terrain vehicles, motor bikes, motorcycles, minibikes, snowmobiles, boat trailers, rafts and other such equipment, vehicles or trucks (except as may be used in the construction and maintenance of the Association Property) shall be permitted on the premises, SUBJECT, HOWEVER, to reasonable rules and regulations promulgated by the Board of Directors.

b. Oversized, Commercial and/or Unlicensed Vehicles. Unless used in connection with the construction or sale of Lots by the Sponsor, or maintenance of the Property, the following shall not be permitted to remain overnight on the Property:

- (1) commercial vehicles; or
- (2) unlicensed motor vehicles of any type.

c. Unauthorized Parking. Vehicles parked in unauthorized areas or in any manner impeding or preventing ready access to the Property may be towed from the premises at the expense of the respective owner of such vehicle so parked. The Board of Directors, Managing Agent or authorized employee of either, may order such removal on behalf of the Board of Directors after giving reasonable notice to the owner of the vehicle to remove such unauthorized parked vehicle, if such owner is known, and shall not be liable for any costs, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith. Notice is not required prior to removing a vehicle blocking the roadway or impeding access by emergency vehicles.

d. Guest Parking. Any additional vehicles belonging to guests of occupants will be parked in such areas as designated for such purpose by the Board of Directors.

Section 9.04. General.

a. Lease Restrictions. All leasing or renting, shall be subject to the Declaration, By-Laws and rules and regulations of the Association.

b. Interaction with the Board of Directors, Managing Agent and/or Employees of the Association.

(1) If an Owner, his family, guests, lessees, licensees or other invitees, gives a key, whether to his Home, a motor vehicle or other item of personal property, to an employee or Director of the Association or the Managing Agent, he does so at his own risk, and neither the Board of Directors nor the Managing Agent nor the employee of either, shall be liable for injury, loss or damage directly or indirectly resulting therefrom or connected therewith.

(2) No employee of the Association or the Managing Agent shall be asked to perform any personal services for any Owner or occupant or guest, except in an emergency, during hours such employee is employed by the Association or Managing Agent on behalf of the Association.

ARTICLE X

DURATION, ENFORCEMENT AND AMENDMENT OF DECLARATION

Section 10.01. Duration. This Declaration shall continue until (i) terminated by casualty loss, condemnation or eminent domain; or (ii) such time as withdrawal of the Property from the provisions of this Declaration is authorized by an affirmative vote of Owners by at least eighty percent (80%) of Authorized Votes. No such vote shall be effective without written consent of at least fifty one percent (51%) of the holders of first mortgages on the Lots, if any. Sponsor will not vote its interests appurtenant to Unsold Lots for such withdrawal unless at least eighty percent (80%) of all other Owners so elect for such withdrawal, at which time Sponsor may vote as he sees fit.

Section 10.02. Declaration Runs with the Land; Enforceability. The provisions of this Declaration shall bind the Property and shall be construed as running with the land and shall inure to the benefit of, and be enforceable by the Sponsor and the Association (being hereby deemed the agent for all of the Owners), and by any Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of this Declaration, and monetary damages won't adequately compensate for violations of this Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

In addition, or as an alternative, to an action at law or suit in equity, the Board of Directors may, with respect to any violation of this Declaration or the By-Laws or rules and regulations of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against an Owner or Lot occupant shall be deemed an Assessment against the Lot of such Owner or on which the Lot occupied by such occupant is located, and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Owner and shall be collectible in the same manner as Assessments under Article V of this Declaration.

Each person or entity acquiring an interest in a Lot or other portion of the Property, or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to this Declaration) covenants and agrees for his and for his heirs, successors and assigns, to observe, perform and be bound by the provisions of this Declaration, including personal responsibility for the payment of all charges which may become liens against his property and which become due while he is the Owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 10.03. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of this Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior or subsequent thereto. No liability shall attach to the Sponsor, the Association (or any officer, director, employee, agent, committee, committee member or Owners) or to any other person or organization for failure to enforce the provisions of this Declaration.

Section 10.04. Obligations and Lien for Cost of Enforcement by Association. If the Association successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration, the By-Laws or rules and regulations promulgated hereunder or thereunder, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (i) an Owner; or (ii) any family member, tenant, guest or invitee of the Owner; or (iii) a family member or guest or invitee of the tenant of the Owner; or (iv) a guest or invitee of any member of such Owner's family or any family member of the tenant of such Owner, such costs shall

of the Property, the eligible First Mortgagees representing at least sixty percent (60%) of the mortgaged Lots must agree;

d. An instrument evidencing the change is duly recorded in the Office of the Warren County Clerk. Such instrument need not contain a written consent of the required number of Members and First Mortgagees of Lots, but shall contain a certification by the Board of Directors that the consents required by this Section for such change have been received and filed with the Board of Directors.

Until Transfer of Control Date, the prior written consent of the Sponsor shall be required for any amendment which adversely affects a substantial interest or right of the Sponsor (as determined by the Sponsor in its sole judgment) to become effective, which consent may not be unreasonably withheld.

Section 10.07. Conflict with Municipal Laws. The Covenants and Restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority or by specific restrictions imposed by any deed or lease.

Section 10.08. Attorneys' Fees. Any party to a proceeding who succeeds in enforcing the Covenants and Restrictions set forth herein, or enjoining the violation of any of the Covenants and Restrictions against an Owner (or such Owner's lessee, licensee or invitee), shall be entitled to reasonable attorneys' fees against such Owner.

Section 10.09. Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 10.10. Inspection and Entry Rights. Any agent of the Association may, at any reasonable time or times, upon not less than twenty four (24) hours notice to the Owner and/or occupant, enter upon a Lot or other portion of the Property to inspect the improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures or other improvements thereon comply with this Declaration, or with the By-Laws or rules and regulations issued pursuant hereto. Neither the Association nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 10.11. Owner Responsible for Tenants. Any lease of a Lot shall provide that the tenant shall comply in all respects with the terms of this Declaration, the By-Laws and rules and regulations of the Association. If a tenant is in violation of this Declaration, the By-Laws or rules and regulations, the Board of Directors shall so notify the Owner of such Lot which such tenant occupies, in writing, by certified mail, return receipt requested. If the violation is not cured or eviction proceedings commenced by the Owner against the tenant within fourteen (14) days after the Owner has received notice of such violation, the Board of Directors may pursue any remedies which it may have pursuant to this Declaration.

ARTICLE XI

COMPLIANCE AND ARBITRATION

Section 11.01. Compliance with Rules of the Association Pursuant to This Declaration and the By-Laws. Should any Owner, members of such Owner's family, his employees, guests, lessees, licensees or other invitees fail to comply with any of the provisions of this Declaration, the By-Laws, the Certificate of Incorporation or the rules and regulations, and as such may be amended from time to time, the following procedures may be followed to obtain compliance:

a. A committee of three (3) people shall be appointed by the Board of Directors and designated the Compliance Committee to serve at the pleasure of the Board of Directors.

b. The Compliance Committee shall first undertake to obtain compliance informally, by discussing the violation or violations with the violator,

and seeking to obtain future compliance, or correction, of the ongoing violation or violations.

c. Should this informal procedure prove unsatisfactory or not secure future compliance, the Compliance Committee shall then send a written notice to the violator, and if such person is not an Owner, to the Owner who brought such person onto the Property, notifying him of the claimed violation, requesting, as the case may require, either a correction of the violation, or an assurance that a similar violation will not occur in the future. Such notice shall establish a date for compliance.

d. Should such notice obtain the requested compliance, that will dispose of the matter, unless the same or a similar violation thereafter reoccurs.

e. Should such notice not obtain the requested compliance within the time requested, the Compliance Committee shall then be authorized, at its discretion, to establish a monetary and/or non-monetary penalty, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar violations in the future by the same or any other person. Such fine shall become a binding personal obligation of the violator, if an Owner, or the Owner responsible for such violator. Failure to correct the condition or situation which leads to the first fine, for a period of twenty (20) days after the initial fine becomes finally due and payable, shall constitute a second offense. Notice of the imposition of such fine or fines shall be mailed to the violator and/or the Owner responsible for such violator, and shall be paid to the Association within ten (10) days from the date of such notice, unless the violator, if an Owner, or the Owner responsible for such violator, requests the right to arbitrate the matter, within ten (10) days, before the Arbitration Committee, as hereinafter set forth. Should the fine not be paid within the ten (10) days, or if a request to arbitrate is not received within the said ten (10) days, the amount of the fine shall be added to the Owner's Assessments on the first of the month following the termination of the ten (10) day period above set forth, and shall be a lien upon the Owner's Lot.

f. The Arbitration Committee shall consist of the President of the Board of Directors, as Chairman of the Committee, and two (2) other members of the Board of Directors who shall be appointed by the Board of Directors to serve at the pleasure of the Board of Directors.

g. Should the violator, or the Owner responsible for the violator, request the right to arbitrate the imposition or extent of a fine, as above set forth, he shall do so in writing, directed to the Board of Directors, within ten (10) days of his receipt of notice of the imposition of said fine. The Board of Directors shall promptly forward the same to the Arbitration Committee, which shall meet within twenty (20) days thereafter, on notice to the alleged violator, to hear and dispose of the matter. At such hearing, the alleged violator and/or the Owner responsible for such violator, and one (1) or more members of the Compliance Committee may be present and be heard. A decision on the matter shall be made by the Arbitration Committee, by a majority vote, within ten (10) days following said hearing, and shall be promptly communicated to the alleged violator and/or the Owner responsible for such violator, in writing. If the decision of the Arbitration Committee is to uphold the determination of the Compliance Committee, the provision relating to the payment and enforcement thereof set forth in subparagraph e. above shall apply. If their decision is in favor of the alleged violator, no fine will be imposed. The decision of the Arbitration Committee shall, to the extent permitted by law, be final and binding upon all parties.

h. In the event the violator is a person other than an Owner, or member of such Owner's immediate family, copies of all notices required to be given to the violator under this Declaration, the By-Laws or the Certificate of Incorporation shall also be given to the Owner of the Lot responsible for such violator.

ARTICLE XII

GENERAL

Section 12.01. Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretations of the content thereof.

Section 12.02. Invalidity of Declaration. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

Section 12.03. Gender. The use of masculine gender herein shall be deemed to include the masculine, feminine, neuter and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 12.04. Right Reserved to Impose Additional Protective Covenants. The Sponsor reserves the right to record additional Covenants and Restrictions affecting the Property prior to the conveyance of any Lots subject to this Declaration.

Section 12.05. Notice. All notices hereunder shall be in writing, and, unless otherwise expressly provided, shall be sent by mail, by depositing same in a post office or letter box, in a postpaid sealed wrapper, addressed, if to the Board of Directors, at the Office of the Board of Directors, and if to an Owner or Mortgagee, to the address of such Owner or Mortgagee as appears on the books of the Association, and if to the Sponsor, to the address of the Sponsor as appears on the books of the Association. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received. Whenever any notice is required to be given under the provisions of this Declaration, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent of such notice.

Section 12.06. Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest, under this Declaration, to any successor not-for-profit corporation. Upon such assignment, the successor corporation shall have all the rights and be subject to all the duties of the Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the successor corporation had been an original party and all references herein to the Board of Directors shall be deemed to refer to the Board of Directors of such successor corporation. Any such assignment shall be accepted by the successor corporation under a written agreement pursuant to which the successor corporation expressly assumes all the duties and obligations of the Association. If, for any reason, the Association shall cease to exist without having first assigned its rights hereunder to a successor corporation, the Covenants and Restrictions imposed hereunder shall, nevertheless, continue and any Owner may petition a court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation to take over the duties and responsibilities of the Association, such corporation to exist, subject to the conditions provided for herein, with respect to an assignment and delegation to a successor corporation.

Section 12.07. Right of Association to Transfer Functions. Unless otherwise specifically prohibited herein, or within the Certificate of Incorporation or the By-Laws of the Association, any and all functions of the Association shall be fully transferrable in whole or in part to any other homeowners' association or similar entity.

Section 12.08. Right of a First Mortgagee to Make Payment of Charges. First Mortgagees may (i) jointly or singly pay taxes or other charges that are in default and that may, or have become, charges against the Association Property, and (ii) pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage, for the Association Property in the event of lapse of a policy.

First Mortgagees making such payments are due immediate reimbursement from the Homeowners' Association, corporation or trust.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the 26th day of January, 1990.

Gary Koncikowski
GARY KONCIKOWSKI

Victor Thomas
VICTOR THOMAS

STATE OF NEW YORK)

ss.:

COUNTY OF WARREN)

On the 26th day of January, 1990, before me personally came GARY KONCIKOWSKI and VICTOR THOMAS, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Daniel T. Sindt
Notary Public

SCHEDULE "A"

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ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Town of Lake George, Warren County, New York and being the "outbounds" of a subdivision shown on a map entitled "Map of a Subdivision to be Known as Sunnyview", map dated April 13, 1984, approved by the Town of Lake George Planning Board on April 20, 1987, filed April 22, 1987 in Folder A-59 in the Warren County Clerk's Office; the exterior boundaries of said premises is bounded and described as follows:

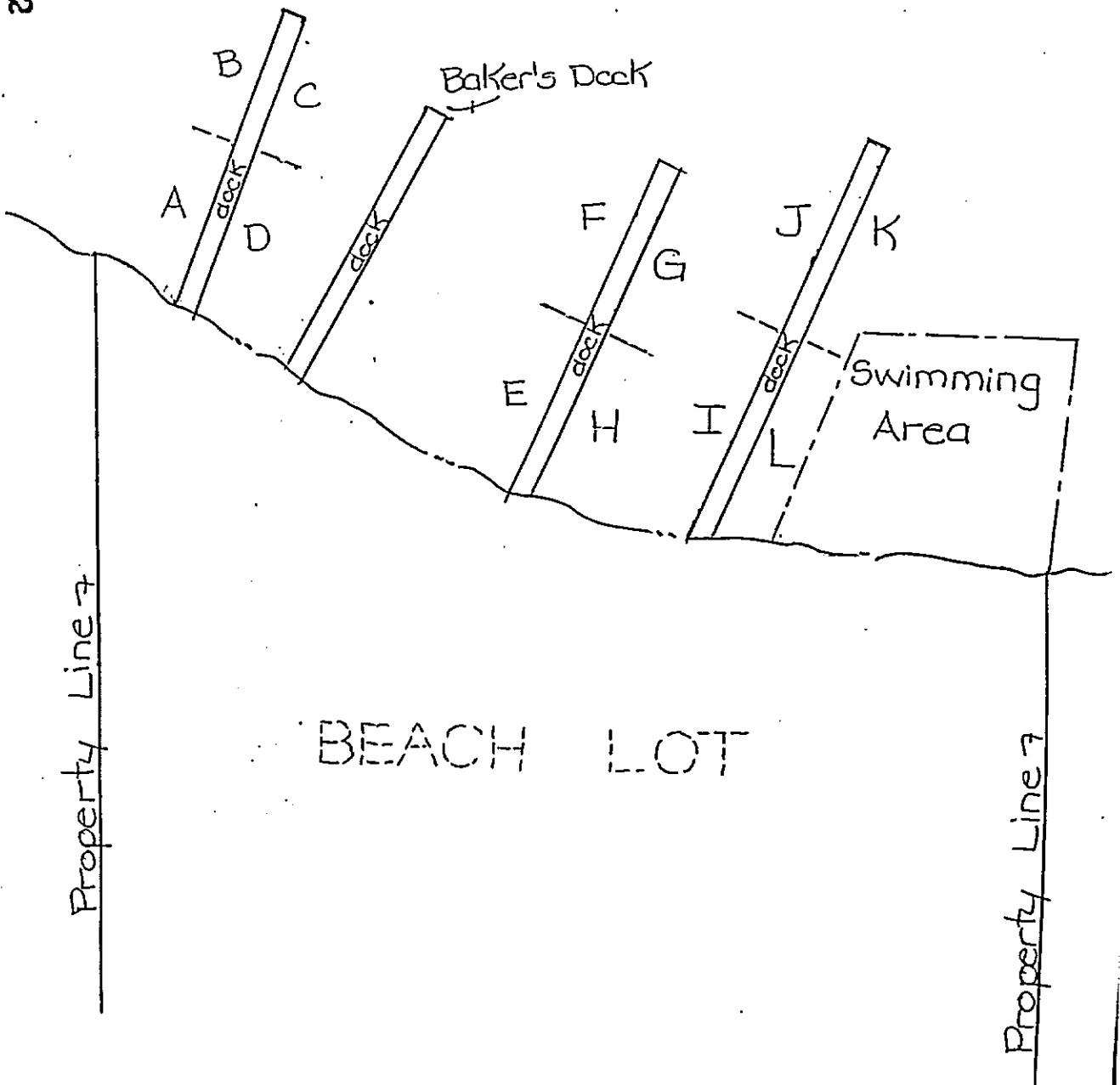
COMMENCING at a point on the easterly boundaries of Lake Shore Drive-New York State Route 9N at the northwesterly corner of Lot 1 and run thence South 57° 25' 20" East along the northerly boundary of Lots 1, 9 and 12, a distance of 655.04 feet to an angle point; continuing South 63° 12' 20" East along the northerly boundaries of Lots 12, 13 and 14, a distance of 206.84 feet to a point; running thence South 85° 25' 40" East, a distance of 215.92 feet to a point; running thence generally southerly along the shore of Lake George, a distance of 143 feet plus or minus to a point, where same is intersected by the northerly boundary of lands now or formerly of Ermiger; running thence North 82° 23' West along the northerly boundary of lands now or formerly of Ermiger, a distance of 6 feet more or less to a point; continuing on the same bearing an additional 148.00 feet to an angle point; continuing North 77° 01' West, a distance of 60.0 feet; running thence South 26° 11' 30" West along the westerly boundary of lands now or formerly of Ermiger, a distance of 100 feet to a point; running thence North 77° 01' West along the northerly boundary of lands now or formerly of Grant and along the southerly boundaries of Lot 15 and a portion of Lot 13, a distance of 240.80 feet to an angle point; continuing along the southerly boundaries of Lots 13, 11 and a portion of Lot 10, a total distance of 335.13 feet to an angle point; running thence North 69° 20' West and along the southerly boundaries of Lot 10 and Lot 5, a total distance of 404.35 feet to a point on the easterly boundary of Lake Shore Drive; running thence North 45° 15' East along Lake Shore Drive, a distance of 82.85 feet to an angle point; continuing North 36° 33' 50" East, an additional 392.12 feet to the point or place of beginning.



Sunnyview Homeowners
Association
DOCK LAYOUT

~ Lake George ~

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SCHEDULE "B"

BY-LAWS
of

SUNNYVIEW HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME, LOCATION AND MEMBERSHIP

Section 1.01 Name and Location. The name of the not-for-profit corporation, organized pursuant to the New York State Not-For-Profit Corporation Law, is Sunnyview Homeowners Association, Inc. Certificate of Incorporation was filed in the Office of the Secretary of the State of New York April 26, 1988. The Corporation (hereinafter referred to as the "Association") was organized for the purpose of taking title to the Property deeded, or to be deeded to the Association and administering the operations of the Association. The principal office of the Association shall be located in the Town of Lake George, County of Warren, State of New York.

Section 1.02. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Association and the use thereof.

Section 1.03. Personal Application. All present and future Owners, their guests, lessees, licensees, invitees and Mortgagees, and any other person having a right to use all or a portion of the Property by virtue of rights previously granted by deed and any other person who may use the facilities of the Property in any manner, are subject to these By-Laws, the Declaration and Rules and Regulations (as hereinafter defined).

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. All capitalized terms herein, which are not separately defined or denominated herein shall have the meanings given to those terms in Article I of the Declaration.

ARTICLE III

OWNERS; VOTING RIGHTS

Section 3.01. Membership in the Association. The Association shall have as Members only Owners of Lots within the Association. All Owners shall, upon becoming such, be deemed automatically to have become Members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of any of the interests described in the definition of the word "Owner" as found in Article I of the Declaration. Any person or entity holding an interest in a Lot merely as security for the performance of an obligation shall not be a Member.

Section 3.02. Voting. Each Owner shall have one or four votes as said voting rights are set forth in Section 3.04 of the Declaration. In the event that any Lot is owned by more than one person, the vote(s) shall be cast by the person named in a "Voting Owner Certificate" signed by all Owners of such Lot and filed with the Secretary of the Association. Such "Voting Owner Certificate" shall be valid until revoked by a subsequent Certificate. If such Certificate is not on file, the person first named on the deed by which title was obtained shall be the person considered the Voting Owner or Member.

A fiduciary shall be the Voting Member with respect to any Lot owned in a fiduciary capacity and a Certificate shall be filed with the Secretary.

Voting rights of any Owner delinquent in the payment of his Assessments may not be suspended.

Section 3.03. Right to Vote. At any meeting of Owners, every Voting Owner having the right to vote shall be entitled to vote in person, by mail or by a person designated by him to act as proxy on his behalf (who need not be an Owner).

Section 3.04. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the commencement of the meeting at which the same are to be used. Such proxies shall only be valid for such meeting or subsequent adjourned meetings thereof. A notation of such proxies shall be made in the minutes of the meeting.

Section 3.05. Absentee Ballot. All Absentee ballots shall be in writing and shall be filed with the Secretary prior to the commencement of the meeting at which the same are to be used. Such absentee ballots shall be valid only for such meeting or subsequent adjourned meeting thereof. A notation of such absentee ballots shall be made in the minutes of the meeting.

Section 3.06. Voting Regulations. The Board of Directors may make such regulations, consistent with the terms of the Declaration, the Certificate of Incorporation, these By-Laws and the Not-for-Profit Corporation Law of the State of New York, as it deems advisable for any meeting of the Owners in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of election, registration of Owners for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.07. Sponsor's Right to Assign its Vote. The Sponsor may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership, may take successive like assignments. Membership in the Association shall not otherwise be transferable or assignable.

ARTICLE IV

MEETING OF OWNERS

Section 4.01. Annual Meeting. Upon Transfer of Control Date, or five (5) years from the date of recording of the Declaration, whichever shall first occur, the Sponsor shall notify all Owners that the first meeting shall be held within thirty (30) days thereafter. The annual meeting of the Owners thereafter shall be held on or about the same date each succeeding year, at a time to be determined by the Board of Directors and at such place convenient to the Board of Directors adequate in size to accommodate all Owners. If such date shall be a legal holiday, the meeting shall be held on the first day following such date which is not a legal holiday. Failure to hold an annual meeting at the designated time shall not terminate the Association's existence or otherwise affect valid acts of the Association. At such meeting, the Owners shall elect the Board of Directors in accordance with the provisions of Section 5.03 hereof and may transact such other business as may properly come before them.

Section 4.02. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners if so directed by resolution of the Board of Directors or upon a petition presented to the Secretary, signed by not less than forty percent (40%) of the Authorized Votes. 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 4.03. Notice of Meetings. It shall be the duty of the Secretary to mail by first class, postage prepaid, a notice of each

annual or special meeting of the Owners at least ten (10), but not more than twenty (20) days, prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at such address as such Owner shall have designated by notice in writing to the Secretary if other than his Lot, and to all Mortgagees of Lots who have requested the same. Notwithstanding the foregoing, 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 (30) days but not more than fifty (50) days prior to such meeting. The mailing of a notice of meeting shall be in the manner provided in this Section and shall be considered service of notice.

Section 4.04. Waiver of Notice. Whenever, under any provisions of these By-Laws, the Declaration, any agreement or instrument, or law, the Association, the Board of Directors or any committee is authorized to take any action after notice to any person, or after the lapse of a prescribed period of time, such action may be taken without notice and without the lapse of such period of time, if at any time before or after such action is completed, the person entitled to such notice or entitled to participate in the action to be taken, or in the case of an Owner, by his duly authorized attorney-in-fact, submit a signed waiver of notice of such requirement. The attendance of an Owner at a meeting, in person, by mail or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall also constitute a waiver of notice by such Owner.

Section 4.05. Waiver and Consent. Wherever the vote of Owners at a meeting is required or permitted by any provision of the Declaration, these By-Laws or by law to be taken in connection with any action of the Association, the meeting and vote of the Owners may be dispensed with if all Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 4.06. List of Owners. A list of Voting Owners and all Owners, as of a request date, certified by the corporate officer responsible for its preparation, shall be produced at any meeting of Owners upon the request thereat, or prior thereto, of any Owner. If the right to vote at any meeting is challenged, the inspectors of election, or person presiding thereat, shall require such list of Owners to be produced as evidence of the right of the persons challenged to vote at such meeting. All persons who appear from such list to be Owners entitled to vote thereat, may vote at such meeting.

Section 4.07. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Owners having forty percent (40%) of the total Authorized Votes of all Owners shall constitute a quorum at all meetings of the Owners. If, however, such quorum shall not be present or represented at any meeting of Owners, the Owners entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called.

Section 4.08. Majority Vote. Members of the Board of Directors elected at any meeting of the Owners shall, except as otherwise provided by law, or these By-Laws, be elected by a plurality of votes cast. All other actions shall be taken by vote of Owners by a majority of Authorized Votes cast at a meeting at which a quorum shall be present or represented by proxy, except where a higher percentage vote, or other vote, is required by the Declaration, these By-Laws or by law. The term "majority of Owners" shall mean those Voting Owners having more than fifty-one percent (51%) or more of the total Authorized Votes cast in person, by mail or by proxy and voting at any meeting of Owners determined in accordance with the provisions of Section 3.02 of these By-Laws.

Section 4.09. Inspectors of Election. The Board of Directors, in advance of any meeting of Owners, may appoint two (2) or more persons, who need not be Owners, to act as inspectors of election at such meeting or any adjournment thereof. If inspectors of election are not so appointed prior to the meeting, the person presiding at such meeting may appoint two (2) or more inspectors of election. In case any person appointed fails to appear or act, the vacancy may be filled in advance of the meeting by the Board of Directors or at any meeting by the person presiding thereat.

The inspectors of election shall: (i) determine the Owners entitled to vote at the meeting; (ii) determine the existence of a quorum and the validity and effect of proxies; (iii) receive ballots or determine votes or consents; (iv) hear and determine any challenges or questions arising in connection with any Owner's right to vote; (v) count and tabulate all votes, ballots or consents and determine the result thereof; and (vi) do such other acts as may be proper to conduct an election or vote with fairness to all Owners.

Section 4.10. Order of Business at Meetings. The order of Business at all meetings of the Board of Directors or owners shall follow Roberts Rules of Order and be as follows:

- a. Roll Call
- b. Proof of Notice of Meeting
- c. Reading of Minutes of Preceding Meeting
- d. Reports of Officers
- e. Reports of Board of Directors
- f. Reports of Committees
- g. Election of Inspectors of Election (when so required)
- h. Election of Members of the Board of Directors (when so required)
- i. Unfinished Business
- j. New Business

ARTICLE V

BOARD OF DIRECTORS

Section 5.01. Number and Qualifications of Directors.

a. The business and affairs of the Association shall be managed by a five (5) member Board of Directors. The Board shall initially consist of three (3) persons designated by the Sponsor. Within thirty (30) days after the transfer of title to thirty percent (30%) of all lots, two (2) persons shall be elected by Owners other than the Sponsor. These five (5) members will serve until the first annual meeting.

The first meeting of the Board of Directors will be held within six (6) months of the date of transfer of title to the first Lot, officers will be elected at such meeting and the By-Laws adopted.

b. Successors to this Board of Directors shall be elected by Owners at the first annual meeting of Owners, which shall be held within thirty (30) days after Transfer of Control Date, or five (5) years from date of recording of the Declaration whichever first occurs. Three (3) of such elected Directors shall serve for a term of two (2) years and two (2) for a term of one (1) year or until their successors are elected. Thereafter the term of office shall be for two (2) years.

c. Until the Transfer of Control Date, the Sponsor shall have the right to elect or appoint a majority of the members of the Board of Directors but, if the Sponsor exercises this right, Sponsor may not vote for the other members of the Board. After the Transfer of Control Date, the Sponsor shall have no further right to elect or appoint any members of the Board of Directors. Members of the Board of Directors elected or appointed by the Sponsor shall serve for a term of one (1) year.

d. All elected Directors shall be: (i) Owners; (ii) spouses of Owners; (iii) Mortgagees; (iv) members or employees of a partnership Owner or Mortgagee; (v) officers, directors, shareholders, employees or agents of a corporate Owner or Mortgagee; (vi) fiduciaries or officers, agents or employees of such fiduciaries; or (vii) designees of the Sponsor.

Section 5.02. Nominations.

a. Nominations for election to the Board of Directors shall be made by the Nominating Committee. Nominations may also be made from the floor at the annual meeting of Owners, or by write-in.

b. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its sole discretion, determine, but not less than the number of vacancies that are to be filled by the votes of Owners as provided in Section 5.03. hereof.

Section 5.03. Election and Term of Office.

a. At the first annual meeting of Owners, subject to the right of the Sponsor to elect or appoint Director(s) as provided in Section 5.01 hereof, a new Board of Directors shall be elected.

b. At each annual meeting thereafter, the Owners shall replace those Directors whose terms have expired and elect such successor Directors for terms of two (2) years. Voting shall be by secret written ballot which shall: (i) set forth the number of vacancies to be filled; (ii) set forth the names of those nominated by the Nominating Committee to fill such vacancies; and (iii) contain space for nominations from the floor and write-ins for each vacancy.

Section 5.04. Vacancies. Vacancies in the Board of Directors caused by any reason, other than the removal of a member thereof by a vote of the Owners, shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board of Directors 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. Each person so elected shall be a member of the Board of Directors until the next annual meeting of the Owners or until a successor is elected. Notwithstanding the foregoing, if the vacancy occurs with respect to any Director not designated by the Sponsor, the successor shall be an Owner independent of the Sponsor and further, if the vacancy occurs with respect to any member of the Board of Directors designated by the Sponsor, the Sponsor shall have the sole right to choose the successor to fill the unexpired portion of the term of such Director.

Section 5.05. Resignation. A member of the Board of Directors may resign at any time by giving written notice to the Board, or to the President or Secretary of the Association. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Board, President or Secretary, as the case may be, and acceptance of the resignation shall not be necessary to make it effective.

Section 5.06. Removal. At any regular or special meeting of Owners, meeting of Owners, and one (1) or more of the members of the Board elected by the Owners may be removed with or without cause by a majority of the Owners other than the Sponsor and a successor may then and there or thereafter be elected by the Owners to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Members of the Board of Directors elected or appointed by the Sponsor may be removed with or without cause only by the Sponsor, and then and there, or thereafter, be replaced by the Sponsor.

Section 5.07. Compensation. Directors shall not receive any compensation or salary for their services as Directors. However, any Director may be reimbursed for his actual reasonable expenses incurred in the performance of his duties providing prior approval has been granted by resolution of the Board of Directors. A Director who serves the Association in any other capacity, however, may receive compensation therefore, if otherwise entitled to compensation, providing prior approval has been granted by resolution of the Board of Directors.

Section 5.08. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly at such places and at such times convenient to the Directors, as may be designated from time to time, by resolution of the Board of Directors. Should such meeting date fall on a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of regular meetings shall be given to each Director personally, or by mail, at least fourteen (14) days prior to the date set for such meeting. Any owner wishing to address the Board at any such meeting shall notify the Secretary at least five (5) days in advance of the meeting, and indicate the subject to be addressed.

Section 5.09. Special Meetings. Special meetings of the Board of Directors may be called at any time at the request of the President or any two (2) Directors upon not less than ten (10) days notice to each Director either personally, or by mail, which notice shall specify the time, place and purpose of the meeting. The person or persons authorized to call such special meeting of the Board may fix any time and place convenient to the Directors as the time and place for holding such meeting.

Section 5.10. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a member of the Board of Directors at any special meeting of the Board, without protesting prior to the conclusion of the meeting the lack of notice, shall constitute a waiver of notice by him of the time and place thereof. If all members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5.11. Quorum and Voting. At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which it is provided otherwise by statute, by the Certificate of Incorporation, the Declaration or these By-Laws, a vote of a majority of such quorum at a duly constituted meeting shall be sufficient to pass any measure. In the absence of a quorum, the Directors present may adjourn the meeting from time to time by a majority vote and without further notice, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted as originally called.

Section 5.12. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting, provided a written consent to such action is signed by all members of the Board of Directors or all members of such committee, as the case may be, provided, further, such written consent is filed with the minutes of proceedings of the Board or committee.

Section 5.13. Powers and Duties. The Board of Directors may exercise all the powers of the Association, except such as are conferred upon or reserved to the Owners by statute, the Certificate of Incorporation, the Declaration or these By-Laws. The powers, duties and authority of the Board of Directors shall specifically include, but shall not necessarily be limited to, the following:

- a. to establish and maintain such bank accounts as may be required for the operation of the Association;
- b. to determine, levy and collect Assessments, and expend such Assessments for the maintenance, care, repair, replacement and operation of the Property of the Association;
- c. to operate, maintain, repair and replace the Association Property;
- d. to procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees; to procure and maintain adequate hazard insurance on such of the Association's real and personal properties as it deems appropriate, and multiperil insurance on all of the 15 residential lots, as may be provided in the Declaration;
- e. as required by these By-Laws, to repair, restore or alter the properties of the Association and any dwelling on any of the 15 residential lots after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- f. to employ and terminate the employment of employees, independent contractors and professionals to purchase supplies and equipment, enter into contracts and generally have the powers have the powers of manager in connection with the matters herein set forth. Any contracts entered into shall be terminable by the Board upon not more than ninety (90) days notice without penalty;
- g. to adopt and publish rules and regulations governing the uses of Association Property and facilities, and the personal conduct of the Owners, lessees and their guests thereon, and establish penalties for infractions thereof;
- h. to collect delinquent Assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from owners for violations of the provisions of the Declaration, these By-Laws or any rules or regulations of the Association;
- i. to file such federal, state or other tax returns on behalf of the Association as it deems necessary or desirable and to pay any and all taxes owing by the Association;
- j. to declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors;
- k. to keep a complete record of the actions of the Board of Directors and the corporate affairs of the Association and to present a statement thereof to the Owners at the annual meeting of Owners;
- l. to issue, or cause to be issued upon demand by any person or their representative, an "Assessment Certificate", as provided in the Declaration, setting forth the status of payment of Assessments on any Lot, and an "Architectural Compliance Certificate" setting forth compliance with architectural standards of any dwelling on any of the 15 residential lots, as provided in the Declaration;
- m. to receive, by way of deed or gift, and hold any property of a real or personal nature;
- n. to purchase, or otherwise acquire, any real property upon the affirmative vote of not less than sixty percent (60%) of the Authorized Votes cast at any regular or special meeting thereof;
- o. to sell, lease or mortgage any real property belonging to the Association upon the affirmative vote of not less than sixty percent (60%) of the Authorized Votes cast at any regular or special meeting thereof;

p. to exercise the rights and powers set forth in Article IV of the Declaration;

q. to exercise for the Association all powers, duties and authority vested or delegated to the Association and not reserved to the Owners by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration; and

r. to establish such committees as the Board of Directors deems necessary, or are required by the Declaration or these By-Laws, for the operation of the Association and the enhancement of the Property.

Notwithstanding anything to the contrary contained in these By-Laws, until the Transfer of Control Date, the Board of Directors may not, without the Sponsor's written consent, which consent shall not be unreasonably withheld, (i) except for necessary repairs, alterations, additions or improvements required by law or by any government agency or Board of Fire Underwriters, make any addition, alteration or improvements to the Association Property; or (ii) levy any Assessment for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to the amount of the reserve set forth i: the initial budget, except as may be necessary for any improvement no. in existence or owned by the Association at the time of the establishment of the initial budget; or (iii) hire any employee in addition to the employees, ii any, provided for in the initial budget of the Association, except as may be necessary to maintain the quantity or quality of service or maintenance of the Property; or (iv) enter into any maintenance contract for work not provided for in the initial budget of the Association, except for the maintenance of any improvement not in existence or not owned by the Association at the time of recording the Declaration; or (v) borrow money on behalf of the Association; or (vi) reduce the quantity or quality of service or maintenance of the Property.

Section 5.14. Managing Agent and Manager. The Board of Directors may employ for the Association a Managing Agent and/or a manager at a compensation established by the Board of Directors to perform such duties and services as the board of Directors shall authorize, other than the powers set forth in Subsections a, b, d, h, j, m, n, o, p, q and r in Section 5.13 of these By-Laws. Any contract entered into wit a Managing Agent shall provide that: (i) the Managing Agent shall carry his own liability insurance in such amounts as the Board shall deem adequate and which shall include the Association as Obligee; (ii) that the Managing Agent shall provide fidelity bonding for himself an his employees in the same amount as required of the Board of Directors, which shall include the Association as Obligee; and (iii) provide that such contract may be terminated by the Association without penalty upon not less than ninety (90) days written notice. Such management agreement shall be for a term of more than one (1) year and no such management agreement shall be renewable without the consent of both parties.

The Association will indemnify the Managing Agent against liability for acts properly performed by the Agent pursuant to the Agreement, but such indemnification will not be insured.

Section 5.15. Indemnification of Officers and Directors. Every Director and Officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by, or imposed upon, such Director or Officer in connection with any proceeding to which such Director or Officer may be a party, or in which such Director or Officer may become involved by reason of being or having been a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is guilty of willful misfeasance or malfeasance in the performance of duties, provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement as being in the best interests of the Association.

The foregoing right of indemnification shall be in addition to, and shall not be exclusive of, any rights to which each such Director or Officer may otherwise be entitled. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of law, or the Declaration, or these By-Laws. It is intended that the Board of Directors shall have no liability with respect to any contracts made by it on behalf of the Association.

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ARTICLE VI

OFFICERS

Section 6.01. Officers. The Officers of the Association shall be the President (who shall be a member of the Board of Directors), one (1) or more Vice Presidents (the number thereof to be determined by the Board of Directors), the Secretary and the Treasurer.

Section 6.02. Election. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Owners.

Section 6.03. Term and Vacancies. The Officers of the Association shall be elected annually by the Board of Directors and each shall hold office until his successor shall have been duly elected, unless he shall sooner resign, or shall be removed or otherwise be disqualified to serve. The vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 6.04. Resignation and Removal. Any Officer may be removed by the Board of Directors, with or without cause, whenever, in the judgment of the Board, the best interests of the Association will be served thereby. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.05. President. The President shall be the chief executive officer, shall supervise the work of the other officers, shall preside at all meetings of Owners, and if there is no Chairman of the Board, shall preside at all meetings of Directors, and shall perform such other duties and functions as are usually vested in the office of the President of a not-for-profit corporation. The President may not also serve simultaneously as Secretary or Treasurer.

Section 6.06. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also perform such other duties as shall, from time to time, be assigned to him by the Board or the President.

Section 6.07. Secretary. The Secretary shall cause notices of all meetings to be served as prescribed in these By-Laws, shall record the votes and keep the minutes of all meetings, shall have charge of the seal, if any, and corporate books and records of the Association, and the book of Mortgagees of Lots within the Association, and shall perform such other duties as are incident to the office of Secretary of a not-for-profit corporation, and as may be required of him by the Board or the President. The Secretary may serve simultaneously as Treasurer.

Section 6.08. Treasurer. The Treasurer shall have the custody of all monies and securities belonging to the Association and shall

be responsible for keeping full and accurate records and books of account, showing all receipts and disbursements, necessary for preparation of required financial reports. He shall account to the President and the Board, whenever they may require it, with respect to all of his transactions as Treasurer and of the financial condition of the Association, and shall in general perform all other duties incident to the office of Treasurer of a not-for-profit corporation. The Treasurer may serve simultaneously as Secretary.

Section 6.09. Other Officers. The Board of Directors may elect such other officers as it shall deem desirable. Such officers shall have the authority and shall perform such duties prescribed from time to time by the Board of Directors.

Section 6.10. Agreements, Contracts, Deeds, Checks and Other Instruments. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two (2) officers of the Association, or, except as otherwise provided in Section 8.01 hereof, by such other person or persons as may be designated by the Board of Directors.

Section 6.11. Compensation of Officers. No officer shall receive any compensation from the Association for acting in his capacity as an officer. However, any officer may be reimbursed for his actual reasonable expenses incurred in the performance of his duties as an officer providing prior approval has been granted by resolution of the Board. An officer who serves the Association in any other capacity, however, may receive compensation therefor if otherwise entitled to compensation, providing prior approval has been granted by resolution of the Board of Directors.

ARTICLE VII

COMMITTEES

Section 7.01. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association provided, however, that no such committee shall have the authority of the Board of Directors to approve an Amendment to the Certificate of Incorporation of the Association, the Declaration or to these By-Laws or to plan a merger or consolidation or establish Assessments.

Section 7.02. Committees of Owners. The committees of the Association shall be the Architectural Committee, the Nominating Committee and such other committees as the Board of Directors shall deem desirable. Each committee shall consist of a Chairman and two or more Owners, except that the Nominating Committee need not include a member of the Board of Directors.

Section 7.03. Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee, or with rules adopted by the Board of Directors.

ARTICLE VIII

FINANCE

Section 8.01. Checks. All checks, drafts and orders for payment of money, notes and other evidences of indebtedness, issued in the name of the Association shall be signed by two (2) Officers of the Association.

Section 8.02. Fiscal Year. The fiscal year of the Association shall be the twelve (12) calendar months, ending at such time as may be deemed appropriate by the Board of Directors.

Section 8.03. Annual Report. An annual report of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all Owners, and to all Mortgagees of Lots who have requested the same. In the event that any substantial irregularities or any defalcation shall be uncovered in the course of any such review, such matters shall be promptly reported to each member of the Board of Directors, and to the Owners. In addition, when called for by a vote of the Owners at any special meeting of the Owners, the Board of Directors shall furnish to the Owners a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and a profit and loss statement regarding any taxable income attributable to the Owners.

The cost of the annual report and other services required by this Section 8.03 shall be levied by the Board of Directors as an Assessment.

ARTICLE IX

BOOKS, RECORDS AND LEGAL DOCUMENTS

Section 9.01. Books and Records. The Declaration, these By-Laws, Certificate of Incorporation and other books and records and papers of the Association, or copies, shall, during reasonable business hours, upon reasonable notice, be subject to inspection by any Owner or agent of an Owner or Mortgagee, at the principal office of the Association. The Board of Directors may furnish copies of such documents to such parties and may charge reasonable fees to cover the cost of furnishing such copies.

Section 9.02. Separate Account for Capital Reserve Funds. Any funds of the Association collected or designated as reserves for the replacement of capital items shall be segregated from all other funds of the Association in one (1) or more separate accounts. This shall not preclude the Association from segregating other portions of its funds in separate accounts for a specific purpose (e.g., reserves for non-capital items) or otherwise.

ARTICLE X

CORPORATE SEAL OPTIONS

Section 10.01. Corporate Seal Optional. The Association, if the Board of Directors so chooses, shall have a corporate seal.

ARTICLE XI

AMENDMENTS

Section 11.01. Amendments. Except as herein provided otherwise, these By-Laws may be modified, altered, amended or added to at any duly called meeting of Owners in the same manner as the Declaration.

Until Transfer of Control Date, the prior written consent of the Sponsor shall be required for any amendment which adversely affects a substantial interest or right of the Sponsor (as determined by the Sponsor in its sole judgment) to become effective, which consent may not be unreasonably be withheld.

ARTICLE XII

RULES AND COMPLIANCE AND ARBITRATION

Section 12.01. Compliance with Rules of the Association Pursuant to These By-Laws. Should any Owner, member of his family, his employees, guests, lessees, licensees or other invitees fail to comply with any of the provisions of these By-Laws or the rules and regulations, and as such may be amended from time to time, the procedures set forth in the Declaration shall be followed to obtain compliance.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. Except as otherwise provided herein, all notices hereunder shall be in writing and sent by mail by depositing same in a post office or letter box in a postpaid sealed wrapper, addressed, if to go to the Board of Directors, at the office of the Board of Directors, and if to go to an Owner or Mortgagee, to the address of such Owner or Mortgagee as appears on the books of the Association. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received. Whenever any notice is required to be given under the provisions of the Declaration or these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed the equivalent of such notice.

Section 13.02. No Waiver for Failure to Enforce. 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 13.03. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the masculine, feminine or neuter and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 13.04. 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 13.05. Severability. Should any part of these By-Laws be deemed void or become unenforceable at law or in equity, the validity, enforceability or effect of the balance of these By-Laws shall not be impaired or affected in any manner.

Section 13.06. Conflict with Certificate of Incorporation or the Declaration. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

THE FOREGOING have been adapted as the By-Laws of Homeowner's Association, Inc., a corporation organized pursuant to the New York State Not-for-Profit Corporation Law, at the first meeting of the Board of Directors.

IN WITNESS WHEREOF, we being all of the Directors of SUNNYVIEW
HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this
26th day of January, 1990.

GARY KONCIKOWSKI
GARY KONCIKOWSKI, President

Daniel T. Smith
DANIEL T. SMITH, Vice-President

VICTOR THOMAS
VICTOR THOMAS, Secretary/Treas.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary/Treasurer of
SUNNYVIEW HOMEOWNERS ASSOCIATION, INC., a New York corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of
said Association, as duly adopted at a meeting of the Board of
Directors thereof, held on the 26th day of January, 1990,
1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed the seal of said Association this 26th day of
January, 1990.

VICTOR THOMAS
VICTOR THOMAS

FEB 5 4 09 PM '90

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CLERK
CARYL H. CLARK
CLERK