

**DECLARATION OF RESTRICTIONS  
HOMESTEAD VILLAGE AT THE GLEN LLC**

MADE BY: HOMESTEAD VILLAGE AT THE GLEN, LLC  
3209 Vestal Parkway East  
Vestal, N.Y. 13850

DATED: July 30, 2007

## DECLARATION OF RESTRICTIONS

### HOMESTEAD VILLAGE AT THE GLEN, LLC

DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, by Homestead Village at the Glen LLC, a New York LLC, having its principal office at 3209 Vestal Parkway East, Vestal, N.Y. 13850, hereinafter referred to as "Developer".

### R E C I T A L S

Developer is the owner of the real property described in Article II of this Declaration which the Developer desires to develop into a residential community to be known as Homestead Village at the Glen.

Developer desires to provide for the preservation of the values and amenities in the community, and, to this end, desires to subject the real property described in Article II to the covenants, conditions, restrictions and easements, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof.

Developer desires that such real property be subdivided into Lots upon which are or will be, constructed residential dwelling units, which Lots and units will be individually owned.

NOW, THEREFORE, the Developer, for itself, its successors and assigns, declares that the real property described in Section 2.01 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and easements, (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

### ARTICLE I

#### DEFINITIONS

Section 1.01. Definitions. The following words or phrases used in this Declaration or in any instrument supplemental to this Declaration, shall, unless the context otherwise prohibits, have the following meanings:

1. "Declaration" shall mean and refer to this document as it may from time to time be supplemented, extended or amended in the manner provided for herein.
2. "Developer" shall mean and refer to Homestead Village at the Glen LLC, its successors and assigns.
3. "Lot" shall mean and refer to any portion of the Property subject to this Declaration and shown as a separate Lot upon any recorded or filed subdivision map.
4. "Owner" shall mean and refer to the holder or holders of record title of the fee interest in any Lot or Unit, whether or not such holder actually resides in such unit or on such Lot.

5. "Property" shall mean and refer to all properties which are subject to this Declaration.
6. "Unit" shall mean and refer to each completed townhouse unit (as evidenced by a Certificate of Occupancy issued by the Town of Union) including garage, situated upon the Property.

## 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 Union, County of Broome and State of New York, all of which property shall be hereinafter referred to as the "Property", and is described in Schedule A attached hereto.

## ARTICLE III

### PROPERTY RIGHTS AND EASEMENTS

Section 3.01. Easement for Encroachments. Each Lot or Unit shall be subject to an easement for encroachments created by construction, settling and overhangs of the townhouses, garages or other improvements as designed or constructed. The easement for encroachments and for the maintenance of same shall continue as long as they stand and exist.

Section 3.02. Rights of Developer. With respect to the Property, and in addition to the rights reserved in Section 3.03 below, the Developer shall have the right, until the completion of all Units to be constructed on the Property or in related subdivisions or offerings to:

1. Operate a sales center and to have prospective purchasers and others visit such sales center; and
2. Grant to itself or to others such other easements and rights-of-way as may be reasonably needed for the orderly development of the Property.

The easements, rights-of-way and other rights reserved herein shall be permanent, run with the land and be binding upon and inure to the benefit of the owners, the Developer and their successors and assigns.

Section 3.03. Common Utility and Conduit Easement. All pipes, wires, conduits and public utility lines and cable television lines located on each Lot or within any Unit shall be owned by the Owner of such Lot or Unit. Every Owner shall have an easement in common with the Owners of the other Lots or Units to maintain and use all pipes, wire, conduits, drainage areas and public utility lines and cable television lines located on other Lots or within other Unit's and servicing such Owner's Unit or Lot. Each Lot and Unit shall be subject to an easement in favor of the Owners of other Lots and Units to maintain and use the pipes, wires, conduits,

drainage areas and public utility lines and cable television lines servicing, but not located on, such other Unit or Lot.

Section 3.04. Environmental Considerations. In carrying out its responsibilities in enforcing the provisions of this Declaration, and in particular the provisions of Articles IV and VI herein, the Architectural Committee 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 adverse environmental impact of its activities or take affirmative action to improve the quality of the environment.

Section 3.05. Detention Pond Maintenance.

- a) The Developer and each of the respective Lot Owners are subject to the terms and provisions of the Homestead Village Subdivision Storm Water Prevention Plan approved by the Town of Union Engineer and made part of the final Subdivision approval granted by the Town of Union on May 18, 2006. The Storm Water Prevention Plan requires the construction and maintenance of two (2) detention ponds, integral parts of this Plan, located on 4101 Watson Boulevard, land currently owned by the Developer. The Plan requires that the Developer and/or Lot Owners continue to own the ponds and be responsible for continuing maintenance of the detention ponds. In the event that the Developer and/or Lot Owners fail to perform the required maintenance after written notice to cure issued by the Town of Union, the necessary maintenance shall be provided by the Town of Union. Any costs, expenses or charge for this maintenance by the Town of Union shall be paid by the Developer and/or Lot Owners of the Property on an equal, pro rata basis, and if not so paid by the Developer and/or a Lot Owner within sixty (60) days of invoicing by the Town of Union, the Town of Union shall add said charge to the individual Lot Owner's real estate tax bill.
- b) The Developer and Lot Owners do hereby grant and release unto the Town of Union an access easement to enter upon the Property for the sole purpose of maintaining the detention ponds, if necessary.

The Developer and Lot Owners reserve the right to use and enjoy the Property.

The Town of Union shall repair any damage done to the Property caused by the Town of Union, its agents, employees, contractors, invitees, guests, or any other party performing any work or services in connection with the access and maintenance easement granted herein and will cause the prompt restoration of the Property to a condition fully equal to that existing before said damage occurred, including but not limited to removal of all debris, material and equipment and leave the Property in a neat and presentable condition. The Town of Union covenants and agrees to perform its use, operation, maintenance, and/or repair of the access and maintenance easement necessary, in such a manner so as to minimize interference with the Property.

The Town of Union has the right to enforce any of the terms and conditions contained in this Section 3.05.

## ARTICLE IV

### ARCHITECTURAL CONTROLS

Section 4.01. Control by Architectural Committee. After transfer of title by the Developer to any Unit, enforcement of those provisions of the Declaration pertaining to exterior appearance of the Property and control over any change in use or any additions, modifications or alterations to any exterior improvement on said Lot or to said Unit or other portion of the Property shall be the responsibility of the Architectural Committee as provided in Section 4:02 herein. For the purposes of this Article, an alteration shall include, but not be limited to, the following:

1. Change of color of exterior paint or stain or roofing;
2. Any addition or removal of a portion of a structure;
3. Changes to windows, doors, screens and fireplace chimneys;
4. Changes to the initial planting of landscaping; trees, bushes and the like.
5. Any addition or removal of fences, decks or porches.
6. Removal and replacement of sidewalks, driveways and patios.

Section 4.02 Composition and Function of Architectural Committee. The Architectural Committee shall (i) approve all proposed additions, modifications or alterations to any improvement or any proposed change in the use of a Lot or Unit or any other portion of the Property after transfer of title to such Lot or Unit or other portion of the Property and (ii) enforce those provisions of the General Covenants and Restrictions set forth in Article VI. The Architectural Committee shall initially be-composed of the Developer. The Developer has the right to enlarge the committee and/or appoint a successor or successors at any time.

Section 4.03. Submission of Plans to Architectural Committee. After transfer of title to any Lot or Unit or other portion of the Property by the Developer, no exterior addition, modification or alteration shall be made on or to such Lot or Unit 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, have been submitted to, and reviewed and approved by, the Architectural Committee. The Architectural Committee may charge and collect a reasonable fee for the examination of plans submitted for approval.

Section 4.04. Basis for Disapproval of Plans by Architectural Committee. The Architectural Committee may disapprove any plans submitted pursuant to Section 4.03 herein for any of the following reasons:

1. Failure of such plans to comply with protective covenants, conditions and restrictions contained in the Declaration and which benefit or encumber the Unit or other portion of the Property;
2. Failure to include information in such plans as requested;
3. Objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation,

colors or color scheme, finish, proportion, style of architecture, proposed parking;

4. Incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity;
5. Failure of proposed improvements to comply with any zoning, building, health or other governmental laws, codes; ordinances, rules and regulations; and
6. Any other matter which, in the judgment and sole discretion of the Architectural Committee, would render the proposed improvements, use or uses, inharmonious or incompatible with the general plan of improvement of the Property or portion thereof, or with improvements or uses in the vicinity.

Section 4.05. Approval of Architectural Committee. Upon approval or qualified approval by the Architectural Committee of any plans submitted pursuant to Section 4.03 herein, the Architectural Committee shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record (together with such qualifications or conditions, if any) and, if requested by the applicant shall provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or Unit or portion of the Property shall be final as to such Lot or Unit or portion of the Property and such approval may not be revoked or rescinded thereafter provided (i) the improvement or uses approved are not substantially changed or altered; (ii) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in the Declarations which benefit or encumber the Lot or unit or portion of the Property, (iii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulations, zoning, building, health or other code or ordinance; and (iv) that prior to the start of any work, the Architectural Committee is advised of the date work is to start, is provided with the name of the contractor or contractors doing the work and receives evidence of liability and worker's compensation insurance currently in force from each contractor or contractors. No work may be performed on the property without evidence of insurance. Approval of any plans for use in connection with any Lot or Unit or portion of the Property shall not be deemed a waiver of the right of the Architectural Committee to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or Unit or portion of the Property.

Section 4.06. Written Notification of Disapproval. In any case where the Architectural Committee disapproves any plans submitted hereunder, the Architectural Committee 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 4.04 herein. In any such case, the Architectural Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 4.07. Failure of Committee to Act. If any applicant has not received notice of the Architectural Committee approving or disapproving any plans within forty-five (45) days after submission thereof, said applicant may notify the Committee in writing, of that fact. Such notice shall be sent by certified mail, return receipt requested to the Architectural Committee. The plans shall be deemed approved by the Committee not later than the later of:

1. fifteen (15) days after the date of receipt of such second notice, if such second notice is given; or
2. ninety (90) days after the date the plans were originally submitted.

Section 4.08. Committee's Right to Promulgate Rules and Regulations. The Architectural Committee may, from time to time, promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to the approval or disapproval of certain types of alterations, additions or modifications to improvements, or uses, provided, however, that no such rule or regulation shall be deemed to bind the Architectural Committee to approve or disapprove any plans submitted for approval, or to waive the exercise of the Committee's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of the Declaration, or any applicable governmental law, code, ordinance, rule or regulation.

Section 4.09. Delegation of Functions. The Architectural Committee may authorize its staff subcommittees, or individual members of the Architectural Committee to perform any or all of the functions of the Committee as long as the number and identity of such staff or members, the functions and scope of authority have been established by a resolution of the entire Architectural Committee. The approval or disapproval of plans by the staff members, individual member or subcommittee will be subject, however, to the reasonable review of the Architectural Committee, in accordance with procedures to be established by the Committee.

Section 4.10. Liability of Architectural Committee. No action taken by the Architectural Committee or any member, subcommittee, employee or agent hereof, 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 Lot or Unit or other portion of the Property. Neither 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, member or any other person, in connection with any submission of plans, or the approval or disapproval thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person or other entity submitting plans to the Architectural Committee agrees, by submission of such plans, that no action or suit will be brought against the Architectural Committee (or any member, subcommittee, employee or agent thereof) in connection with such submission.

## ARTICLE V

### PARTY WALLS

Section 5.01. Party Walls. Each wall which is built as part of the original construction of the Unit's, whether or not such wall is on the dividing line between two adjacent Lots, and which serves as the exterior limit of buildings on two adjacent Lots, shall be considered a Party Wall.

Section 5.02. Maintenance of Party Walls. Each Unit Owner whose Unit containing party wall shall have an easement to enter upon the Unit with which the party wall is shared to effect necessary repairs or maintenance of such party wall. Each Owner shall be responsible for the ordinary maintenance and repair of such Owner's respective side of a party wall. If it shall become necessary to make substantial repairs to, or rebuild, a party wall, the cost of such repairing or rebuilding shall be borne equally by the two owners who share such wall.

In any event, where it is necessary for a Unit Owner (or said owner's authorized employees, contractors, or agents) to enter upon a Unit owned by another for purposes of maintaining a party wall, such right shall be exercised upon reasonable notice to the adjoining Owner, shall be limited to reasonable times and shall be exercised so as not to unreasonably impair the right of the adjacent Owner to the use and quiet enjoyment of said adjacent Unit, except in emergency situations.

Section 5.03. Exposure of Wall. An Owner who, by negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by such elements.

Section 5.04. Materials Used. If and when any party wall is repaired or rebuilt, it shall stand upon the same place and be of the same or similar materials as the original wall.

Section 5.05. Destruction of Party Wall. In the event of destruction of a party wall by fire or other casualty, to the extent that such damage is not repaired out of the proceeds of the insurance covering the hazard, the Owner of any Unit which used the wall may restore it. The Owner who undertakes such restoration shall be entitled to a fifty percent contribution from the Owner of the other Unit who shares such wall. Such right to contribution shall not be construed, however, to limit in any degree, the right of an Owner to seek a greater contribution if so entitled under the law of the State of New York regarding liability for negligent or willful acts or omissions.

Section 5.06 Encroachments or Projections. If any Unit encroaches or projects upon or over any other Unit or Lot as a result of: (i) construction; (ii) settling or shifting; or (iii) replacement as a result of fire, condemnation, eminent domain proceedings or proceedings of similar import and effect, such encroachments or projections shall be permitted and valid easements for such encroachments or projections and the maintenance thereof shall exist so long as such improvements shall stand.

Section 5.07. Party Wall Rights Run with the Land. The rights of support, quiet enjoyment, entry to repair or restore and contribution for the cost of the same, which are



described in this Article, shall run with the land and shall bind the heirs, successors and assigns of each Owner.

## ARTICLE VI

### GENERAL COVENANTS AND RESTRICTIONS

Section 6.01 Advertising and Signs. Except for signs erected by or with the permission of the Developer in connection with the initial development, lease or sale of Unit's, and "for sale" signs of not more than six square feet, no additional sign or other advertising devise of any nature shall be displayed for public view on any Unit, Lot or other portion of Property except with the consent of the Architectural Committee. The Architectural Committee should have the authority to promulgate such rules to regulate signs as it deems necessary.

Section 6.02. Animals, Birds and Insects. No animal, bird or insect shall be kept or maintained on any Lot or in any Unit or other portion of the Property except a) up to 2 dogs; b) up to 2 cats; c) caged birds typically sold in a pet store; d) fish in an aquarium; e) caged animals such as gerbils and hamsters typically sold in a pet store; f) caged reptiles such as iguana and lizards typically sold in a pet store; or g) any combination of the above.

Section 6.03. Protective Screening, Landscaping and Fences. Any screen planting, landscaping, fence enclosures or walls originally located, initially planted, installed or constructed by Developer on a Lot or other portion of the Property shall not be removed or replaced with other than a similar type of planting, fence or wall except with the permission of the Architectural Committee. Except for the foregoing, no landscaping, fence, wall, or screen planting of any kind shall be planted, installed or erected upon said parcel or other portion of the Property unless approved by the Architectural Committee. Notwithstanding the foregoing, no fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 6.04. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material shall be kept, stored, or allowed to accumulate outdoors on any portion of the Property, except in covered sanitary containers. Such containers may be placed in the open within twenty-four (24) hours of a scheduled pick-up, at such place on the Lot.

Section 6.05. No Above Surface Utilities Without Approval. No facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduit's shall be place or maintained above the surface of the ground on any portion of the property without the prior written approval of the Architectural Committee.

Section 6.06. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be, or become, a nuisance or annoyance in the area or to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or

radioactive emissions or electro-magnetic radiation disturbances, shall be controlled so as not to (i) be detrimental to, or endanger the public health, safety, comfort or welfare, (ii) be injurious to property, vegetation or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard or (iv) violate any applicable zoning regulation or other governmental law, ordinance or code.

Section 6.07. Dwelling in Other Than Residential Unit's. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage or building in the course of construction or other temporary structure shall be used temporarily or permanently, as a dwelling on any Lot.

Section 6.08. Installation of Buildings. No buildings, sheds, garages or pet houses shall be built or installed on the Property without the consent of the Architectural Committee.

Section 6.09. Television and Radio Antennas. No outside television antenna, short-wave radio antenna or antenna for any other transmission or receiving, shall be erected on any Lot or upon any Unit. One Satellite dish not exceeding 18" in diameter may be erected if the dish is not visible from the street.

Section 6.10. Trees, Gardens and Other Natural Features. After the transfer of title of a Unit by the Developer no trees or gardens shall be planted or removed from any such transferred Lot and Unit except with the permission of the Architectural Committee. The Architectural Committee, in it's discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. The Architectural Committee may designate certain trees, regardless of size, as not removable without written authorization.

Section 6.11. Residential Use Only. The Property shall be used only for residential purposes and purposes incidental and accessory thereto, except that, prior to transfer of title by the Developer to all of the Property, or to lots in related subdivisions or offerings, the Developer may use one or more Lots or Unit's or other portions of the Property for model homes and/or a real estate office. No garage may be converted for use other than it's' intended purpose for vehicular parking.

Section 6.12. Single Family Use. Each Unit shall not house more than one family. For the purposes of these restrictions, family shall be defined as one person living alone or several persons living together as a single housekeeping unit who fall into one of the following classifications:

- a. Persons who are related by blood, adoption, or marriage.
- b. Not in excess of three persons none of whom are related by blood, adoption or marriage.
- c. One single related unit of persons related by blood, adoption or marriage, plus not in excess of one additional person who is not so related to the single related unit.

Nothing contained herein shall be interpreted to preclude a "family" as herein defined from having guests and visitors living with them on a temporary basis curing visits, regardless of the relationships.

Section 6.13. Outside Storage. Outside storage or parking of commercial or recreational vehicles, camper bodies, boats, snowmobiles and trailers shall be prohibited..

Section 6.14. Outdoor Repair Work. With respect to a Lot or Unit to which title has been transferred by the Developer, no extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on such Lot or portion thereof.

Section 6.15. Oversized, Commercial and Unlicensed Vehicles. Unless used in connection with the construction or sale of Unit's by the Developer, or maintenance of the Property, the following shall not be permitted to remain overnight on the Property.

1. Any vehicle which cannot fit into a garage of the size constructed by the Developer as part of each unit;
2. Commercial vehicles, unless garaged; and
3. Unlicensed motor vehicles of any type, unless garaged..

Section 6.16. Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted within the Property. No clotheslines of any type shall be permitted on any Lot of Unit or other portion of the Property.

Section 6.17. Garages and Garage Doors. Garages are to be used for vehicular parking only and may not be modified for any other use. Owners and other occupants of Units are required, to the extent practicable , to park motor vehicles owned by them, or under their control, in their garage and shall cause the garage door to be kept in a closed position, except for ingress and egress, whenever possible.

Section 6.18. Maintenance of Property. Each Owner shall keep and maintain his Property and improvements in good condition and repair including, but not limited to: the seeding, watering, and mowing of all lawns; the pruning and trimming of all trees, hedges, shrubbery and other plantings so that the same are not detrimental to adjoining Properties, obstructive of a view of street traffic or unattractive in appearance; and the repairing and painting (or other appropriate external care) of all improvements. Each Owner shall maintain all lawns, shrubbery and trees located in the street right of way adjacent to such Owner's Property. Each Owner shall maintain and repair driveway areas, if any, and sidewalk, if any, which are located on the Owner's Property. Each Owner shall contract and pay for the items of maintenance as per this clause with the company chosen by the Architectural Committee.

Section 6.19 Security and Fire Monitoring. Each Unit contains security and fire system monitoring devices. The fire system monitoring devices are required by the NYS Building Code to be monitored and maintained. Each Owner shall have the fire system devices monitored and maintained. Each owner shall contract and pay for the monitoring and maintenance as per this clause with the company chosen by the Architectural Committee.

Section 6.20. Machinery. No machinery shall be placed or operated upon any Property except such machinery as is used in the maintenance of a private residence or as may be located indoors and used in the pursuit of any home hobby. This provision shall not apply to the Developer during it's construction or repair of dwellings or drainage facilities on the Property.

## ARTICLE VII

### ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION

Section 7.01. Declaration Runs with the Land. Each person or entity acquiring an interest in a Unit of Lot or otherwise occupying any portion of the property (whether or not the deed, lease or any other instrument incorporates or refers to the Declaration) covenants and agrees for him, her or it's self, and for his, her or it's heirs, successors and assigns, to observe, perform and be bound by the provisions of the Declaration and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Unit of other portion of the Property.

Section 7.02. Enforceability. Actions at Law or Suite in Equity. The provisions of the 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 Developer and by any Owner, his, her or it's respective legal representatives, heirs, successors and assigns, by actions at law or by suit's 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 the 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.

Section 7.03. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by any beneficiary to do so thereafter, as to the same or a similar violation occurring prior or subsequent thereto. No liability shall attach to the Developer, or to any Owner or other person or organization for failure to enforce the provisions of the Declaration.

Section 7.04. Obligation and Lien for Cost of Enforcement. If the Developer or any other party successfully brings an action to correct a violation or otherwise enforce the provisions of the Declaration or rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (i) the Owner, or (ii) any family member, tenant, guest or invitee of the Owner, or the Owner's family or of any tenant, such costs shall also be a lien upon the Unit or other portion of the Property owned by such Owner, if any.

Section 7.05. Inspection and Entry Rights. Any agent of the Architectural Committee may at any reasonable time or times, upon not less than twenty-four (24) hours notice to the Owner or occupant, enter upon an Unit or other portion of the Property to inspect the improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of the structures or other improvement's thereon comply with the Declaration, or with the By-Laws or rules and regulations issued pursuant hereto. Neither the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

In addition to the foregoing, if the Architectural Committee determines that it is necessary to trim, cut or prune any tree, hedge, lawn, or other planting because it's location or height to which or the manner in which it has been permitted to grow, is unsightly, detrimental or potentially detrimental to persons or property or obscures the view of the street traffic or is otherwise in violation of this Declaration, the Architectural Committee shall notify the Owner of the unit of other portion of the Property and he shall be obliged to remedy the violation. If the Owner fails to remedy the violation within thirty (30) days after such notice is given, then the Architectural Committee may take remedial action at the expense of the Owner.

Section 7.06. Amending or Rescinding. The Developer, during the time the Developer owns any Lots or Unit's, may make amendments to this Declaration to correct omissions or errors, which amendments shall not adversely modify substantial rights of any Unit Owner without such Unit Owner's written consent. All other amendments or any rescission of this Declaration, unless otherwise specifically provided for herein, shall be made by obtaining the consent, in writing, of not less than the owners of two-thirds (2/3rds) of the unit's which are subject to this Declaration. In addition, notwithstanding the above, until two (2) years from the date of recording of this Declaration, or so long as the Developer owns or has under construction on the Property any Unit's, the written consent of the Developer will be required for any amendment which adversely affects a substantial interest or right of the Developer.

In voting for such amendment or rescission, only one vote shall be cast per Unit.

The Unit Owners of each Unit shall receive written notice of every proposed amendment or rescission at least thirty (30) days prior to the date on which the vote is to be taken on said proposed amendment or rescission.

Section 7.07. Owner Responsible for Tenants. Any lease of a Unit shall provide that the tenant shall comply in all respects with the terms of the Declaration. If a tenant is in violation of such Declaration and the violation is not cured or eviction proceedings commenced against the tenant within fourteen (14) days after the Owner has received notice of such violation, the Developer or any Unit Owner may pursue any remedies which it may have pursuant to Section 7.02 of this Declaration.

Section 7.08. When Amendment or Rescission becomes Effective. Any amendment or rescission to this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the office of the Clerk of the County of Broome.

Section 7.09. Duration. The provisions of this Declaration shall, unless amended or rescinded as hereinbefore provided, continue with full force and effect against both the Property and the Owners thereof until December 31, 2015, and shall as then in force, be automatically, and without further notice, extended for successive periods of ten (10) years.

Section 7.11. Conflict with Municipal Laws. The protective covenants, conditions 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 7.12. 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 7.13. Invalidity of Agreement or Declaration. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity or any other provision hereof.

