

**COMMONLAND COMMUNITY
PLANNED UNIT DEVELOPMENT
DECLARATION OF COVENANTS
And RESTRICTIONS**

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made and executed by House Craft Builders, Inc., with offices at 167 Calkins Road, Ithaca, New York, by Jerold Weisburd, its president.

ARTICLE I

Recitals

Section 1. Declarant

Declarant and the persons joined in this Declaration are the owners of the real property and improvements ("property") located on Slaterville Road in the Town of Ithaca, Tompkins County, New York, hereinafter more particularly described.

Section 2. Covenants

The covenants, conditions, and restrictions contained in this Declaration and in the exhibits hereto shall be enforceable equitable servitudes and shall run with the land.

Section 3. Survey

Declarant has filed simultaneously herewith a plat of survey depicting the locations and dimensions of the submitted land, and the layout of all structures and improvements to be constructed thereon.

Section 4. Commonland Community

The property shall be known as Commonland Community. The address of the property is 1459 Slaterville Road, Ithaca, New York 14850.

NOW THEREFORE, Declarant hereby declares that all of the properties herein described shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE II

Definitions

The terms used herein shall have the following meanings unless the context otherwise requires:

- (a) Additional Land - The real property described in which has not yet been built upon, which may hereafter be added as a whole or in part to the Commonland Community as provided in Article IV, Section 2 of this Declaration.
- (b) Association of Unit Owners, Association - All of the unit owners acting as a group in accordance with the By-Laws and Declaration to govern the affairs of the Commonland Community.
- (c) Class I Lot - Any recorded lot upon which a residential unit has been completed and has been conveyed to an owner other than the Declarant, or for which a Certificate of Occupancy has been issued.
- (d) Class II Lot - Any recorded lot upon which a residence unit has not been completed, or if completed, has not been conveyed to an owner other than the Declarant or does not have a Certificate of Occupancy.
- (e) Cluster - The grouping of buildings around a small common building with cluster common area, with its own cluster name, as distinct from other groupings of buildings and as shown on the Final Subdivision Plat and Development Plan.
- (f) Cluster Common Area - Common areas and facilities designated in this Declaration as intended primarily for the use and enjoyment of members residing in such cluster.
- (g) Common Areas and Facilities - The land within the Commonland Community; walkways, gardens, parking areas, and storage spaces; all limited common areas and facilities as hereinafter described; installations such as power, light, gas, hot and cold water, existing for common use; all apparatus and installations existing for common use; recreational and other community facilities; and all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use, and all areas and facilities designated as common areas and facilities in the Development Plan. The Common Area to be owned by the Association at the time of the conveyance of the first lot to an

owner who is not the Declarant shall include all the Phase I properties described in Exhibit A to this Declaration, but reserving there from the land on which there is to be constructed a road to be dedicated to the Town of Ithaca and further reserving there from the plots of land on which are to be constructed the 33 dwelling units identified as clusters B and C on the final subdivision plat (Development Plan) filed concurrently herewith.

- (h) Common Expenses - All expenditures lawfully made or incurred by or on behalf of the unit owners' association, together with all funds lawfully assessed for the creation of and/or maintenance of reserves.
- (i) Common Profits - All income collected or accrued by or on behalf of the unit owners association, other than income derived from assessments.
- (j) Declarant - All persons who execute the Declaration or on whose behalf the Declaration is executed. Any successors of the persons referred to in this subsection who come to stand in the same relation to the Commonland Community project as their predecessors did shall also come within this definition. House Craft Builders, Inc., its successors and assigns if such successors or assigns should acquire more than one unit, form the Declarant for the purposes of this development.
- (k) Development Plan . The total general scheme of intended uses of land in the Properties approved by the Town of Ithaca, as illustrated on the final subdivision plat (Development Plan) filed concurrently herewith, as it may be amended from time-to-time, and as further defined in Article IV, Section 3.
- (l) Garage Occupant . The lot owner(s) with the right of exclusive use of a parking shed space by virtue of ownership of or an exclusive easement to use same, in accordance with the rules and conditions stated in Article VI, Section 5 of the Declaration, and the By-Laws.
- (m) Lot . Any plot of land, unit site or designated unit location shown upon any recorded subdivision map of the properties with the exception of the common areas, public roads, and rights of way regardless of any construction on said lot.
- (n) Member . Any person or entity who holds title to a lot in Commonland Community herein described.
- (o) Neighborhood – The grouping of buildings around a small common building with the cluster common area; synonymous with cluster.

- (p) Open Parking Space . An area designated for the exclusive use of the owner of a unit in accordance with the rules and conditions laid out in Article VI, Section 5 of this Declaration, and the By-Laws.
- (q) Owner - The owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the property, and the Declarant.
- (r) Parking Shed Space – The covered area designated for the exclusive use of a garage occupant.
- (s) Phase - A group of lots and common areas all of which are subject to the same Supplementary Declaration establishing such phase.
- (t) Property, Properties - The land, buildings, improvements, and structures, all easements, servitudes, rights and appurtenances belonging thereto, and all chattels intended for use in connection therewith, which are hereby subjected to the Declaration, together with such other real property as may from time-to-time be annexed thereto under the provisions of Article IV hereof.
- (u) Quorum of Owners - Unless otherwise specified, the representation by presence or proxy of members who hold seventy-five percent (75%) of the outstanding Class A votes and the representation by presence or proxy of the Class B member so long as it shall exist.
- (v) Supplementary Declaration . Any declaration of covenants and restrictions which may be recorded by the Declarant, which extends the provisions of this Declaration to a Phase or which contains such complementary provisions for such Phase as are deemed appropriate by the Declarant and/or are herein required.
- (w) Unit - A residential space, with a Certificate of Occupancy, intended for individual ownership and use, together with the undivided interest in the common areas and facilities appertaining to that living space.

ARTICLE III

Description of the Commonland Community

Development Plan Properties

Section 1.

The land on which the buildings and other improvements are to be located is in the Town of Ithaca, Tompkins County, State of New York, and is more particularly described as follows, to wit:

BEGINNING at a point in the center line of Slaterville Road, 121.5 feet southeasterly along the center line from the easterly corner of lands now or formerly of Harry Baker, said point of beginning being the easterly corner of lands conveyed by Verne C. Marion and Winniferd C. Marion to J. Thomas Futrell and Susan C. Futrell by deed dated December 29, 1943 and recorded in the Tompkins County Clerk's Office in Liber 269 of Deeds at page 431; which point of beginning is N 39° 42' 58" W, 2,681.6 feet along said center line from its intersection with the center line of Pine Tree Road; thence running S 39° 42' 58" E, along the center line of Slaterville Road, 50.17 feet to a point; thence running S 54° 30' 09" W, along premises of Robert T. Clausen and Edna R. Clausen as described in Book 443 of Deeds at page 437 in the Tompkins County Clerk's Office, at 35.87 feet passing through an iron pin, a total distance of 210.80 feet to a pipe marking the southwest corner of said Clausen premises; thence running S 39° 42' 58" E, along the southwest line of said Clausen premises and the southwest line of premises of Joseph Zichettella and Mary Zichetteila (393/247) - See Map on file in Tompkins County Clerk's Office .Map Book F-12, page 4), passing through an existing pin in the southwest corner of said Zichettella premises, a total distance of 155.00 feet to a set pin in the southeast corner of said Zichettella premises; thence N 54° 30' 09" E, along the easterly line of said Zichettella parcel, 29.30 feet to a pin set at the southwest corner of lands now or formerly of Maurice J. Tauber and Catherine Tauber as described in Book 469 of Deeds at page 358 in the Tompkins County Clerk's Office; thence running S 39° 42' 58" E, along the southwesterly line of said Tauber premises to a set pin in the southwest corner of said Tauber premises a distance of 100 feet; thence running S 54° 30' 09" W, to a set pin which marks the southwest corner of lands now or formerly of Maurice Marion as described in Book 579 at page 768 in the Tompkins County Clerk's Office, a distance of 0.50 feet, thence running S 39° 46' 01" E, along the southwesterly line of said Marion premises a distance of 563.07 feet to a set pin marking the southeasterly corner of said Marion premises; thence

running S 50° 17' 02" W, a distance of 19.00 feet to a set pin thence running S 30° 42' 58" E, a distance of 303.04 feet to a pin set in the westerly line of lands now or formerly of Lucy King as described in Book 581 of Deeds at page 762 in the Tompkins County Clerk's Office; thence running S 50° 31' 19" W, along the westerly line of said lands of King, 22.97 feet to an existing pin marking the southwesterly corner of said King parcel; thence S 38° 59' 03" E, along the southwesterly line of the King premises a distance of 99.93 feet to an existing pin set in the southeasterly corner of the King premises, thence running N 50° 32' 27" E, along the northeasterly line of said King premises, passing through an existing pin set in said northeasterly line a distance of 26.02 feet from the center line of Slaterville Road, a total distance of 224.25 feet to a point in the center line of Slaterville Road; running thence S 39° 42' 58" E, along the center line a distance of 47.45 feet to a point; thence running S 38° 50' 24" E, along the center line of Slaterville Road, a distance of 282.69 feet to a point; thence running S 38° 29' 24" E, along the center line of Slaterville Road a distance of 197.41 feet to a point in the center line of Slaterville Road, which point marks the northwest corner of lands now or formerly of Robert E. Marion and Kay O. Marion as described in Book 508 of Deeds at page 566 and Book 579 of Deeds at page 975 in the Tompkins County Clerk's Office, thence S 53° 13' 49" W, along the westerly line of said premises of Robert E. Marion and Kay O. Marion, passing through a pin set a distance of 33.00 feet from the center line of Slaterville Road, a total distance of 177.00 feet to a set pin marking the southwesterly corner of premises of Robert E. Marion and Kay O. Marion; thence running S 37° 35' 58" E, along the southwesterly line of said Marion parcel, 240.00 feet to a set pin marking the southeasterly corner of said Marion parcel and the southwesterly corner of premises now or formerly of Bion Carpenter and Edith Carpenter as described in Book 354 of Deeds at page 463 in the Tompkins County Clerk's Office; thence S 36° 46' 11" E, along the southwesterly line of said Carpenter premises and along the southwesterly line of lands now or formerly of J. Burke as described in Book 346 of Deeds at page 522 and along a portion of the southerly line of lands now or formerly of Wilbur Marion as described in Book 268 of Deeds at page 87 in the Tompkins County Clerk's Office, a total distance of 200.81 feet to a set pin; thence running S 60° 54' 18" W, along the westerly line of lands of said Wilbur Marion, and along the westerly line of lands of John Marion as described in Book 256 of Deeds at page 69 in the Tompkins County Clerk's Office, as marked by an old fence, a total distance of 848.58 feet to an existing pin; thence N 51° 01' 20" W, along the lines of lands owned by the City of Ithaca (see map of "Watershed Property" in file Vault 1131 in the office of City Engineer), a distance of 607.44 feet to an existing pin; thence running S 88° 36' 40" W, along the said lands of the City of Ithaca, 100.00 feet to a set pin; thence running N 64° 14' 20" W, along said City of Ithaca premises 279.00 feet to a set pin; thence running N 15° 49' 20" W, along said City of Ithaca premises, 291.00 feet to a set pin; thence running N 12° 17' 20" W, 77.10 feet to a set pin; thence running N 51° 13' 20" W, continuing

along said City of Ithaca premises a distance of 564.55 feet to a set pin; thence running N 30° 40' 40" E, a distance of 334.00 feet to a set pin; thence running N 41° 40' 40" E, continuing along said City of Ithaca lands a distance of 144.29 feet to an existing pin; thence running N 42° 30' 21" E, a distance of 226.80 feet to a set pin; thence running N 55° 31' 20" W, still running along the line of said lands of the City of Ithaca, 506.70 feet to a set pin; thence running N 72° 58' 20" W, a distance of 296.94 feet to an existing pin; thence N 66° 10' 20" W, still along the line of said City of Ithaca premises, a distance of 183.63 feet to a set pin; thence running N 35° 37' 40" E, along the above mentioned lands now or formerly of Baker, a distance of 113.40 feet to a set pin; thence N 32° 22' 40" E, along the lands of said Baker a distance of 188.76 feet to a set pin; thence running N 62° 58' 37" E, along said lands of Baker a distance of 95.76 feet to an existing pin marking the northwest corner of lands now or formerly of Robert T. Clausen and Edna R. Clausen as described in Book 443 of Deeds at page 437 in the Tompkins County Clerk's Office; thence running S 39° 03' 30" E, along the southwesterly line of said Clausen premises a distance of 247.69 feet to a set pin marking the southeasterly corner of said Clausen premises; thence running N. 51° 40' 18" E, along the southeasterly line of said Clausen parcel a distance of 120 feet to an existing pin; thence running N 39° 18' 16" W, along said Clausen premises, a distance of 218.52 feet to an existing pin marking the northeasterly corner of said premises; thence N 67° 05' 34" E, along the aforementioned premises of Baker, a distance of 52.82 feet to an existing pin marking the southwesterly corner of premises now or formerly of Robert T. Clausen and Edna R. Clausen as described in Book 443 of Deeds at Page 521 in the Tompkins County Clerk's Office; thence running S 39° 06' 22" E, along said Clausen parcel a distance of 204.53 feet to an existing pin; thence N 51° 40' 18" E, along said Clausen parcel, passing through an existing pin set at the northeasterly corner of said aforementioned Clausen parcel, and continuing along the lines of premises now or formerly owned by Robert T. Clausen and Edna R. Clausen, as described in Book 385 of Deeds at page 187, and continuing along the lines of the first mentioned lands of Clausen (344/240), a total distance of 330.04 feet to the point of beginning in the center of Slaterville Road.

SUBJECT TO easements and rights of way of record.

ARTICLE IV

Additions to Property

Subject to Declaration

Section 1. The Phase I Properties

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Town of Ithaca, County of Tompkins and is more particularly described in Exhibit A. and represents the first Phase of the Planned Unit Development known as Commonland Community.

Section 2. Additions to the Properties

Additional properties may become subject to this Declaration in the following manner:

- (a) Additions by the Declarant. The Declarant shall have the right to subject to the Declaration and annex any additional property which lies within the land area represented by the Development Plan as it may be amended from time-to-time without the consent of the members of the Association within fifteen (15) years of the date of this instrument, provided that not more than five (5) years have lapsed since the filing of the last Supplementary Declaration which subjects a Phase to this Declaration.
- (b) Other Additions. Additional land, other than that described above, may be annexed to the Properties upon approval of members representing seventy-five percent (75%) of the total number of votes of the Association and the Class B member so long as it shall exist.

The additions authorized under subsections (a) and (b) shall be made by complying with the requirements of the Zoning Ordinance, by securing the approval of the Federal Mortgage Agencies, if required by such agencies, and by filing of record one or more Supplementary Declarations of Covenants and Restrictions with respect to the additional property.

The annexation of additional property by the Declarant shall be in

conformity with the Development Plan.

Section 3. Development Plan

- (a) Purpose. - The Development Plan, illustrated on the final subdivision plat, is the dynamic design for the staged development of the Properties as a Planned Unit Development. It may be modified and amended, as provided herein, during the several years required to build the community. Because the Development Plan is a temporary design, it shall not bind the Declarant to make any of the additions to the Properties which are shown on the Development Plan or to improve any portion of such lands in accordance with the Development Plan unless and until a Supplementary Declaration is filed by the Declarant subjecting such property to this Declaration. Upon such filing, the Declarant shall be obligated to complete the development of such Phase in accordance with the Development Plan currently in effect, unless seventy-five percent (75%) of the votes of a quorum of owners, the Town of Ithaca, and the Federal Mortgage Agencies, if required, consent to a change.
- (b) Amendments. - The Declarant hereby reserves the right to add land or to amend the Development Plan for lands which have not yet been made subject to this Declaration, in response to changes in technological, economic, environmental, or social conditions related to the development or marketing of the Properties or in response to changes in requirements of governmental agencies or financial institutions. Such amendments shall be effected by (a) giving Notice of the proposed changes to the Association; (2) securing the approval of the Planning Board of the Town of Ithaca, and (3) securing approval of the Federal Mortgage Agencies.

ARTICLE V

Model for Supplementary Declaration

The Supplementary Declaration for the establishment of each Phase shall be according to the following model:

Article 1: Cluster and Phase Designation

Section 1.

Lots ___ through ___ and the Cluster Common Area, all of Section are hereby designated as a Cluster of Commonland Community and the Commonland Community Residents Association and shall be known as

Section 2.

Lots ___ through ___ and the Cluster Common Area, all of Section are hereby designated as a Cluster of Commonland Community and the Commonland Community Residents Association, and shall be known as (Rabbit Run).

Section 3.

The _____ Phase of Commonland Community and the Commonland Community Residents Association is hereby established and designated Phase ___ _____ Cluster (Section 1 above containing ___ lots) and _____ Cluster (Section 2 above, containing ___ lots) are hereby assigned to Phase II.

Article 2: Property Subject to this Supplementary Declaration

Section 1. Existing Property

The property being subjected to this supplementary declaration is more particularly described as follows:

[insert description].

ARTICLE VI

Property Rights

Section 1. Owners' Easements and Rights of Enjoyment

Every owner shall have a right and easement of enjoyment through the Association in and to the common areas and facilities, which shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the private and exclusive use of any recreational facility situated upon the common areas by an Owner or group of Owners, provided that proceeds from such fees will be used exclusively for the maintenance and upkeep of common areas and facilities;
- (b) The right of the Association to suspend the right to use of the recreational facilities by an owner for any period during which any assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the common areas or facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such declaration or transfer shall be effective unless there shall have been recorded at the Office of the Tompkins County Clerk an instrument signed by the owners representing ninety percent (90%) of all Class A votes and the Class B member if it shall exist, consenting to such dedication.
- (d) The right of the Association, in accordance with its Certificate of Incorporation and By-Laws, to borrow money for the purposes of improving the common areas and facilities, and in aid thereof to mortgage said properties.

Section 2. Delegation of Use

In accordance with the By-Laws and the Declaration an owner may permit the members of his/her family, and his/her tenants, who reside on the property to use the common areas and facilities.

Section 3. Title to Common Area

The Declarant may retain legal title to areas designated as open space in the Development Plan, or portions thereof. The Declarant hereby covenants that such open space or portions thereof that it may convey to the Association as Common Area or a Phase shall be free and clear of all liens at the time of conveyance. Assessments may not be used to defray operating and maintenance costs of designated open space which has not been conveyed to the Association.

Section 4. Regulation of Uses

The Association reserves the right to establish rules and regulations to regulate the use of the recreational facilities and common areas.

Section 5. Maintenance and Use of Parking Shed and Open Parking Space

Each parking space occupant, whether shed or open space, covenants for him/herself, her heirs, successors and assigns, as follows:

- (a) That the parking space of which the owner has exclusive use, by virtue of ownership thereof or an exclusive easement to use the same (hereinafter referred to as "space"), shall be used solely for the parking of an operable passenger vehicle, motorcycle, scooter, moped or bicycle.
- (b) The space shall not be used, or items kept therein, so as to interfere with the use thereof for the parking of a motor vehicle or so as to constitute a nuisance, or otherwise so as to constitute a health, safety or other hazard to, or interfere with, the ownership, use, possession or enjoyment of the structure which is part of the adjoining spaces.
- (c) The space shall be maintained in a clean and orderly condition. Without limitation, no exposed junk, trash, garbage, refuse, paint, chemicals, gasoline, bottled gas or other flammable, explosive, corrosive, or poisonous substance shall be kept or stored therein. Nor shall the user do any act which might cause an increase in risk under, or an increase in premiums charged for any policies for fire or hazard insurance covering the parking shed.
- (d) No mechanical work shall be performed and no machines, tools or equipment shall be used in the parking area so as to create noxious or explosive fumes, or jeopardize the health and safety of any persons residing near the parking area, and no automobile or other engines shall be operated therein except to move a vehicle in or out thereof.

- (e) No use will be made of the parking spaces which shall conflict with the rules and regulations in respect thereof which shall be promulgated from time-to-time by the Association.
- (f) The Association shall maintain or repair the parking shed as shall be necessary, receiving from each parking shed occupant a proportionate share of the reasonable cost attributable to such repairs of the parking sheds, to the extent such cost is not reimbursed by insurance. If the expenses not covered by insurance are not paid within ten (10) days after service upon the user of a written demand by the Association, such expenses shall become a lien on the defaulting party's residence, which the Association may enforce as provided in Article IX, Section 10, of this Declaration of Covenants and Restrictions. In the event a dispute arises as to the amount of restoration or repair costs attributable to any particular parking areas or sheds, such dispute shall be promptly submitted to and determined by arbitration in the same manner as other grievances and disputes, as specified in Article XII of the By-Laws.
- (g) The Association, its officers, directors, agents or representatives, may enter the parking spaces for any reasonable purpose, including the inspection, maintenance, or repair of such structure.
- (h) Upon the request of the Association, the parking space occupant shall promptly remove from the parking space such items kept therein in violation of these covenants or which interfere with any inspection, or maintenance or repair work by the Association; if not, they shall be removed by the Association and the cost thereof charged to the parking space occupant; such cost shall be a lien on the party's residence, which the Association may enforce as provided in Article IX, Section 10 of this Declaration.

Section 6. Resale of Lots

- (a) Notification. - Upon signing a contract for sale of a lot or unit, each owner, with the exception of the Declarant, shall notify the Board of Directors in writing of the signing of the contract and the anticipated date for transfer of title.
- (b) Estoppel Certificate. - The Board of Directors thereupon shall prepare an Estoppel Certificate which shall set forth any assessments and charges due upon such lot at the time of conveyance and certify as to whether there are violations of the governing documents remaining on the lot as of the date of preparation of such Certificate. This Certificate shall be delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost of providing such Certificate

shall be deducted from the Seller's account at the closing and transmitted directly to the Association.

ARTICLE VII

Classes of Lot Ownership

Lots shall be divided into two classes: Class I lots as defined in Article II (d) of this Declaration, and Class II lots as defined in Article II (e) of this Declaration.

ARTICLE VIII

Membership and Voting

Section 1. Generally

Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. The Board of Directors shall maintain a list of owners, which shall be updated on a regular basis.

Section 2. Classes of Voting Membership

The Association shall have two (2) classes of voting membership:

Class A

Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B

The Class B member shall be the Declarant and shall be entitled to one (1) vote for each lot owned. The Class B membership shall cease and be converted to

Class A membership upon the happening of either of the following events, whichever occurs sooner:

- (a) the total votes outstanding in the Class A membership becomes equal to or greater than the total votes outstanding in the Class B membership, or
- (b) a period of five (5) years passes after the date of transfer of title to the first lot to an owner other than the Declarant.

ARTICLE IX

Covenant to Pay Maintenance, Special Assessments And Property Taxes

Section 1. Generally

The Declarant, for each lot owned within the property, hereby covenants, and each owner of any lot by the acceptance of a deed thereof (whether or not it shall be expressed in such deed) is deemed to covenant and agree to pay the Commonland Community Residents Association: (1) annual maintenance assessments or charges; (2) special assessments for capital improvements; and (3) property tax assessments for real property taxes on the common areas (unless such taxes shall be included in the individual residence tax assessments by the assessing authority). Such assessments shall be established and collected as hereinafter provided. The annual maintenance, special and property tax (common areas and facilities) assessment together with interest, costs, and reasonable attorneys and accountants fees shall be continuing liens upon the property against which each such assessment is made.

Each deed shall contain the following covenant:

"And the party of the second part (his, her, their) heirs, grantees and assigns further covenants that the property herein conveyed shall be subject to an annual maintenance charge in such amount as shall be determined by the Commonland Community Residents Association, Inc., its successors and assigns, and in addition, real property taxes on common areas, if separately assessed, and special

assessments, as set forth in Article IX, which sums shall be paid monthly in advance on the first (1st) day of each month, and on each monthly date such charges shall become liens upon the land and so continue until fully paid, and the party of the second part does hereby authorize and empower said Commonland Community Residents Association, Inc., its successors and assigns, to bring any and all actions or legal proceedings in the name of the Commonland Community Residents Association, Inc., its successors and assigns, for the obligation of such charges and the enforcement of such liens. Such charges shall be payable to the Commonland Community Residents Association, Inc., its successors and assigns and shall be devoted exclusively to promote the recreation, health, safety and welfare of the owners and for the improvement, maintenance and payment of real property taxes of the common areas and facilities."

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the property residents and for the improvement, maintenance and payment of real property taxes of the common areas if applicable.

Section 3. Maximum Annual Maintenance Assessment

Until January 1 of the year immediately following the conveyance of the first unit to an owner, the maximum annual Maintenance Assessment shall be \$540.00 per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first unit to an owner, the Board of Directors shall present, at each annual meeting of the Association, a projected budget for the following fiscal year with recommendation for the maximum annual Maintenance Assessment.
- (b) The Board of Directors may fix the annual Maintenance Assessment at an amount not in excess of the maximum authorized by vote of the membership.

- (c) The Board of Directors may be authorized to exceed the maximum annual maintenance assessment by an affirmative vote of two-thirds (2/3) of a quorum of owners, provided the authorization granted is fixed for a specified, limited time period.

Section 4. Special Assessments for Capital Improvements

In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area. Provided, however, that such Special Assessment shall not be levied without the assent of two-thirds (2/3) of the votes of a quorum of owners and the Class B member, if it shall exist, in person or by proxy at a meeting duly called for this purpose if the assessment is less than twenty-five dollars (\$25) per lot. An affirmative vote of three-fourths (3/4) of a quorum of owners and the Class B member, if any, who are voting in person or by proxy at a meeting duly called for this purpose, shall be required to approve any assessment exceeding twenty-five dollars (\$25) per lot.

Section 5. Notice and Quorum for any Action Authorized

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article IX shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of owners or of proxies entitled to cast seventy-five percent (75%) of the votes of Class A membership, and the Class B member, so long as it shall exist, shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two-thirds (2/3) of the required quorum at the preceding meeting and the Class B member as long as it shall exist. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Annual Maintenance and Special Assessments

Maintenance charges shall include the costs of real estate taxes on the common land and facilities, fire and liability insurance on the common areas and facilities, management fees including fees for grounds maintenance and snow removal, garbage removal, reasonable attorneys, accountant or other professional fees, town water and sewer fees, electricity for the common areas and facilities,

New York State franchise tax, any other applicable taxes, maintenance and repair of Association buildings and equipment, and miscellaneous supplies. Both Annual Maintenance and Special Assessments must be fixed at uniform rates for all Class I lots, and for all Class II lots, provided, however, that the Annual Maintenance and Special Assessments on all Class II lots shall be fixed at twenty-five percent (25%) of the amount of the assessment upon Class I lots.

Section 7. Property Tax Assessment

Unless such taxes are included in the individual residence tax assessment by the assessing authority, the state and local real property taxes assessed on the common areas and facilities will be paid through the Association by all owners. Each lot will be assessed by the Association for a pro-rata share of the real property taxes on the common areas based upon the proportionate rate of assessment for annual maintenance and special assessments for each lot, which real property taxes shall be paid monthly in advance to the Association as part of the annual maintenance fees.

Section 8. Date of Commencement of Annual Maintenance and Assessments: Due Dates

The Annual Maintenance Assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first Annual Maintenance Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Maintenance Assessment for each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the Annual Maintenance Assessment shall be sent to every owner subject thereto. The amount of the Annual Maintenance Assessment shall not exceed the maximum established by the procedure detailed in Article IX, Section 3 of this Declaration. The due dates shall be established by the Board of Directors, and, unless otherwise provided the Association shall collect each month from the owner of each lot one-twelfth (1/12) of the Annual Maintenance Assessment for such lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Upon Class II lots becoming Class I lots, maintenance and special assessments shall be paid at the rate specified in Article IX 6, commencing with the first day of the month immediately subsequent to the transfer of title to the lot.

Section 9. Date of Commencement of Property Tax Assessments

Unless such taxes are included in the individual residence tax assessment by the assessing authority, the property tax assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common areas.

Section 10 Effect of Non-Payment of Assessments and Remedies of the Association:

Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty days after the due date, the Assessment shall bear interest from the date of delinquency at the maximum prevailing rate per annum, and the Association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. Each such owner, by his/her acceptance of a deed to a lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on a real property and such owner hereby expressly grants to the Association power of sale in connection with said lien. The Lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other lot owners. The Association, acting on behalf of the lot owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient to an. insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting owner's portion of the premium. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the common areas or facilities, or by any abandonment of his/her lot.

Section 11. Subordination of Lien to Mortgages

The Lien of the assessments provided for herein shall be subordinate to the Lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot or unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the Lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments which thereafter become due, or from the Lien thereof.

Section 12. Exempt Property

All properties dedicated to and accepted by, a local authority, and the common area, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 13. Management Agreements

Each owner of a lot hereby agrees to be bound by the terms and conditions of all Management Agreements entered into by the Association. A copy of all such agreements shall be available to each owner. Any and all Management Agreements entered into by the Association shall provide that said Management Agreement may be cancelled prior to its expiration date by an affirmative vote of two-thirds (2/3) of a quorum of owners and the Class B member as long as it shall exist, voting in person or by proxy at a meeting duly called for this purpose. In no event shall such Management Agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new Management Agreement with a party or parties, which new Management Agreement will become operative immediately upon the cancellation of the preceding Management Agreement. It shall be the duty of the Association or its Board of Directors to effect a new Management Agreement prior to the expiration of any prior management contract. Any and all Management Agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

Section 14. Insurance Coverage and Insurance Assessments

The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain Insurance for all the buildings, including all single family residential units, unless the owners thereof have supplied proof of adequate coverage to the Board of Directors' complete satisfaction, against loss or damage by fire or any other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard.

Such policies shall specifically cover all parking sheds, irrespective of whether the right to use such a shed shall exist by virtue of fee simple ownership or an exclusive easement. Such policies shall provide that Insurance proceeds payable on account of such a loss, or damage to, the real property shall be adjusted with the carrier(s) by the Association and shall be payable solely to the home owner's mortgagee, if any, and the Association, as Insurance Trustee for the home owner(s). Such insurance proceeds shall be applied to repair or restoration of the property as hereinafter provided.

All Insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Association, and unit mortgagee, if any, ten (10) days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any unit owner, members of the unit owner's family, the Association, its officers, agents and employees, as well as a waiver of the "pro rata" clause.

The Association shall also obtain a broad form public liability policy covering all common areas and facilities and all damage and injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than one million dollars (\$1,000,000.00) for each occurrence and such policies shall contain a waiver of the right to subrogation against members of the Association, its officers, agents and employees.

Premiums for all Insurance obtained by the Board of Directors, except policies on individual residences, shall be a common expense. Premiums for Insurance obtained by the Board of Directors on individual residences shall not be part of the common expense, but shall be the expense of the owner(s) of the specific residence or residences so covered and a debt owed by the owners and shall be paid within twenty (20) days after notice of such debt. Such amount shall automatically become a lien upon such owner's residence and shall continue to be such a lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same manner as any lien created by the failure to pay the maintenance assessments.

Any owner may, if he or she wishes, at his/her expense, carry any and all other Insurance he/she deems advisable beyond that included in the homeowners' policy requirements of the Association.

In the event of damage or destruction by fire or other casualty to any property covered by Insurance payable to the Association as trustee for the home owners, the Board of Directors shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by the signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall obtain bids from at least two (2) reputable contractors, and then may negotiate with any such contractor who may be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to as good condition as formerly, the Board of Directors shall levy a special assessment, as provided in Article IX, Section 4 of this Declaration, against all owners of the damaged residences in such proportions as the Board of

Directors deem fair and equitable in the light of damage sustained by such residences to make up any deficiency, except that the special assessment shall be levied against all owners, in equal proportion or in proportion to the rate of payment of annual maintenance and special assessments whichever method of payment is deemed fairer under the circumstances by the Board of Directors of the Association, to make up any deficiency for repair or rebuilding of the common areas or facilities. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such residences. Such payments shall be made to all such owners and their mortgagees as their interests may appear.

ARTICLE X

Mortgagee Interests

The Association shall, if the first mortgagee so requests, give notice to the first mortgagee if and when the Association intends to take any one of the following courses of action:

- (a) Abandon or terminate the Association.
- (b) Materially amend the Declaration of Covenants and Restrictions, Supplementary Declaration, the Articles of Incorporation or the By-Laws of the Commonland Community Residents Association.
- (c) Terminate the professional management of the Association and begin self-management.
- (d) Modify, alter or revise the method of determining or collecting the annual maintenance, special, and property tax assessments.
- (e) Partition or subdivide any of the common areas or facilities.
- (f) Use or otherwise dispose of the proceeds, reimbursements or compensation of casualty insurance for any purpose other than repair or restoration, to as good a condition as formerly, any properties or portions of properties damaged or destroyed by fire or any other casualty.
- (g) Maintain fire and extended insurance coverage on all common property on a current replacement cost basis of less than one hundred percent (100%) of insurable value.
- (h) Modify or cancel fidelity insurance.

The Association is also required to notify the first mortgagee of any assessments which are in default or are delinquent for a period of more than thirty (30) days from the due date.

The first mortgagee shall be notified of any and all meetings of the Association and shall be free to send a nonvoting representative to such meetings.

ARTICLE XI

Party Walls

Section 1. General Rules of Law to Apply

Each wall or fence which is built as part of the original construction of the homes upon the properties and placed as the dividing line between lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or admissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance

The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions to such use.

Section 3. Destruction by Fire or Other Casualty

If a party wall is destroyed or damaged by fire or other casualty then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rules of law regarding liability for negligent or willful acts or admissions.

Section 4. Weatherproofing

Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, 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 the elements.

Section 5. Right to Contribution Runs with the Land

The right of any owner to Contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration

In the event of any dispute arising concerning a party wall, or under the provisions of this Section, such dispute shall be promptly submitted to and determined by arbitration in the same manner as other grievances and disputes as specified in Article XII of the By-Laws.

ARTICLE XII

Exterior Maintenance

In addition to maintenance upon the common areas and facilities, as part of the annual maintenance assessment hereunder, the Association shall provide exterior maintenance upon each lot as follows: repair and maintain roofs, gutters, downpipes, patio fences, exterior building surfaces, trees, shrubs, grass in the common areas, and walkways. Such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior door and window fixtures and other hardware, and the area inside of patios. In the event that the need for maintenance or repair is caused by the willful or negligent act of the owner, the owner's family, or guests of invitees, and not covered or paid for by insurance on such lot, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such lot owner is subject.

ARTICLE XIII

Architectural Control

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, except by Declarant, nor shall any exterior addition to or change or alteration therein be made, except by the Declarant, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association or by the Architectural Review Committee composed of three or more representatives appointed by the Board of Directors.

ARTICLE XIV

Use Restrictions

Section 1. Generally

Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said property shall be of new construction and no building or structures shall be moved from other locations onto said property and no subsequent residential buildings or structures other than residential units joined together by common party walls, shall be constructed. No structures of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion of said property at any time as a residence either permanently or temporarily.

No boats, trailers, campers or commercial vehicles of any kind shall be parked or kept at any time anywhere upon the property, except in a confined area (if any) designated by the Board of Directors, or in the owner's exclusive parking shed or open space. A separate monthly fee may be levied for the use of such common area so designated.

Section 2. Conveyancing

Each lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof.

Section 3. Exceptions During Construction

Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the builder of said residences to maintain during the period of construction and sale of said residences, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction and sale of said residences, including but without limitation to, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. Common Areas Not to be Obstructed

There shall be no obstruction of the common areas and facilities. Except in the case of designated storage areas, nothing shall be stored in the common areas or facilities without prior written consent of the Board of Directors.

Section 5. Increased Insurance Risks: Waste

Nothing shall be done or kept in any unit or in the general or limited common areas which shall increase the rate of insurance on the general or limited common areas and facilities without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in his/her unit or in the general or limited common areas or facilities which will result in the cancellation of insurance on any unit or any part of the general or limited common areas and facilities, or which would be in violation of any law. No waste will be committed of the general common areas and facilities or limited common areas and facilities.

Section 6. Signs

No sign of any kind shall be displayed to the public view or from any lot or from the general or limited common areas and facilities without the prior written consent of the Board of Directors; any such sign shall be subject to provisions of the Ithaca Town ordinance.

Section 7. Animals

Dogs, cats, or other household pets may be kept in the units, provided that no more than two pets in the aggregate may be kept in such residences, and subject to the rules and regulations adopted by the Board of Directors, and including but not limited to:

- (a) Pets are not allowed in the common areas and facilities unless restrained on a leash by the owner.

- (b) Pet owners are required to clean up after their pets in the common areas and facilities.
- (c) Owners of pets which create a nuisance will be issued one (1) warning upon a majority vote of the residents of the cluster in which the pet owner resides. Upon affirmative vote of two-thirds (2/3) of the votes entitled to be cast by the owners of the cluster lots, after one warning has been issued, the owner may be required to remove the pet from the premises.

The keeping of any livestock, animals or poultry shall be subject to the rules and regulations adopted by the Board of Directors, which shall be in compliance with the zoning regulations of the Town of Ithaca.

Section 8. Nuisance

No activity shall be carried on in any unit which may endanger the health and safety of other residents, nor shall anything be done therein which may become an annoyance to other owners.

Section 9. Common Areas Preserved

Nothing shall be altered or constructed in or on, or removed from the general or limited common areas or facilities, except upon the prior written consent of the Board of Directors.

Section 10. Rule-making Authorized

The Board of Directors may adopt rules for the use of the general or limited common areas and facilities, and prescribe penalties for any violation thereof, and shall furnish such rules, in writing, to the owners, who shall be bound thereby.

Section 11. Encroachments

None of the rights and obligations of the owners created herein, or by the deeds conveying the units, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful conduct of said owner or owners.

Section 12. Developer's Right of Access to Complete Development Plan

Declarant, and persons he may select, shall have the right of ingress and egress over, upon, and across the general and limited common areas and facilities, and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to the construction, development and sale of the units in Commonland Community and to the operation of the units and common areas and facilities in connection with Commonland Community, and the overall development of which the property is a part. Sponsor and his agents shall retain the right to use of the sales office and model units and the general and limited common areas and facilities in connection therewith during the period of development and sale of Commonland Community, including additional phases of development.

Notwithstanding any other restrictions in this Declaration, Declarant retains the right to complete the construction of Commonland Community, including residential units and common areas and facilities, in accordance with the subdivision plat filed with the Town of Ithaca, 1983, the Development Plan, regardless of any votes taken by the membership or Board of Directors.

Section 13. Limitation of Activities

Said property shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any residence or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said property without the written consent of the Board of Directors, or an affirmative vote of a majority of the members voting at a meeting called for that purpose, which consent shall not be given in violation of the zoning regulations of the Town of Ithaca. The foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, his agents and assigns during the construction and sale period of Commonland Community, nor to the Association, its successors and assigns, in furtherance of its powers and purposes as herein set forth.

Section 14. Use of Patios: Rubbish Accumulation

All clotheslines, equipment, garbage cans, woodpiles, or storage piles shall be confined to the patio area of the unit. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

Section 15. Motorized Vehicles

No motorized recreational vehicles shall be allowed to operate on common areas. This restriction includes, but is not limited to minibikes, dirtbikes, snowmobiles, unregistered or off-road vehicles.

Section 16. Plantings and Gardening

Except in the individual patio areas and the so designated garden plots, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except as such are installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors or their designated representative. Except for the right of ingress and egress, the owners of lots are hereby prohibited and restricted from using any of said property outside the building lines and patio areas, except as allowed by the Board of Directors and as defined by the By-Laws and this Declaration of Covenants and Restrictions. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all the owners of lots in the Commonland Community and is necessary for the protection of said owners.

Section 17. Cooperative Maintenance Authorized

Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the common areas and facilities and all the roofs of the residences, including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly designated representative.

Section 18. Owner's Responsibility for Maintenance

All fixtures and equipment installed within a residence, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a residence, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect other residences or their owners.

Section 19. Antennae Limited

Without prior written approval and the authorization of the Board of Directors, and a special permit granted by the Town of Ithaca Planning Board, no exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the

property, nor upon any structure situated upon the property.

Section 20. Unlawful Discrimination Prohibited

No action shall at any time be taken by the Association or its Board of Directors which in any manner would unlawfully discriminate against any owner or owners in favor of other owners.

Section 21. Vegetation

No tree greater than two inches (2") in diameter, as measured twelve inches (12") above the ground, may be cut without the approval of the Board of Directors or the Architectural Review Committee. No vegetation at all may be removed from slopes with a gradient of more than fifteen percent (15%) without approval of the Board of Directors or the Architectural Review Committee. No trees or shrubs generally referred to as 'flowering' trees or shrubs may be cut without approval from the Board of Directors or the Architectural Review Committee.

ARTICLE XV

Rentals and Occupancy

Section 1. Rentals

It is the acknowledged sense of the members of the Association that they have joined in an effort to create and sustain a participatory community of neighbors. To further this goal, it is understood that long-term renting and subletting are to be discouraged, and the following provisions are meant to enforce that understanding:

- (a) All owners of units, with the exception of the Declarant, must have their primary residence at Commonland Community.
- (b) Renting and/or subletting by owners other than Declarant is restricted to a cumulative period of twelve (12) months within any continuous thirty-six (36) month period. Permission to rent and/or sublet for a longer period of time must be obtained in writing from the Board of Directors, and must specify the specific time period for which an extension is being granted. In no case may any unit be rented or sub-let for more than twenty-four (24) months cumulatively in any five (5) year period. Without regard to the

above cumulative time restrictions, the Declarant may rent up to 10 units without limitation of the period of rental.

Section 2. Leases

Leases between owners and tenants must be written and signed, and must state that

- (a) any failure on the part of the lessor to fully comply with the obligations set forth in this Declaration of Covenants and Restrictions and the By-Laws of the Association constitutes a default on the lease; and
- (b) all financial obligations to the Association remain the sole responsibility of the Owner.

Section 3. Occupancy by Unrelated Persons

- (a) No more than the following numbers of unrelated persons may reside in a unit at any time:
 - a. In one-bedroom units, two unrelated persons;
 - b. In two-bedroom units, three unrelated persons;
 - c. In three-bedroom units, three unrelated persons.
- (b) For purposes of the above limitation, a family or housekeeping unit as now defined by the Ithaca Town Zoning Ordinance, shall count as one person.

Section 4. Binding Effect

Without limiting the binding effect and applicability of any portion of this Declaration of Covenants and Restrictions on successor owners of property within the Commonland Community, the provisions of this Article shall be deemed to run with the land.

ARTICLE XVI

Easements

Section 1. Encroachments

Each residence and the property included in the common areas shall be subject to an easement of encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing two or more residences is partially or totally destroyed, and then rebuilt, the owners of the residences so affected agree that minor encroachments on parts of the adjacent residence units or common areas due to construction shall be permitted and that a valid easement for said encroachment and maintenance thereof shall exist.

Section 2. Blanket Easement

There is hereby created a blanket easement upon, across, over and under all of said Property for ingress, egress for construction, trucks, and other vehicles, and installing, replacing, repairing and maintaining all utilities including but not limited to gas, water, sewers, telephone, and electricity, and a master television antenna system. By virtue of this easement it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain electrical and/or telephone wires, circuits and conduits on, above, and across and under roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and common areas in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the common area and upon reasonable notice to enter any residence to inspect and to perform the duties of maintenance and repair of the residences and/or common areas provided herein to prevent damage to any other residence or to the common area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easements on said property without conflicting with the terms hereof. The easements provided for in this Article XVI shall in no way affect any other recorded easement on said

premises.

Any of the foregoing easements may be granted or exercised by the Declarant with respect to a developed portion of the property to facilitate development of another portion of the property, as long as the Declarant owns any lots. In the event it shall become necessary to excavate any area to install utilities or for similar purposes, the Declarant shall restore the area to its prior condition upon completion of the work.

Section 3. Utilities

Easements for underground utility service may be crossed by driveways and walkways provided the Declarant makes prior arrangements with the utility company furnishing electrical service. Such easements for the underground service shall be kept clear of all other improvements, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or other improvements of the owner located on the land covered by said easements.

Section 4. Access to Residential Units

Each residential unit shall have an easement for ingress and egress over sidewalks and walkways, as built, to and from the unit to the public road and to the driveway appurtenant to the cluster. The location of this easement may be altered should the location of the sidewalks be changed.

Section 5. Use of Cluster Center

Each residential unit owner shall have an easement for the use of the cluster center appurtenant to his/her cluster, along with the unit owners whose residential units share such cluster center. This easement shall not extend to any other residential unit owners.

ARTICLE XVII

General Provisions

Section 1. Enforcement

- (a) The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- (b) The Town Board of the Town of Ithaca reserves the right to enact any rules or regulations to enforce the provisions of Article XVIII of this Declaration of Covenants and Restrictions, by local law, ordinance, resolution or otherwise.

Section 2. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions hereof which shall remain in full force and effect.

Section 3. Amendment

- (a) The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.
- (b) This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by the owners of not less than seventy-five (75%) of the lots. Any amendment must be recorded.
- (c) This Declaration and all its provisions are subject to the requirements of all applicable statutory and common law, codes, ordinances, rules and regulations, and the conditions and provisions under which the project was approved, herein collectively referred to as legal requirements.

- (d) Article XV of this Declaration of Covenants and Restrictions shall not be amended without the approval of the Ithaca Town Board.

Section 4. Annexation of Additional Property

- (a) Annexation of additional property shall require the assent of members representing seventy-five percent (75%) of the total votes entitled to be cast by the Association, and the Class B member so long as it shall exist, at a meeting duly called for this purpose, written notice of which shall be sent to all Class A and Class B members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purposes of the meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting and the Class B member so long as it shall exist. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- (b) Additional land adjacent to the major portion of the premises conveyed to sponsor House Craft Builders, Inc., as set forth in the deed, may be annexed by the Declarant without the consent of the members within fifteen (15) years of the date of this instrument provided that the FHA and/or VA determine the annexation is in accordance with the general plan hereto approved by them. Such determination shall not be required unless an FHA or VA mortgage was placed on one or more of the lots at the time of the sale of such lot by Declarant. If there are FHA mortgages but no VA mortgages, only an FHA determination shall be required. Similarly, if there are only VA mortgages, only a VA determination shall be required.

Section 5. Gender and Grammar

The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, women or men, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XVIII

Conditions of Local Government Approval of Commonland Community

Section 1. Generally

This Article of the Declaration of Covenants and Restrictions embodies the terms and conditions under which the Commonland Community was approved by the Town of Ithaca Town Board and Planning Board and is required by those boards to be included in this Declaration.

Section 2. Town Board Approval (Resolution February 7, 1983)

- (a) The Project's environmental impact was extensively reviewed. Environmental concerns arose, in large measure, from the proximity of the Project to the City of Ithaca's water supply property. The Town Planning Board rendered its determination as to the Environmental Impact of the Project based on the determination that any adverse impact of the Project would be controlled by the adoption and implementation of mitigating measures which appear or are referred to in Part 3 of the Environmental Assessment Form (see minutes of the Planning Board meeting held on October 5, 1982). Among other requirements were that the owners and managers of the Project will exercise reasonable control with respect to access to the City of Ithaca's Water Supply Property by the occupants of Commonland Community and on uses and activities by persons such as those which may lessen the risk of drainage and erosion problems, the control of open fires and other acts which might contaminate or otherwise damage the City's water supply. While it is the responsibility of the City of Ithaca to prohibit or control the use of and access to the Water Supply Property which it owns, and to enforce all state and local rules and regulations applying to its water supply, the Town Board reserves the right in cooperation with the City of Ithaca to recommend the enactment or adoption of such measures as it deems reasonable to regulate conduct and uses which might have an adverse environmental impact on the City's Watershed area as well as other properties in the vicinity and to preserve open spaces and to maintain the project and use the land in a manner to preserve it as an attractive community in reasonable harmony and compatible with the topography and to maintain the ambience of this section of the Town of Ithaca as an attractive residential community. A copy of State Regulations governing the City of Ithaca Watershed and Supply Property shall be made

available to occupants and shall be part of the portfolio of the Residents' Association Board of Directors.

- (b) The Project required review and approval by the Town of Ithaca Planning Board; final site approval was given on February 1, 1983, subject to the conditions and requirements of the several approvals.
- (c) It is expected that the occupants either as owners or tenants individually and collectively through their Residents' Association will comply with all conditions and requirements of the several approvals.
- (d) Article XV of this Declaration of Covenants and Restrictions governs the conditions of Rental and Occupancy. Requiring compliance with the provisions of this Article was an essential condition of approval of the Project. It is expected that these requirements will be strictly enforced.
- (e) A copy of this Article and the final site plan approval shall be delivered to each owner or lessee, who shall sign an acknowledgment that he has received a copy.
- (f) No one shall occupy any unit as owner or tenant unless he has applied for and received a Certificate of Occupancy or Compliance.

Section 3. Planning Board Approval (Resolution February 1, 1983

- (a) The Planning Board of the Town of Ithaca has reviewed the site plans, engineering drawings and details, landscaping plans, utility arrangements and all other necessary documents, and the matters of the development which may require examination and determination by the Board all as required and set forth in the provisions of all applicable subdivision regulations of the Town and the provisions of Article 16 of the Town Law including, without limiting the foregoing, the provisions of Sections 274-a, 276, 277, and 281 of the Town Law to the extent they may now be applicable.
- (b) The Planning Board made a declaration that the Project would not have a significant impact on the environment provided the applicant complied with all mitigating measures and all other requirements contained in the Environmental Assessment Form adopted as part of such declaration, and such decision was confirmed by the decision of the Honorable Frederick B. Bryant, Justice of the Supreme Court dated and filed January 6, 1983 (In the Matter of the Application of the Six Mile Creek Preservation Committee, et al vs. Town Planning Board, et al, Index #82-1397),

and all notices of such declaration were duly given to and filed with all other agencies and parties entitled thereto.

- (c) The Planning Board has actively solicited public comment and has held four public hearings (June 1, June 15, October 5, 1982, and January 18, 1983) at which time all material aspects of the project have been thoroughly discussed, investigated and examined.
- (d) The developer has complied with the letter and spirit of the Town of Ithaca Zoning Ordinance and Subdivision Regulations in an effort to build aesthetically attractive, affordable equity housing in the Town of Ithaca, and the clustered housing plan preserves valuable open space within the residential subdivision and reduces the cost of roads, utilities and other public improvements, and the Planning Board is satisfied that the latest revised plans satisfy the intent of the Town of Ithaca Cluster Regulations.
- (e) The Planning Board finds that there is an existing public need for such moderately priced housing within the Town.
- (f) In order to control the density of occupancy of the project, the applicant has agreed to terms required by the Planning Board under which any dwelling unit in the project may be occupied, leased or assigned; these conditions are set forth in Article XV of the Declaration of Covenants and Restrictions; a synopsis of such density requirements will be included as a part of any Certificate of Occupancy.
- (g) The developer agrees to take such reasonable steps, through landscaping, physical barriers, and other means to control or discourage access to adjacent lands of the City of Ithaca Watershed and will coordinate his efforts with those of the appropriate agencies of the City and Town; it is understood nevertheless that it is the obligation of the City in the final sense to control access to the watershed area and to regulate its use.
- (h) The Project will be developed in nine clusters described by the phasing plan submitted by the Developer, dated September 14, 1982, and filed in the office of the Town Engineer.
- (i) No more than four clusters (of the nine identified) in Exhibit B to this Declaration and in said Phasing Plan shall be started and under construction or incomplete at any time, except that the Planning Board may waive this restriction for good cause shown; nevertheless, any cluster will be completed within three years from the date of commencement of construction.
- (j) A second access road for access southerly to the street labeled "Penny Lane", adjacent to the lands of Edna Clausen, is shown on

the subdivision plat filed on September 14, 1982 in the office of the Town Engineer and the strip of land over which such second road is located shall be kept free and unencumbered for the purpose of providing such second access; such second access may be constructed at a location farther to the east of its present location in a manner satisfactory to the Town Engineer if the developer acquires the title to lands for such purpose.

- (k) The developer has agreed to construct check dams of rock or treated railroad ties and to comply with all other mitigative measures described in Part III of the Environmental Assessment Form approved by the Planning Board October 5, 1982 and on file in the office of the Town Engineer as the location or the Town Engineer requires throughout the project; the seeding recommendations of the Soil Conservation Service, which have been sought, shall be implemented for disturbed or unstable areas.
- (l) The Regional Engineer of the New York State Department of Transportation has approved the design for the entrance of the project with State Route 79.
- (m) A subdivision map, prepared by a licensed surveyor, showing such details as the Planning Board has required by this approval, approved by the Tompkins County Health Department, signed by the Planning Board Chairman, will be filed within the time prescribed by Town Law in the Office of the County Clerk.
- (n) An "as-built" map of each cluster will be prepared by a licensed surveyor showing at minimum the location of dwelling units, land improvements, driveways, parking areas, carports, sidewalks and utility easements, and a metes and bounds description of all properties conveyed to individuals or the Homeowners Association will be filed with the Town Engineer and in the Office of the County Clerk upon completion of each cluster.
- (o) The construction, operation and maintenance of the Project shall be in accordance with all applicable laws, codes, ordinances, rules and regulations; without limiting the foregoing, the developer will comply with those provisions of the Town Law governing the manner in which public improvements will be accepted prior to each cluster being occupied, including the offering and acceptance of adequate security and agreements toward completion of improvements as the Town Board may require.
- (p) This approval shall be subject to approval of the Declaration of Covenants and Restrictions by the State's Attorney General or other State agency having jurisdiction and no Certificates of Occupancy shall be issued until such approval has been obtained except that if the developer encounters an unreasonable delay in

obtaining such approvals from the State¹ the developer may apply to the Planning Board for such Certificate of Occupancy and the Planning Board may deny such application, or grant the same, in its sole discretion, with such conditions as the Planning Board may impose.

- (q) The Developer agrees that no Covenants and Restrictions, By-Laws, or other rule or regulation of the Homeowners' Association shall at any time be less restrictive than the requirements of this Approval or any other applicable law, statute, ordinance, rule or regulation of the Town or any of its board, and this Approval, or any amendment thereof, shall be incorporated in and be made a part of the Declaration of Covenants and Restrictions and shall be referred to by suitable provision in the By-Laws of the Association.
- (r) The Covenants and Restrictions shall be referred to in the deeds conveying title to the units and, the full Covenants and Restrictions shall be furnished to all buyers prior to said conveyance.
- (s) All of the above requirements relate to and are added to the plans and specifications contained in the project drawings last revised and submitted to the Planning Board February 1, 1983.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal this day of _____, 1983.

HOUSE CRAFT BUILDERS, Inc., Declarant
By JEROLD WEISBURD, President

EXHIBIT A

TO

**DECLARATION OF COVENANTS AND
RESTRICTIONS**

Made by House Craft Builders, Inc.

With Respect to a Development Known As

Commonland Community

Description of Phase I Properties

ALL THOSE TRACTS OR PARCELS OF LAND, situate in the Town of Ithaca, County of Tompkins and State of New York, bounded and described as follows:

BEGINNING at an iron rod set in the northwest corner of lands now or formerly owned by Robert E. and Kay Marion by deeds recorded in the Office of the Tompkins County Clerk in Liber 508 of Deeds at Page 566 and in Liber 579 of Deeds at Page 975 as shown on a survey entitled "SURVEY FOR PAUL GRTNELL & SAMUEL BREWER" made by George Schlecht, L.L.S., dated June 14, 1982, a copy of which was filed in said Clerk's Office on July 2, 1982 and appears in Vault Box VI, said point being south 53° 13'49" west 177 feet from the center line of New York State Route 79; thence south 19° 3'17" west 179.64 feet to a point; thence south 76° 28'31" west 445 feet to a point; thence north 03° 43'31" east 365 feet to a point; thence north 74° 43'31" east 198 feet to a point; thence south 62° 44'17" east 311.15 feet to the point or place of beginning, containing 3.230 acres, and constituting Cluster C of Commonland Community ("Spring Hill")

TOGETHER WITH a second parcel of land bounded and described as follows: BEGINNING at an iron rod at the northwesterly corner of lands now or formerly owned by Robert E. and Kay Marion and being the same point of beginning of the parcel first above described; thence south 36° 35'58" east along the westerly line of lands now or formerly owned by said Marion 240.00 feet to a point; thence south 36° 46'11" east along the westerly lines of lands now or formerly owned by B. Carpenter, J. Burke, and W. Marion 200.81 feet to a point;

thence south $63^{\circ} 10'59''$ west 506.06 feet to a point; thence north $45^{\circ} 04'52''$ west 432.58 feet to a point; thence north $76^{\circ} 28'31''$ east 445.00 feet to a point; thence north $19^{\circ} 03'17''$ east 179.64 feet to the point of beginning, containing 4.439 acres of land and constituting Cluster B of said Commonland Community ("Mare's Nest");

TOGETHER WITH a third parcel of land bounded and described as follows: BEGINNING at an iron rod at the southwesterly corner of lands formerly owned by Paul Grinnell and Samuel Brewer, said iron rod being located in the northerly line of lands now or formerly owned by the City of Ithaca (Watershed Property). Thence the following courses and distances along said City of Ithaca property: north $51^{\circ} 01'20''$ west, 607.44 feet to an iron rod; south $88^{\circ} 36'40''$ west, 100.00 feet to an iron rod; north $64^{\circ} 14'20''$ west, 279.00 feet to an iron rod; north $15^{\circ} 49'20''$ west 291.00 feet to an iron rod; north $12^{\circ} 17'20''$ west, 77.10 feet to an iron rod; thence north $76^{\circ} 28'31''$ east, 270.79 feet to a point; thence south $45^{\circ} 04'52''$ east, 432.58 feet to a point; thence south $25^{\circ} 55'42''$ east, 140.00 feet to a point; thence south $83^{\circ} 05'42''$ east, 345.00 feet to a point; thence south $06^{\circ} 54'18''$ west along the western line of lands of John Marion (Liber 256 of Deeds at Page 69), 450.00 feet to the point or place of beginning, containing 7.971 acres of land and known as the Park Area of said Commonland Community.

Said parcels above described being a portion of lands conveyed by Samuel V. Brewer and Paul L. Grinnell to Jerold Weisburd by deed dated July 2, 1982 and recorded July 2, 1982 in the Office of the Tompkins County Clerk at Liber 589 of Deeds Page 1104.

EXHIBIT B

TO DECLARATION OF COVENANTS AND RESTRICTIONS

Made by House Craft Builders, Inc.
With Respect to a Development Known As
Commonland Community

Description of the Residential Units To Be Constructed In Each Cluster of the
Commonland Community Project

Cluster	Number of Buildings in Cluster with Number of Units in each Building	Total Number Residential Units in each Cluster
1	3 buildings with 3 units 1 building with 2 units	11 units
2	1 building with 3 units 1 building with 2 units	15 units
3	1 building with 3 units 3 buildings with 5 units	18 units
4	2 buildings with 2 units 1 building with 5 units	9 units
5	1 building with 2 units 3 buildings with 5 units	17 units
6	3 buildings with 5 units	15 units
7	2 buildings with 2 units 2 buildings with 5 units	14 units
8	1 building with 3 units 1 building with 4 units 1 building with 5 units	12 units
9	2 buildings with 4 units 1 building with 5 units	13 units
	TOTAL RESIDENTIAL DWELLING UNITS	125 units

CERTIFICATE OF INCORPORATION
OF
COMMONLND COMMUNITY RESIDENTS'
ASSOCIATION, INC.,
UNDER
SECTION 402 OF THE NOT-FOR-PROFIT CORPORATION LAW

The undersigned, for the purpose of forming a corporation under Section 402 of the Not-for-Profit Corporation Law, hereby certifies:

Name

1. The Name of the Corporation is Commonland Community Residents' Association, Inc., hereinafter known as: the "Corporation"

2. The Corporation is a corporation as defined in subparagraph (a) (5) of Section 102 (Definitions) of the Not-for-Profit Corporation Law.

3. The Corporation is being formed exclusively for the following purposes, none of which is for pecuniary profit or financial gain:

- (a) To promote the health, safety and welfare of the residents of the residential community known as Commonland Community in lands situated in the Town of Ithaca, County of Tompkins, and State of New York.
- (b) To own, acquire, build, operate and maintain land and facilities for community, recreational and cultural use, including buildings, structures, improvements and personal property incidental thereto.
- (c) To exercise all of the powers and privileges and to perform all the duties and obligations of the association as set forth in the Declaration of Covenants and Restrictions which may hereafter be made by house Craft Builders and recorded among the land records of Tompkins County, New York, and to enforce any and all covenants, restrictions and agreements applicable to the residential parcels within the above-described residential community and the common properties thereof.
- (d) To exercise jurisdiction over that portion of the Commonland Community as shall have been developed by residential home construction, together with the sections of the common area within said Commonland Community which shall have been conveyed to this Corporation by appropriate documents.

- (e) To fix, levy, collect, and enforce payment by any lawful means of all charges or assessments fixed, levied or assessed against members of the Corporation; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Corporation, including all licenses, taxes, or governmental charges levied or imposed against the property of the Corporation.
- (f) To acquire by gift, purchase or otherwise, and to sell, lease, transfer, dedicate for public use, or otherwise dispose of, real or personal property in connection with the affairs of the Corporation.
- (g) To borrow money and, with the assent of two-thirds. (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed for debts incurred.
- (h) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.
- (i) To make and perform any contracts and to do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof.

4. In addition to the foregoing corporate purposes, the Corporation shall have all of the general powers set forth in Section 202 of the Not-for-Profit Corporation Law, together with the power to solicit and receive grants, bequests and contributions for the corporate purposes.

5. The Corporation is a type A corporation pursuant to Section 201 of the Not-for-Profit Corporation Law.

6. Nothing contained in this Certificate shall authorize or empower the Corporation to perform or engage in any act or practice prohibited by the General Business Law, Section 340, or other anti-monopoly statute of the State of New York.

Principal Office

7. The Principal Office of the Corporation is to be located in the Town of Ithaca, County of Tompkins, State of New York.

Territory

8. The location in which the Corporation's operations are principally to be conducted is the Town of Ithaca, County of Tompkins, and State of New York.

Duration

9. The Duration of the Corporation shall be perpetual.

Membership

10. Every person or entity who is a record owner of a fee or undivided fee interest in any lot located within the Commonland Community which is subject by covenants of record to assessment by the Corporation, but not including contract buyers, shall be a member of the Corporation and shall have one vote per lot owned. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Corporation shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Corporation. Ownership of such lot shall be the sole qualification for Membership.

Voting Rights

11. The Corporation shall have two classes of voting member ship:

Class A.

Class A members shall be all owners of lots in Commonland Community with the exception of the developer House Craft Builders until there shall cease to be Class B membership, and each Class A. member shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

Class B.

The Class B member shall be the developer House Craft Builders and shall be entitled to one (1) vote for each lot which it owns. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs sooner:

- (a) The total number of votes outstanding in the Class A membership becomes equal to or greater than the total number of votes outstanding in the Class 13 membership, or,

- (b) A period of five years passes after the transfer of title to the first lot to an owner other than the developer.

Board of Directors

12. The governing Board of the Corporation shall be the Board of Directors, consisting of no fewer than five (5) and no more than eleven (11) persons. The number of Directors may be changed by amendment of the By-laws of the Corporation.

Agent for Service of Process

13. Commonland Community Residents' Association, Inc. designates the Secretary of State of the State of New York as its Agent upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is as follows:

c/o Jerold Weisburd
House Craft Builders,
167 Calkins Road
Ithaca, New York 14850.

Amendment

14. Amendment of this Certificate of Incorporation shall require the assent of seventy-five percent (75%) of the entire membership.

Dissolution

15. The Corporation may be dissolved pursuant to a plan of liquidation adopted in accordance with the provisions of Article 10 of the Not-for-Profit Corporation Law, and the approval of such plan, given in writing and signed by not less than two-thirds (2/3) of each class of members. upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization devoted to similar purposes.

Initial Directors

16. The names and residences of the Initial Directors until the first annual meeting are:

Jerold Weisburd
167 Calkins Road, Ithaca, New York 14850

Claudia Weisburd
167 Calkins Road, Ithaca, New York 14850

John Wooding
218 University Avenue, Ithaca, New York 14850

Joseph Bevis
R.D. #1, Box 97, Berkshire, New York 13736

Lawrence Jones
21 Midline Road, Slaterville, New York 14881

Other Consents

17. No approvals or Consents are required by the Not-for-Profit Law or any other statute before this Certificate can be filed.

IN WITNESS WHEREOF, the undersigned incorporator, being over the age of eighteen years, has read, subscribed and acknowledged this Certificate the 25th day of January, 1983.

Jerold Weisburd
167 Calkins Road,
Ithaca, New York 14850

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

On this 25th day of January, 1983, before me personally came JEROLD WEISBURD, to me known to be the individual described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Republic
Peter J. Walsh
Notary Public, State of New York
No 4721245