

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Bogner-Seitel Realty, Inc., hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the Hamlet of Klamesha Lake, Sullivan County, New York, which is legally described in Exhibit A attached hereto and incorporated herein by reference, and

WHEREAS, by a previous Declaration of Covenants, Conditions and Restrictions for Section 1 heretofore made and dated May 23, 1969 and recorded in the Sullivan County Clerk's Office August 6, 1969 in Liber 734 of Deeds at page 816 in which, under Article XI, Section 4 it was provided that additional lands could be annexed by the Declarant without the consent of the members within ten (10) years, and

WHEREAS, by a previous Declaration of Covenants, Conditions and Restrictions for Section 2 heretofore made and dated February 3, 1971 and recorded in the Sullivan County Clerk's Office February 3, 1971 in Liber 750 of Deeds at page 848 in which, under Article XI, Section 4 it was provided that additional lands could be annexed by the Declarant without the consent of the members within ten (10) years, and

WHEREAS, the Declarant has elected to annex the premises described in Exhibit A attached hereto which are adjacent to the premises described in the original Declaration and are part of the lands described in Deed Book 698 page 1006, Deed Book 705 page 882 and Deed Book 707 page 406.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Klamesha Shores Property Owners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot in the annexed area is described in Exhibit B attached hereto and incorporated herein by reference. This shall include the swimming pool, some common walks, common driveways, benches, swings, sand boxes for children, water spray, etc.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Bogner-Seitel Realty, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot 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 Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two 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 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 Lot shall be exercised as they 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 three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on July 1, 1974.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay

to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1, 1972, the maximum annual assessment shall be One Hundred Fifty (\$150.00) Dollars per Lot. Until January 1, 1973, the maximum annual assessment shall be Two Hundred (\$200.00) Dollars per Lot.

(a) From and after January 1, 1972, the maximum annual assessment may be increased each year not more than three (3%) per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1972, the maximum annual assessment may be increased above three (3%) per cent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual 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, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 & 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 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 members or of proxies entitled to cast sixty (60%) per cent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting..

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area described in Exhibit B. The Board of Directors shall fix the amount of the annual

assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then legal prevailing rate of interest per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the 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 pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of New York shall be exempt from the assessments created herein. However, no land or improvement devoted to dwelling use shall be exempt from said assessments.

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However, in order that those units upon which town houses are constructed and conveyed by Declarant or its agents may, with reasonable promptness, receive the benefits of maintenance by the Association for the enjoyment of the residents therein, and also be subject to assessments therefor, and so as not to discourage the Declarant from voting for such assessments at such times as the Declarant may still own a substantial number of Lots in the subdivision upon which there may be no construction or where there may be construction in progress with no occupants residing thereon, and the assessments for which Lots would impose a burden on the Declarant without the Declarant requiring, desiring or receiving the benefits of such maintenance items upon such Lots, such as landscaping, snow removal, trash pickup, as well as other items, it is therefore expressly provided that each of the first

Lots on the property described in Exhibit A, prior to the time a town house is constructed thereon and conveyed by the Declarant, shall be exempted from the assessments, charges and liens created herein for any amounts in excess of fifty (50%) per cent of the assessment paid by the individual Owner for any such unconveyed Lot until the time of conveyance of such Lot and the Declarant shall not pay more than the said fifty (50%) per cent for each of said

Lots until their conveyance, anything in these covenants and restrictions to the contrary notwithstanding. It is further provided that after the conveyance of the said first Lots, and upon conveyance of a Lot which was therefore entitled to one of the above exemptions, such unit shall have no further exemption and shall be subject to the full amount of the assessments as set forth in Article IV. Prior to such conveyance by the Declarant of units in the subdivision upon which construction of town houses has been completed, and for which certificates of occupancy have been issued, but which Lots are not yet sold and conveyed, the Declarant shall be responsible for the maintenance of such Lots in a manner typical of the average maintenance of the Lots in the subdivision.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made 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 as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: trees, shrubs, grass, walks, garbage removal and snow clearance. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or neglectful act of the Owner, his family or guests, or invitees, the Association shall have the right to make such maintenance or repairs and the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VII
BUILDING AND USE RESTRICTIONS

Section 1. The subdivision is hereby restricted to residential dwellings, including town houses and ancillary and accessory uses and buildings in connection therewith, including but not limited to community buildings. All buildings or structures erected in the subdivision shall be of new construction and no buildings or structures shall be removed from other locations to the subdivision and no subsequent buildings or structures other than town houses shall be built on any unit where the Declarant has theretofore constructed a town house. No building or structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except for dogs, cats or other household pets for other than commercial purposes.

Section 3. Except that no more than one "For Rent" or "For Sale" sign of not more than five (5) square feet may be maintained on any unit, no advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any unit, nor shall any unit be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the subdivision. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the subdivision except activities intended primarily to serve residents in the subdivision. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time.

As part of the overall program of development of the properties into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Area and facilities thereon, including any community buildings, without charge during the sales and construction period to aid in its marketing activities.

Section 4. All clotheslines, equipment, garbage cans, service yards, wood-piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring units and streets. All rubbish, trash and garbage shall be regularly removed from the subdivision and shall not be allowed to accumulate thereon.

Section 5. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on property within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

Section 6. No outdoor television antennas shall be erected or maintained on a Lot without the express written permission of the Association, its successors or assigns, which permission shall be granted only on condition that same are to be removed when a central cable system for the subdivision is installed and in use.

ARTICLE VIII
UTILITIES EASEMENTS

Declarant, for itself, its successors or assigns, hereby reserves the right, without further consent from the Owner, for itself or for any public utility company, municipality, gas, oil, television, sewer or water company, to grant the right to erect, lay, cause or permit to be erected, laid, maintained, removed or repaired in, on, over or under all roads, streets, avenues or ways on which a Lot abuts, electric light, telephone, television and telegraph poles, wires and conduits, water, sewer, oil and gas pipes and conduits, catch basins, surface drains and such other customary and usual appurtenances as may, from time to time, in the opinion of the Declarant, its successors or assigns or any public utility company, gas, oil, television, sewer, water company or municipality maintaining such facilities, be determined necessary or useful in connection with the beneficial use of the property to be conveyed by the Declarant, its successors or assigns or of the said roads, streets, avenues and ways, and only in and on said Lot or Lots when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, arising out of the construction, maintenance and repair thereof or arising out of the temporary or other inconvenience caused thereby are hereby waived by the Owner. Declarant reserves the title to the streets and further reserves the right to dedicate such streets to the Township for public use.

ARTICLE IX
ENCROACHMENTS

Wherever the eaves, downspouts, gutters and/or roof of any building overhang or encroach on any abutting Lot, an easement shall thereby be

created and remain in existence over that portion of the abutting lot thereby affected and, by the acceptance of any deed of conveyance to any Lot, the Lot Owner thereby consents that the overhang or encroachment, as it exists, shall remain at its present location. This easement shall remain in full force and effect, not only for existing structures, but also for future construction, and shall survive the delivery of the deed of conveyance. The right and privilege to replace, repair and maintain any said overhang or encroachment shall be absolute, except that the Lot Owner making same shall always be required to leave the property of the abutting Lot Owner in the same condition as it was prior thereto.

ARTICLE X PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions 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 proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, 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 proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by his 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 such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contributions from any other Owner under this Article 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 Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. 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. This Declaration may be

amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy five (75%) per cent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described in Deed Book 698, Page 1006; Deed Book 705, Page 882 and Deed Book 707, Page 406 of the land records in the Sullivan County Clerk's Office may be annexed by the Declarant without the consent of the members within ten (10) years of the date of this instrument, provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them. However, Article IV, Section 10 shall also apply as regards the Annexation of additional land by Declarant. That is, Declarant shall pay no more than fifty (50%) per cent of the assessment paid by the individual Owner for any such unconveyed Lot in the annexed land until the time of conveyance of such Lot by the Declarant.

Section 5. Anything to the contrary herein contained notwithstanding, the members, without consent, shall be required to pay an increased annual assessment or a special assessment, an amount to be established by and paid to the Association sufficient to cover the annual costs of operation, control and maintenance of the swimming pool and community building when completed and dedicated to the Association by the Declarant. This increased annual assessment or special assessment for said facilities shall be automatic, the Association to become responsible for the operation, control and maintenance thereof and the Declarant relieved therefrom. Enforcement of collection of the increased annual assessment or special assessment as herein intended shall be governed in the same manner as herein provided for the collection of the assessments. However, there shall be no assessment

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for these facilities unless and until they are conveyed free and clear of all encumbrances by Declarant to the Association.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of the Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of October, 1972.

(seal)

BOGNER-SEITEL REALTY, INC.

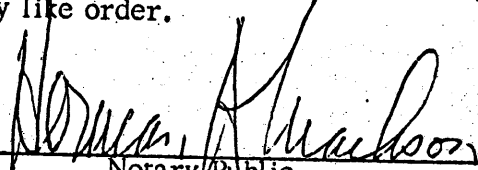
By:

Manuel Bogner
President

Declarant

STATE OF NEW YORK)
COUNTY OF SULLIVAN)

On the 30th day of October, 1972, before me personally came MANUEL BOGNER, who, being by me duly sworn, did say that he is the President of Bogner-Seitel Realty, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, that he signed his name thereto by like order.


Notary Public

HERMAN A. MACHSON
NOTARY PUBLIC, STATE OF NEW YORK
SULLIVAN COUNTY CLERK'S NO. 181
TERM EXPIRES MARCH 31, 1974

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IN TO THIS BOOK GO TO DEVENOR 916 YOU WILL FIND THE SEALING SERIALS LISTED FOR THESE INSTRUMENTS

1974 MAR 31 10:00 AM

ALL that certain lot, piece or parcel of land situated in the Town of Thompson, County of Sullivan, State of New York and being more accurately bounded and described as follows:

xid
BEGINNING at the intersection of the westerly line of Section II, Patio Homes, with the southerly line of lands of Slutz; thence, from said point of beginning and along the westerly line of Section II, South 37° 16' 45" West 273.0' to a point; thence, South 66° 47' 17" West 261.33' to a point; thence, South 30° 12' 27" East 168.94' to a point; thence, South 39° 17' 29" West 129.31' to a point in the northerly line of lands of Kerrigan; thence along said lands, North 79° 43' 15" West 463.20' to a point; thence through lands of Patio Homes, North 32° 16' 45" East 908.13' to the westerly corner of lands of Slutz; thence along said lands, South 52° 43' 15" East 469.0' to the point of beginning, containing 7.7+ acres.

Subject to the public right of way over such portions of the above described premises as are now being used for highway purposes and subject to easements and rights of way of record heretofore granted to New York State Electric & Gas Corporation, New York Telephone Company and other public utilities that are now using the aforementioned premises.

EXHIBIT "A"

ALL that certain lot, piece or parcel of land situated in the Town of Thompson, County of Sullivan, State of New York and being more accurately bounded and described as follows:

BEGINNING at the intersection of the westerly line of Section II, Patio Homes, with the southerly line of lands of Slutz; thence, from said point of beginning and along the westerly line of Section II, South $37^{\circ} 16' 45''$ West 273.0' to a point; thence, South $66^{\circ} 46' 17''$ West 261.33' to a point; thence, South $30^{\circ} 12' 27''$ East 168.94' to a point; thence, South $39^{\circ} 17' 29''$ West 129.31' to a point in the northerly line of lands of Kerrigan; thence along said lands, North $79^{\circ} 43' 15''$ West 463.20' to a point; thence through lands of Patio Homes, North $32^{\circ} 16' 45''$ East 908.13' to the westerly corner of lands of Slutz; thence along said lands, South $52^{\circ} 43' 15''$ East 469.0' to the point of beginning, containing 7.7+ acres.

EXCEPTING AND RESERVING from the above described premises the streets shown on a map of Patio Homes at Kiamesha Shores, Section 3, and known as Robert Road, Peter Way and Elizabeth Way together with the drainage easements constructed and installed in connection therewith and also excepting and reserving all of the lots shown and designated on said map as follows: on Robert Road #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #20, #21, #22, #23, #24 and #25; on Peter Way #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23, #24, #25, #26, #27, #28, #29 and #30; on Elizabeth Way #1, #2, #19, #20, #21, #22, #23, #24, #25 and #26.

Subject to the public right of way over such portions of the above described premises as are now being used for highway purposes and subject to easements and rights of way of record heretofore granted to New York State Electric & Gas Corporation, New York Telephone Company and other public utilities that are now using the aforementioned premises.

Subject also to the right to create easements in accordance with Article VIII of the within Declaration.

A true record entered OCT 30 1972
OCT 30 1972 at
11:13 A.M., Millicent C. Flynn, Clerk

EXHIBIT "B"

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