

Revised & filed April 2010 COPY

**FIRST AMENDMENT TO BY-LAWS
OF
BREWSTER-ALLING HOUSE CONDOMINIUM**

This is a First Amendment to the By-Laws which were not previously recorded but are being recorded simultaneously herewith.. These By-Laws are being amended simultaneously with the Amendment of the Declaration of Condominium previously recorded on June 28, 2002 in Liber 9641 of Deeds at page 236 in the Monroe County Clerk's Office. The By-Laws are hereby amended as follows:

1. Article I, Section 2, defining "Garage" is amended to add the additional garage building next to the visitor parking area.
2. Article II, Section 2, shall be amended to delete the last six lines after the word "Declaration".
3. Article III, Section 6, 3rd sentence, shall be amended and an additional sentence shall be added to read as follows:

"All Common Elements which are restricted to the use of one or more specified Unit Owners shall be maintained and repaired by such Unit Owners, except for the exterior of the Garages (including overhead doors but excluding electric door opening mechanisms) and parking areas which shall be maintained by the Board of Managers." In addition, any portion of a restricted common element which is part of the structural system of the building, such as roofs, stone walls or foundations (but not stairs) shall be maintained by the Board of Managers.

4. Article III, Section 8 (c) shall omit notice by telegram and substitute notice by electronic mail.

5. Article VI, Section 1, last sentence, shall be amended to state:

"In the case of a conflict between the Rules and Regulations subsequently adopted by the Board of Managers and the Rules and Regulations set forth herein, the Rules and Regulations herein shall prevail."

6. Article VI, Section 1, shall have a new paragraph added to read as follows:

"The Board of Managers is empowered to serve written notice of any rules violation on a Unit Owner. Such written warnings shall be given twice. If the Owner fails to comply within five (5) days of the second notice, the Board of Managers is empowered to assess a fine of \$100.00 for each day of continued violation. Unpaid fines will be considered additional assessments and will become a lien on the Unit."

7. Article VI, Section 2 (g) shall be amended to also prohibit the posting of signs, banners or flags. Further, it shall be amended to add that "for sale" or "for lease" signs may only be erected for sixty (60) days in any six (6) month period.

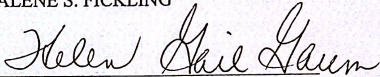
8. Article VII shall have an additional paragraph added as follows:

"If any Unit Owner fails to pay common charges due by the 10th of the month, a late charge of \$50.00 will be added to his account. In addition to a foreclosure action, the Board of Managers may bring an action against the Unit owner to recover a money judgment for the delinquent payments and may recover attorney's fees and disbursements in such an action.

IN WITNESS WHEREOF this By-Law amendment is executed by all owners of Units in the Brewster-Alling House Condominium.

PATRICIA BOWERS

ALENE S. FICKLING



HELEN GAIL GAUM



WINSTON E. GAUM

ROBERT C. GRIGGS

ROSALYNE H. GRIGGS

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this ____ day of _____, 2010, before me the undersigned, a notary public in and for said state, personally appeared PATRICIA BOWERS, personally known to me or approved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary public

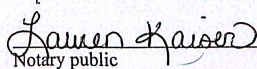
STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this ____ day of _____, 2010, before me the undersigned, a notary public in and for said state, personally appeared ALENE S. FICKLING, personally known to me or approved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary public

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 26 day of March, 2010, before me the undersigned, a notary public in and for said state, personally appeared HELEN GAIL GAUM and WINSTON E. GAUM, personally known to me or approved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities and that by their signatures on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.



Notary public

LAUREN E. KAISER
Notary Public, State of New York
Monroe County, #01KA8142730
Commission Expires 03/20/2016

For copies at Monroe County Clerk's Office

Declaration can be found at Book D09641

Bylaws

page 0236

Deed

**FIRST AMENDMENT TO DECLARATION
OF THE BREWSTER-ALLING HOUSE CONDOMINIUM**

11:02

This is the first amendment to Declaration of the Brewster-Alling House Condominium, which Declaration was originally filed in the Monroe County Clerk's Office on June 28, 2002 in Liber of Deeds 9641 at page 236.

The Declaration of the Brewster-Alling House Condominium is hereby amended in the following respects:

1. In Article III, number 14, the definition of "Garages" is amended to add the additional two car garage building next to the visitor parking area.
2. In Article III, number 15, the definition of "Limited Common Elements" shall not include fire escapes, but shall include garage parking spaces, storage areas, decks, (Units C/E and B) private side entrance of Unit A and the yard area for Unit A.
3. Article IV, paragraph 3 is corrected to state that Unit E has been developed as a 2nd floor to Unit C. It contains two bedrooms and two bathrooms. Units C and E shall both be conveyed to only one purchaser but shall remain as two units.
4. Pursuant to Article IV, paragraph 4, the following Garage spaces are assigned to the following Units and shall be designated as Limited Common Elements appurtenant to each:

Unit A - 2 car garage contiguous to main house;
Unit B - 2 car garage opposite Unit A's garage;
Unit C/E - 2 car garage adjacent to visitor parking area;
Unit D - 1 car garage between Unit B and Unit C/E, and one surface parking space.
5. Article VIII shall be amended to add at the end of paragraph 5 that improvements costing more than \$2500.00 shall require the approval of a majority in common interest of the homeowners.
6. Article XI shall be amended to provide that the consent of mortgagees shall only be required as to amendments which adversely affect the security interest of mortgagees of the Units.
7. Article XV, Number 10, shall be amended to read as follows: "No more than one dog, cat, bird and other approved domestic pet can be kept within the unit, not to exceed thirty (30) lbs., without Board approval.

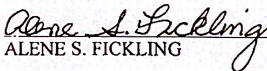
Box 56

8. Basement storage areas are assigned as set forth on the filed basement floor plan with the following changes:
- (a) Storage Units B and C (151 sq. ft. and 150 sq. ft. respectively) are now combined for Units C and E which are held in common ownership. There is no wall between these two areas.
 - (b) Unit B shall now have the understair storage previously shown as "Unit E" storage - 53 sq. ft. and shall also have the 86 +/- sq. ft. area shown on the attached sketch.

A new demising wall shall be erected to define this space.

Except as otherwise amended, the Declaration of the Brewster-Ailing House Condominium is hereby affirmed and in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration is executed by **80%** of Unit Owners.



ALENE S. FICKLING

HELEN GAIL GAUM

WINSTON E. GAUM



ROBERT C. GRIGGS



ROSALYNNE H. GRIGGS