

Tln.
8x 64

0 0 0 . 0 9 0 5 1 0 0 1

TR. NO. 86928162499
BOOK 6851 PAGE 1
REEL PR
NO. PAGES 80
01/28/86 16:24:00
AT
MONROE COUNTY CLERK

DECLARATION.

Establishing a Plan for Condominium Ownership
of the premises known as Woodhill Condominium
Town of Greece, New York
pursuant to Article 9-B of the Real Property Law
of the State of New York

NAME: WOODHILL CONDOMINIUM
DECLARANT: DONALD J. SIXT, JR.
950 Edgemere Drive
Rochester, New York 14612

Date of Declaration: January 10, 1986

The land affected by the within instrument lies in the
Town of Greece, County of Monroe, New York.

RECEIVED
REAL ESTATE
JAN 28 1986
TRANSFER TAX
MONROE
COUNTY

0-13574

RECORDED
26 JAN 28 P 4: 24
MONROE COUNTY CLERK

INDEX TO THE DECLARATION

<u>Section</u>	<u>Subject</u>	<u>Page</u>
1	Submission of the Property.....	1
2	Land.....	1
3	The Buildings.....	2
4	The Units.....	2
5	Common Elements.....	3
6	Determination of Percentage Interest in the Common Elements.....	5
7	Right of Declarant to Combine, Subdivide or Realign Units Held by the Declarant.....	5
8	Encroachments.....	6
9	Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Elements Located Inside Units.....	7
10	Blanket Easement to Declarant and Board of Managers.....	8
11	Power of Attorney to Board of Managers.....	9
12	Acquisition of Units by Board of Managers.....	10
13	Person to Receive Process.....	11
14	Use of Buildings and Units.....	11

Index to the Declaration

<u>Section</u>	<u>Subject</u>	<u>Page</u>
15	Units subject to Declaration, By-Laws, and Rules and Regulations.....	11
16	Amendment of Declaration.....	12
17	Invalidity.....	13
18	Waiver.....	13
19	Captions.....	13
20	Gender and Number.....	13
Exhibit A	Legal Description of Condominium Parcel.....	16
Exhibit B	Unit Identification.....	17

DECLARATION OF THE WOODHILL CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law
of the State of New York)

DONALD J. SIXT, JR., with an office at 950 Edgemere Drive,
Rochester, New York 14612 (the "Declarant"), hereby declares as
follows:

1. Submission of the Property.

The Land and Buildings (each hereinafter defined) and all other
property, real, personal, or mixed, intended for use in connection
therewith (collectively the "Property") are hereby submitted to the
provisions of Article 9-B of the Real Property Law of the State of New
York (the "New York Condominium Act") and pursuant thereto a
condominium regime to be known as "Woodhill Condominium" is hereby
established.

2. The Land.

The Property consists in part of all those certain tracts, pieces
and parcels of land (the "Land") situate, lying and being in the
County of Monroe, State of New York, more particularly described in
Exhibit A annexed hereto and made a part hereof. The Land is owned by
the Declarant in fee simple, subject only to public utility easements
of record and a mortgage held by Walter J. Kartes and Edward Kartes.

Page 2

3. The Buildings.

The Property consists in part of three (3) two-story townhouse structures containing a total of twenty-eight (28) units.

4. The Units.

Exhibit B annexed hereto and made a part hereof sets forth the following data with respect to each unit necessary for the proper identification thereof; unit number; approximate square foot area; number of rooms; tax lot number and the percentage interest of each unit in the common elements. The location of each unit is more fully designated on the floor plans (as hereinafter defined) and reference should be made thereto to determine the location of each unit.

As shown on the floor plans of the Buildings ("Floor Plans"), certified by Carl J. Fuehrer, P.E., and to be filed in the office of the Monroe County Clerk, Rochester, New York, simultaneously with the recording of this Declaration, the physical dimensions of each unit consist of the area measured horizontally (1) from the exterior surface of the drywall on the front exterior wall of the building, to the exterior surface of the drywall on the opposite or rear exterior wall, (2) from the exterior surface of the drywall on the exterior wall at the end of a building or on the wall which separates such unit from an adjoining unit, to the exterior surface of the drywall on the opposite wall which separates such unit from an adjoining unit, and

vertically from the surface of the basement floor to the upper surface of the ceiling of the second floor, excepting, however, floor joists and plywood subflooring and any cross bracing between joists.

Basements and stairs shall be parts of the units. Doors and windows which open from from a unit or lead into a unit shall be part of the unit; air conditioners built into exterior walls shall be part of the unit from which they project. Furnaces, duct work, water heaters, hot and cold water pipes and electrical wiring, including junction boxes, circuit breakers, and the like located within a unit and serving only that unit, shall be a part of the same.

5. Common Elements.

The common elements consist of the entire Property, including all parts of the buildings other than the units, including, without limitation, the following:

(a) The land on which the Buildings are erected and all paved parking areas and driveways, except as hereinafter provided, and all landscaped areas, including grass, flowers, and shrubs;

(b) All foundations, studs, joists, plates, beams, and supports;

(c) All exterior walls of the Buildings including any insulation therein but not including the interior drywall attached to such walls, party walls separating units other than the interior drywall attached to such walls separating units; the concrete slabs, and the other floors of wooden joists covered with plywood;

Page 4

(d) All roofs, roof rafters and members or trusses, soffits, vents, and attic crawl spaces including the joists above the second story ceilings and insulation therein;

(e) Certain portions of the common elements hereafter enumerated are irrevocably restricted for the exclusive use of the abutting unit owner, subject to the right of the Board of Managers to enter upon any restricted area for maintenance, repair or improvement of a unit or common element and subject to the rules of the Board of Managers (see By-Laws, Article V). Any portion of the common elements which is not restricted in use may be used by any unit owner. The common elements are not subject to partition nor are they severable from the unit except in accordance with the Real Property Law. Irrevocably restricted (limited) common elements are all patios, porches, and roofs over porches, if any, abutting the units, individual driveways in front of units 94-116 on the east side of Woodhill Drive, and concrete walks from the road to the front entrances of the units including steps or stoop;

(f) All central and appurtenant installations, if any, for services such as electricity, gas, telephone, cable television, and water (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units) and other mechanical equipment spaces, if any, except basements of units;

(g) All tanks, pumps, motors, fans, compressors, and control or other equipment used in common, except heating and air conditioning units and water heaters located in and serving individual units;

Page 5

(h) All sanitary and storm sewer pipes and gutters and downspouts;

(i) All units which may hereafter be acquired and held by the Board of Managers on behalf of all unit owners;

(j) All other parts of the Property and all apparatus and installations existing in the Buildings or on the Property for common use or necessary or convenient to the existence, maintenance, or safety of the Property, which are not specifically made part of a Unit by the terms of this Declaration.

6. Determination of Percentage Interest in the Common Elements.

The percentage interest of the respective units in the common elements has been determined by the Declarant to be the same for each of the twenty-eight units since each of the units contains approximately the same amount of square footage as each of the other units.

7. Rights of Declarant to Combine, Subdivide, or Realign Units held by Declarant.

Notwithstanding any other provisions of this Declaration or of the By-Laws, as long as the Declarant owns one or more units in the Condominium, the Declarant shall have the right, without further authorization from the unit owners or Board of Managers, to combine or subdivide or otherwise realign units held by the Declarant in order to facilitate their sale, and to reflect such changes in the affected

Page 6

unit or units in a duly recorded amendment to the Declaration. In no event, however, shall such combining, subdividing or other realigning of units held by Declarant (a) alter or diminish the common elements, (b) alter or diminish the undivided interest in the common elements and voting rights of units not then owned by the Declarant, or units owned by the Declarant but under a contract of sale not then in default; or (c) diminish the total undivided interest previously allocated to the units undergoing such combining, subdividing or realigning. Neither this provision nor the authority of the Declarant to record an amendment of the Declaration pursuant hereto may be modified or deleted by amendment of the Declaration or By-Laws or otherwise, until such time as the Declarant shall have sold all units held by him.

8. Encroachments.

If any portion of the common elements encroaches upon any unit, or if any unit encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of any Building or as a result of settling or shifting of any Building, or as a result of alterations or refurbishing of the common elements or one or more units made by or with the consent of the Board of Managers, a valid easement for the encroachment and for the maintenance of the same so long as the Building or Buildings stand shall exist. In the event any

Page 7

building, the unit, any adjoining unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit, or of any unit upon any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and maintenance thereof shall exist so long as the Building or Buildings shall stand.

9. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Elements Located Inside Units.

Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines, and other common elements serving such other units and located in such unit. The Board of Managers shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or accessible therefrom or located elsewhere in any Building or Buildings.

Page 8

10. Blanket Easement to Declarant and Board of Managers.

There is hereby created a blanket easement upon, across, over, and under all of the units and common elements for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water lines, storm and sanitary sewers, gas, telephone, electricity, and cable television equipment and lines. By virtue of this easement, it shall be expressly permissible for the Declarant or the Board of Managers or the public utility or other entity responsible for the providing of gas, electric, telephone, water, storm and sanitary sewer, or cable television, service to erect and maintain the necessary underground pipes, conduits and other necessary equipment at or below grade on said property and to affix and maintain electric, cable television and telephone wires, circuits and conduits on, above, across, and under the roofs and exterior walls of the townhouses. An easement is further granted to all police, fire protection, ambulance and all similar municipal or public agencies to enter upon the common elements in the performance of their duties. Further, an easement is hereby granted to the Board of Managers, its officers, agents, employees, and to any managing agent selected by the Board to enter in or to cross over the common elements, and to enter any townhouse, during reasonable hours, and upon request when occupied except in an emergency, to inspect and to perform the duties of

Page 9

maintenance and repair of the common elements as provided for herein or in the By-Laws. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, gas lines, electric lines, water lines, or other utilities may be installed or relocated on the property except as presently installed and located or hereafter approved by Declarant or the Board of Managers. Should any utility furnishing a service covered by the general easement herein provided request a specific easement in the form of a separate recordable document, Declarant shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this paragraph shall in no way affect any other previously recorded easement.

11. Power of Attorney to Board of Managers.

Each unit owner shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto, or otherwise deal with any such unit so acquired, or to sublease any unit leased by the Board of Managers.

12. Acquisition of Units by Board of Managers.

In the event any unit owner shall surrender his unit, together with: (a) the undivided interest in the common elements appurtenant thereto; (b) the interest of such unit owner in any other units acquired by the Board of Managers or its designee on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such unit owner in any other asset of the Condominium (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase from any unit owner who has elected to sell the same, a unit, together with the Appurtenant Interests, pursuant to the terms of the Condominium By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a unit, title to any such unit, together with the Appurtenant Interests, shall be held by the Board of Managers, or its designee, corporate or otherwise, on behalf of all unit owners, in proportion to their respective common interests. Likewise, the lease covering any unit leased by the Board of Managers or its designee, corporate or otherwise, as tenant, shall be held by the Board of Managers, or its designee, on behalf of all unit owners, in proportion to their respective common interests.

Page 11

13. Persons to Receive Process.

The President of the Condominium, and each person serving as a member of the Board of Managers of the Condominium and having a place of residence at the Property, is hereby designated to receive service of process in any action which may be brought against the Condominium. For this purpose, the President shall be deemed to reside at the Property. Pending election of the first President, service of process may be made upon Donald J. Sixt, Jr., whose office is located at 950 Edgemere Drive, Rochester, New York 14612, who is authorized to accept service on behalf of the Condominium.

14. Use of Building and Units.

Each of the units shall be used as a one-family residence only.

15. Units Subject to Declaration, By-Laws, and Rules and Regulations.

All present and future owners, tenants, visitors, and occupants of units shall be subject to, and shall comply with, the provisions of this Declaration, By-Laws, and the Rules and Regulations, as they may be amended from time to time. The failure of an owner of a unit occupied by a nonpurchasing tenant to replenish the working capital fund deposited with the Board of Managers or the managing agent, as required by the By-Laws, Article VII, Section 1(i), within the time therein specified, shall result in the Board of Managers, on behalf of

Page 12

the unit owners, having a lien against the unit for the amount due, enforceable in the same manner as the lien for common charges created by Section 339-z of the Real Property Law. Acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, By-Laws, and the Rules and Regulations, as the same may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof or rental agreement permitting occupancy thereof.

16. Amendment of Declaration.

This Declaration may be amended by a vote of at least sixty-six and two thirds percent (66 2/3%) in number and in common interest of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that any such amendment shall have been approved in writing by all mortgagees who are the holders of liens on any unit. No such amendment shall be effective until recorded in the Office of the Monroe County Clerk, Rochester, New York.

17. Invalidity.

The invalidity of any provisions of this Declaration or any portion thereof, shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

18. Waiver.

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

19. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or proscribe the scope of this Declaration nor the intent of any provision hereof.

20. Gender and Number.

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, wherever the context so requires.

Page 14

IN WITNESS WHEREOF, the Declarant has executed this Declaration
of Condominium the day and year first above written.



Donald J. Sixt, Jr.

Page 16

EXHIBIT A

LEGAL DESCRIPTION OF CONDOMINIUM PARCEL

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Greece, County of Monroe, and State of New York, in Lot # 14 Second Division, Township 2, Shortrange and more particularly described as Lot R-10 which is a resubdivision of Willowbrook Addition, Lot #s 9 to 13 inclusive and as shown on a map filed in Monroe County Clerk's Office in Liber 148 of Maps at page 41.

Said Lot R-10 is on the westerly side of Woodhill Drive and is of the dimennsions as shown on said map.

Also, all that other tract or parcel of land situate in the Town of Greece, County of Monroe and State of New York, known and described as Lot AR-6 as shown on a map of a resubdivision of Lots R5 to R8 inclusive of Willowbrook Addition amended which Map is filed in Monroe County Clerk's Office in Liber 151 of Maps, page 24.

Said Lot AR-6 is on the easterly side of Woodhill Drive and is of the dimensions as shown on said map.

EXHIBIT B
UNIT IDENTIFICATION

<u>Unit No.</u>	<u>Approximate Area in Sq. Ft.*</u>	<u>Number of Rooms**</u>	<u>Tax Account Number</u>	<u>Percent of Interest in Common Elements</u>
94	936	4	060-420-02-045	3.5714
96	936	4	060-420-02-044	3.5714
98	936	4	060-420-02-043	3.5714
100	936	4	060-420-02-042	3.5714
101	936	4	060-420-02-018	3.5714
102	936	4	060-420-02-041	3.5714
103	936	4	060-420-02-019	3.5714
104	936	4	060-420-02-040	3.5714
105	936	4	060-420-02-020	3.5714
106	936	4	060-420-02-039	3.5714
107	936	4	060-420-02-021	3.5714
108	936	4	060-420-02-038	3.5714
109	936	4	060-420-02-022	3.5714
110	936	4	060-420-02-037	3.5714
111	936	4	060-420-02-023	3.5714
112	936	4	060-420-02-036	3.5714
113	936	4	060-420-02-024	3.5714
114	936	4	060-420-02-035	3.5714
115	936	4	060-420-02-025	3.5714
116	936	4	060-420-02-034	3.5714
117	936	4	060-420-02-026	3.5714
119	936	4	060-420-02-027	3.5714
121	936	4	060-420-02-028	3.5714
123	936	4	060-420-02-029	3.5714
125	936	4	060-420-02-030	3.5714
127	936	4	060-420-02-031	3.5714
129	936	4	060-420-02-032	3.5714
131	936	4	060-420-02-033	3.5714

*Excluding approximately 468 square feet of basement space. Areas were computed based on exterior dimensions of the townhouse.

**Excluding bathrooms. Each unit has one full bathroom and one powder room.

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this *10th* day of *January*...., 1986, before me, the subscriber, personally appeared DONALD J. SIXT, JR., to me personally known and known to me to be the same person described in and who executed the foregoing Declaration and he duly acknowledged to me that he executed the same.

Duncan R. Farney
Notary Public

DUNCAN R. FARNEY
NOTARY PUBLIC
State of New York, Monroe County
My Commission Expires March 30, 1986

BY-LAWS OF WOODHILL CONDOMINIUM

TOWN OF GREECE, NEW YORK

I N D E XPage**ARTICLE I.****GENERAL**

Section 1	Unit Ownership.....	1
Section 2	Applicability of By-Laws to Condominium Property.....	1
Section 3	Persons Subject to By-Laws.....	2
Section 4	Office.....	2

ARTICLE II.**BOARD OF MANAGERS**

Section 1	Number and Qualification.....	2
Section 2	Powers and Duties.....	3
Section 3	Managing Agent and Manager.....	7
Section 4	Election and Term of Office.....	8
Section 5	Removal of Members of the Board of Managers.....	9
Section 6	Vacancies.....	9
Section 7	Organization Meeting.....	10
Section 8	Regular Meetings.....	10
Section 9	Special Meetings.....	11
Section 10	Waiver of Notice.....	11
Section 11	Quorum of Board of Managers.....	12
Section 12	Fidelity Bonds.....	12
Section 13	Compensation.....	12
Section 14	Liability of the Board of Managers.....	13

ARTICLE III.**UNIT OWNERS.**

Section 1	Annual Meetings.....	14
Section 2	Place of Meetings.....	15
Section 3	Special Meetings.....	15
Section 4	Notice of Meetings.....	16
Section 5	Adjournment of Meetings.....	16
Section 6	Order of Business.....	16
Section 7	Title to Units.....	17
Section 8	Voting.....	17

Index to By-Laws, continued

- 2 -

		<u>Page</u>
Section 9	Majority of Unit Owners.....	18
Section 10	Quorum.....	18
Section 11	Majority Vote.....	19
Section 12	Rights of Eligible Senior Citizens and Disabled Persons.....	19
ARTICLE IV.	<u>OFFICERS.</u>	
Section 1	Designation.....	19
Section 2	Election of Officers.....	20
Section 3	Removal of Officers.....	20
Section 4	President.....	20
Section 5	Vice President.....	21
Section 6	Secretary.....	21
Section 7	Treasurer.....	21
Section 8	Agreements, Contracts, Deeds, Checks, Etc.....	22
Section 9	Compensation of Officers.....	22
ARTICLE V.	<u>OPERATION OF THE PROPERTY.</u>	
Section 1	Determination of common Expenses and Fixing Common Charges.....	22
Section 2	Insurance.....	24
Section 3	Repair or Reconstruction After Fire or Other Casualty.....	26
Section 4	Payment of Common Charges.....	28
Section 5	Collection of Common Charges.....	28
Section 6	Default in Payment of Common Charges.....	29
Section 7	Foreclosure of Liens for Unpaid Common Charges.....	29
Section 8	Statement of Common Charges.....	30
Section 9	Abatement of Violations by Unit Owners.....	30
Section 10	Maintenance and Repair.....	30
Section 11	Restrictions on Use of Units.....	31
Section 12	Additions, Alterations, or Improvements by the Board of Managers.....	32
Section 13	Additions, Alterations, or Improvements by the Unit Owners.....	33
Section 14	Use of Common Elements and Facilities.....	34
Section 15	Right of Access.....	35

Index to By-Laws, continued

- 3 -

		<u>Page</u>
Section 16	Rules of Conduct.....	35
Section 17	Water Charges and Sewer Rents.....	36
Section 18	Gas and Electricity.....	36
Section 19	Heating and Air-conditioning.....	36
ARTICLE VI.	<u>MORTGAGES.</u>	
Section 1	Notice to Board of Managers.....	37
Section 2	Notice of Unpaid Common Charges.....	37
Section 3	Notice of Default.....	37
Section 4	Examination of Books.....	37
ARTICLE VII.	<u>SALES, LEASES AND MORTGAGES OF UNITS.</u>	
Section 1	Leasing of Units.....	38
Section 2	No Severance of Ownership.....	41
Section 3	Payment of Common Charges.....	41
Section 4	Mortgage of Units.....	42
ARTICLE VIII.	<u>EMINENT DOMAIN</u>	
Section 1	Condemnation.....	42
Section 2	Condemnation of Part of a Unit.....	43
Section 3	Award for Trade Fixtures and Relocation Allowance.....	43
ARTICLE IX.	<u>RECORDS</u>	
Section 1	Records and Audits.....	44
Section 2	Fiscal Year.....	44
ARTICLE X.	<u>MISCELLANEOUS.</u>	
Section 1	Notices.....	45
Section 2	Invalidity.....	45
Section 3	Captions.....	46
Section 4	Gender and Number.....	46
Section 5	Waiver.....	46
Section 6	Insurance Trustee.....	46
Section 7	References to the Declarant.....	47

Index to By-Laws, continued

- 4 -

	<u>Page</u>
ARTICLE XI.	
	<u>AMENDMENTS TO BY-LAWS.</u>
Section 1	Procedure; Consent of Declarant.....47
Section 2	Recording.....48
ARTICLE XII.	
	<u>CONFLICTS.</u>
Section 1	Conflicts.....48
EXHIBITS:	
EXHIBIT A	Rules and Regulations of the Condominium.....49

Page 1

ARTICLE I

GENERAL

Section 1. Unit Ownership

The property known as Woodhill Condominium, Town of Greece, State of New York (hereinafter called the "Property") has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the Office of the County Clerk, Monroe County, simultaneously herewith, and shall hereafter be known as "Woodhill Condominium" (hereinafter referred to as the "Condominium").

Section 2. Applicability of By-Laws to Condominium Property.

The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Buildings and all other improvements thereon (including the units and the common elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

Page 2

Section 3. Persons Subject to By-Laws

All present and future owners, mortgagees, lessees and occupants of units and their agents or employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that these By-Laws, the Rules and Regulations, and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. Office

The office of the Condominium and of the Board of Managers shall be located at 950 Edgemere Drive, Rochester, New York 14612.

ARTICLE II

BOARD OF MANAGERS

Section 1. Number and Qualification

The affairs of the Condominium shall be governed by a Board of Managers, which shall consist of three (3) board members. The Board of Managers shall consist of such Officers and members as shall have been designated by the Declarant until the first meeting of the

Page 3

unit owners. Thereafter, the Board of Managers shall be composed of three persons all of whom shall be owners or spouses of owners of units, or in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners, shall be officers, stockholders or employees of such corporations, or in the case of fiduciary owners, shall be the fiduciaries or officers or employees of such fiduciaries. Within thirty (30) days after closing of title to fifteen of the units, but in no event later than twenty-four (24) months from the closing of title to the first unit, the Declarant shall call the first meeting of unit owners, at which time all of the unit owners, including the Declarant, shall elect a new three-person Board of Managers. At and after the first meeting of unit owners the Declarant shall not elect more than one member of the Board without the consent of the majority of unit owners, other than Declarant.

Section 2. Powers and Duties

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the unit owners. Such power and duties of the Board of Managers shall include, but shall not be limited to, the following:

Page 4

(a) Operation, care, upkeep, and maintenance of the common elements.

(b) Determination of the common expenses required for the affairs of the Condominium including, without limitation, the operation and maintenance of the property.

(c) Collection of the common charges from the unit owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the property.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all unit owners, units surrendered by their owners to the Board of Managers.

(h) Purchasing of units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all unit owners.

Page 5

(i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Managers), or otherwise dealing with units acquired by, and subleasing units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners.

(j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of units on behalf of all unit owners.

(k) Obtaining of insurance for the Property, including the units pursuant to the provisions of Article V, Section 2 hereof.

(l) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property consistent with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(m) Levying fines against unit owners for violation of the Rules and Regulations established by it to govern the conduct of the unit owners, provided, however, that no fine may be levied in an amount in excess of \$25.00 for any one violation. But for each day a violation continues after notice, it shall be considered a separate violation. Such fines may be collected as if they were common charges owed by the unit owner(s) against whom the

Page 6

finer were levied. Where a unit owner is fined for an infraction of the Rules and Regulations and fails to pay the fine within ten (10) days after notification thereof, the Board may levy an additional fine or fines to enforce payment of the initial fine. Where a unit owner persists in violating the Rules and Regulations, the Board may require him to post a bond to secure future compliance with the Rules and Regulations.

(n) Controlling the use of all common elements of the Property, including restricted common elements.

(o) Controlling power shut-offs and other interruptions of the normal functioning of the Condominium, to facilitate renovation of particular units and/or of the common elements. The Board will make every effort in such instances to minimize the disruption of the use and enjoyment of the units and the common elements by the unit owners insofar as it is reasonably possible to do so under the circumstances then prevailing.

(p) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements, provided, however, that (i) the consent of at least sixty-six and two-thirds percent (66 2/3%) in common interest of all unit owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of

Page 7

\$10,000.00, and (ii) no lien to secure repayment of any sum borrowed may be created on any unit or its appurtenant interest in the common elements without the consent of the unit owner.

(q) So long as the Declarant or his designee shall continue to own one or more units, the Board of Managers may not, without the Declarant's prior written consent, (i) make any addition, alteration or improvement to the common elements or to any unit, (ii) hire any employee in addition to the employees referred to in the Plan, or (iii) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the Plan is declared effective, or (iv) borrow money on behalf of the Condominium. Moreover, during this period, any contingency reserve assessment cannot exceed ten percent (10%) of the total yearly budget in any given year without the Declarant's consent.

(r) Taking all other necessary and proper actions for the sound management of the Condominium and fulfillment of the terms and provisions of the Condominium Declaration.

Section 3. Managing Agent and Manager

The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, the

Page 8

duties listed in subdivisions (a), (c), (d), (k), and (l) of Section 2 of this Article II. The Board of Managers may delegate to the manager or managing agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (m), (n), (o), and (r) of Section 2 of this Article II.

Section 4. Election and Term of Office

At the first annual meeting of the unit owners, the term of office of one member of the Board of Managers shall be fixed at three years, the term of office of one member of the Board of Managers shall be fixed at two years, and the term of office of one member of the Board of Managers shall be fixed at one year. At the expiration of the initial term of office of each respective member of the Board of Managers, his successor shall be elected to serve for a term of three years. The member of the Board of Managers shall hold office until his respective successors shall have been elected by the unit owners, provided, however, that a Board member shall be deemed to have resigned whenever such member, his spouse, or the firm, corporation or other entity he is associated with, enters into a contract for the resale of the unit which qualified such individual to become a member of the Board of Managers. This provision shall not affect a Board member appointed or otherwise designated by the

Page 9

Declarant, unless and until the Declarant enters into a contract to sell the last remaining unit held by him.

Notwithstanding anything to the contrary contained in this paragraph, within thirty (30) days after the closing of title to fifteen (15) of the units, but in no event later than twenty-four (24) months from the closing of title to the first unit, the Declarant shall call a meeting of the unit owners, at which time all the unit owners, including the Declarant, shall elect a new Board. After the first meeting of unit owners, the Declarant shall not elect more than one member of the Board of Managers without the consent of the majority of unit owners.

Section 5. Removal of Members of the Board of Managers

At any annual or special meeting of unit owners, any one or more of the members of the Board of Managers may be removed with or without cause by a majority of the unit owners and a successor may then or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies

Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the unit

owners, shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. Organization Meeting

The first meeting of the members of the Board of Managers following the annual meeting of the unit owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Managers shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 8. Regular Meetings

Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each

Page 11

member of the Board of Managers, by mail, at least three business days prior to the day named for such meeting.

Section 9. Special Meetings

Special meetings of the Board of Managers may be called by the President on two business days notice to each member of the Board of Managers, given by mail, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of any member of the Board of Managers.

Section 10. Waiver of Notice

Any member of the Board of Managers may, at any time, waive notice of any meeting of the Board of Managers in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Page 12

Section 11. Quorum of Board of Managers

At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. Fidelity Bonds

The Board of Managers shall, in their discretion, obtain adequate fidelity bonds for all officers and employees of the condominium handling or responsible for condominium funds. The premiums on such bonds shall constitute a common expense.

Section 13. Compensation

No member of the Board of Managers shall receive any compensation from the condominium for acting as such.

Section 14. Liability of the Board of Managers

The members of the Board of Managers shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the unit owners in the common elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board of Managers or managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each

Page 14

unit owner's liability thereunder shall be the same proportion as his interest in the common elements bears to the interest of all unit owners in the common elements.

ARTICLE III.

UNIT OWNERS.

Section 1. Annual Meetings.

Within thirty (30) days after the closing of title to fifteen (15) of the units, but in no event later than twenty-four (24) months from the closing of title to the first unit, the Declarant shall call the first annual meeting of the unit owners and notify all of the unit owners thereof. The meeting shall be held within thirty (30) days thereafter. At such meeting, persons appointed by the Declarant shall resign as members of the Board of Managers, and all the unit owners, including Declarant, shall elect a new Board of Managers. Declarant shall be entitled to elect one of the three managers at such meeting, and the other unit owners shall elect the other two or shall elect all three if Declarant waives his right to elect one manager. The manager elected by Declarant, if any, shall be the one elected for a term of one year. Thereafter, the annual meetings of the unit owners shall be held on the 15th day of May of each succeeding year, unless such date shall occur on a Saturday, Sunday, or holiday, in which event, the meeting shall be

Page 15

held on the succeeding Monday. At such meeting the Board of Managers shall be elected by secret ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these By-Laws. So long as the Declarant shall own four or more units, the Declarant shall be entitled to elect at least one member of the Board of Managers who shall serve for a term of one year. The unit owners may transact such other business at such meeting as may properly come before them.

Section 2. Place of Meeting

Meetings of the unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the unit owners as may be designated by the Board of Managers.

Section 3. Special Meetings

It shall be the duty of the President to call a special meeting of the unit owners, if so directed by resolution of the Board of Managers, or upon a petition signed and presented to the Secretary by not less than twenty-five percent (25%) in common interest, in the aggregate, of unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings

It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the unit owners, at least ten (10) but not more than twenty (20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at the building or at such other address as such unit owner shall have designated by written notice to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings.

If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business

The order of business at all meetings of the unit owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.

Page 17

- (d) Reports of officers.
- (e) Report of Board of Managers.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board of Managers (when so required).
- (i) Unfinished business.
- (j) New business.

Section 7. Title to Units.

Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 8. Voting

The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such unit at all meetings of the unit owners. Voting shall be by secret ballot for all matters to be voted upon unless waived by a majority of unit owners as defined below in Section 9 of this Article III. The designation of any proxy shall be made in

Page 18

writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meeting of the unit owners and (those constituting a group acting unanimously), may vote or take any other actions as a unit owner either in person or by proxy. The total number of votes of all unit owners shall be twenty-eight (28) and each unit owner (including the Declarant and the Board of Managers, if the Declarant shall then own, or the Board of Managers, or its designee, shall then hold title to one or more units) shall be entitled to cast one vote at all meetings of the unit owners for each unit owned. A fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity.

Section 9. Majority of Unit Owners

As used in these By-Laws, the term "majority of unit owners" shall mean those unit owners having more than fifty percent (50%) of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. Quorum

Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having one-half (1/2) of the

Page 19

total authorized votes of all unit owners shall constitute a quorum at all meetings of unit owners.

Section 11. Majority Vote.

The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Declaration or these By-Laws, or by law, a higher percentage vote is required.

Section 12. Rights of Eligible Senior Citizens and Disabled Persons

Each unit owner shall represent in writing to the Board of Managers at the time of acquisition of his unit that the purchase is subject to all the rights of any eligible senior citizen or eligible disabled person occupying the unit and that he, his successors and assigns, shall continue to be so bound as long as such occupancy continues.

ARTICLE IV.

OFFICERS.

Section 1. Designation

The principal officers of the Condominium shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of

Page 20

Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President must be, but no other officers need be, members of the Board of Managers.

Section 2. Election of Officers

The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers.

Section 3. Removal of Officers.

Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. President

The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the unit owners and the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president, including, but not limited to, the power to appoint committees from among the unit

Page 21

owners from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice President

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. Secretary.

The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of secretary.

Section 7. Treasurer.

The Treasurer shall have the responsibility for the Condominium funds and securities and shall be responsible for keeping

Page 22

full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Managers, or the managing agent; in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer.

Section 8. Agreements, Contracts, Deeds, Checks, Etc

All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. Compensation of Officers.

No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing Common Charges

The Board of Managers shall, from time to time, and at least annually, prepare a budget for the Condominium, determine the

Page 23

amount of common charges payable by the unit owners to meet the common expenses of the Condominium, and allocate and assess such common charges among the unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article V and the fees and disbursements of the Insurance Trustee. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, amounts for establishing and accumulating a reserve fund for capital replacements and expenditures, and an amount to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the acquisition by the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to surrender such unit, or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all unit owners promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all unit owners.

Page 24

Additions, alterations, or improvements not covered by the capital replacement reserve and costing more than \$1,000.00 in any one year, must be approved by a majority of the unit owners.

Section 2. Insurance

The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (a) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the three (3) buildings (including all of the units, but not including machinery, fixtures, furniture, furnishings, or other improvements or betterments owned, supplied or installed by unit owners), together with all air-conditioning equipment and other service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all unit owners and their mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation; each of said policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers acting as the Insurance Trustee; (b) workmen's compensation insurance for any employees of the Condominium; and (c)

such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers and that the net proceeds thereof shall be payable to the Board of Managers

The amount of fire insurance to be maintained until the first meeting of the Board of Managers following the first annual meeting of the unit owners shall be in at least the sum of \$1,508,000.00.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of units. If requested in writing, and if available from the insurance carrier, the Board of Managers shall deliver duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, to all mortgagees of units making such request at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Buildings, including all of the units and

all of the common elements therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section. In the alternative, the Board of Managers shall review such limits once each year. Until the first meeting of the Board of Managers following the first annual meeting of the unit owners, the public liability insurance will be \$1,000,000.00 single limit comprehensive coverage for personal injury or property damage in respect of any one occurrence.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any unit owners.

Section 3. Repair or Reconstruction After Fire or Other Casualty.

In the event of damage to or destruction of any or all of the buildings as a result of fire or other casualty (unless 75% or more of the buildings are destroyed or substantially damaged and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall

Page 27

arrange for the prompt repair and restoration of any or all of the Buildings (including any damaged units, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures, or equipment installed by unit owners in their units), and the Board of Managers shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense, and the Board of Managers may assess all of the unit owners for such deficit as part of the common charges.

If 75% or more of the total value of all of the buildings is destroyed or substantially damaged and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers among all the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

Page 28

Section 4. Payment of Common Charges

All unit owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of Section 7 of Article V at such time or times as the Board of Managers shall determine. The Board of Managers may impose a late charge on any common charge which has not been paid within fifteen (15) days of the due date. Such late charge shall be in the amount from time to time determined and fixed by the Board of Managers and set forth in a notice to all unit owners at least thirty (30) days prior to the first assessment period in which said late charge is to become effective.

No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale and transfer or other conveyance by him of such unit, together with the Appurtenant Interests, as defined in Section 12 of the Declaration.

Section 5. Collection of Common Charges

The Board of Managers shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect any common charge due from any unit owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

Page 29

Section 6. Default in Payment of Common Charges

In the event of default by any unit owner in payment to the Board of Managers of the common charges as determined by the Board of Managers, such unit owner shall be obligated to pay the maximum legal interest rate on such common charges from the due date thereof, together with accrued late charges, and all expenses, including attorneys' fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof.

Section 7. Foreclosure of Liens for Unpaid Common Charges

In any action brought by the Board of Managers to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Page 30

Section 8. Statement of Common Charges

The Board of Managers shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such unit owner.

Section 9. Abatement of Violations by Unit Owners

The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violations or breach exists and summarily to abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Managers shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 10. Maintenance and Repair

(a) All maintenance of and repairs to any unit, structural or nonstructural, ordinary or extraordinary (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or

Page 31

neglect of the owner of such unit), shall be made by the owner of such unit; each unit owner shall be responsible for all damages to any and all other units and/or to the common elements, that his failure to do may engender.

(b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside of the units (unless necessitated by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Board of Managers and be charged to all the unit owners as a common expense.

Section 11. Restrictions on Use of Units.

In order to provide for congenial occupancy of the Property and for the protection of the value of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) Units shall be utilized for single family residential purposes only.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful possession or proper use of the Property by its owners and occupants. See also, the Rules and Regulations, annexed to these By-Laws.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be corrected or removed with, by, and at the sole expense of the unit owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the property.

(e) No portion of a unit (other than the entire unit) may be rented.

**Section 12. Additions, Alterations, or Improvements by
the Board of Managers**

Whenever in the judgment of the Board of Managers the

common elements shall require additions, alterations, or improvements costing in excess of \$1,000.00 and the making of such additions, alterations, or improvements shall have been approved by a majority of the unit owners, the Board of Managers shall proceed with such additions, alterations, or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations, or improvements costing \$1,000.00 or less may be made by the Board of Managers without approval of the unit owners and the cost thereof shall constitute part of the common expenses. In no case shall the outside dimension of any unit be enlarged.

Section 13. Additions, Alterations, or Improvements by
Unit Owners

No unit owner shall make any structural addition or alteration to his unit without the prior written consent thereto of the Board of Managers, which consent shall not be unreasonably withheld. The Board of Managers shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvements in such unit owner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration, or improvement. Any application to any department of the Town, or to any other

governmental authority for a permit to make an addition, alteration, or improvement in or to any unit shall be executed by the Board of Managers, without, however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 13 shall not apply to units owned by the Declarant until such units shall have been sold and paid for.

No unit owner shall construct any additions to the exterior of his unit, make structural changes to any of the common elements, or excavate or otherwise alter common elements, whether such common elements be located in, under, or adjacent to the Building. No unit owner shall paint the exterior of his unit, exterior doors or doorways, porches, steps or stoop, or change the exterior lights, without the prior consent of the Board of Managers for color and design.

Section 14. Use of Common Elements and Facilities

A unit owner shall not place or cause to be placed in or on the common elements other than an area to which such unit owner has sole access, any furniture, packages, merchandise, or objects of any kind.

Page 35

Section 15. Right of Access.

A unit owner shall grant a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common element, or for the purpose of performing installation alterations, or repairs to the mechanical or electrical services or other common elements in his unit or elsewhere in the Building, or to correct any condition which violated the provision of any mortgage covering another unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 16. Rules of Conduct

Rules and regulations concerning the use of the units and the common elements may be promulgated and amended by the Board of Managers with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Managers to each unit owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be

effective until amended, supplemented, repealed or modified by the Board of Managers or by a vote of a majority of the unit owners, are annexed hereto and made a part hereof as Exhibit A.

Section 17. Water Charges and Sewer Rents

Water shall be supplied to the units through a single meter for each building or group of buildings and paid for by the Board of Managers as a common expense.

Section 18. Gas and Electricity

Gas and electricity shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bill for gas and electricity consumed or used in his unit.

Section 19. Heating and Air Conditioning

The cost of heating and air conditioning servicing an individual unit, including repairs to and maintenance of furnaces, water heaters, and air conditioners, and replacements of the same including duct work, shall be borne exclusively by the unit owner.

ARTICLE VI

MORTGAGES

Section 1. Notice to Board of Managers

A unit owner who mortgages his unit, shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitle "Mortgages of Units."

Section 2. Notice of Unpaid Common Charges

The Board of Managers, whenever so requested in writing by a mortgagee of a unit, shall promptly report any unpaid common charges or any default by the owner of the mortgaged unit.

Section 3. Notice of Default

The Board of Managers, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Managers.

Section 4. Examination of Books

Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium at

reasonable times, on business days, but not more often than once a month.

ARTICLE VII

SALES, LEASES, AND MORTGAGES OF UNITS

Section 1. Leasing of Units

No unit owner may lease his unit except in accordance with the following provisions:

(a) No unit owner shall lease his unit for a period of less than thirty (30) days without prior written consent of the Board of Managers. Such consent may not be unreasonably withheld.

(b) Any lease must be consistent with the Declaration, By-Laws, and Rules and Regulations of the Condominium, as the same may be amended from time to time and must provide that the lessee must comply therewith. Said lease must further provide that if the lessee fails to comply with the aforementioned provisions, the Board of Managers shall have the power to terminate such lease and/or bring a summary proceeding to evict the lessee in the name of the landlord.

(c) Said lease must further provide that it may not be modified, amended, extended or assigned, without prior written consent of the Board of Managers and that the lessee shall not sublet the demised premises or any part thereof without prior written consent of the Board of Managers.

Page 39

(d) Said lease must further provide that if the landlord fails to pay common charges or special assessments assessed against the unit owner, the Board of Managers can evict the lessee on not less than thirty (30) days prior written notice of foreclosure of the lien on such unit granted by Section 339-z of the Real Property Law of the State of New York.

(e) Except as otherwise provided herein, such lease shall be an approved form of condominium lease, with such modifications as shall be approved in writing by the Board of Managers.

(f) A copy of said lease shall be delivered to the Board of Managers, to be kept in the permanent records of the Condominium.

(g) Leases made in violation of these provisions shall be voidable in the discretion of the Board of Managers. If the Board of Managers so elects, the landlord shall be deemed to have authorized the Board of Managers to institute legal proceedings to evict the lessee in the name of the owner as landlord, and the landlord shall reimburse the Board of Managers for all costs incurred in connection therewith, including reasonable attorneys' fees.

(h) This Section 1 shall not apply to Declarant or any units owned by Declarant.

(i) All purchasers of units occupied by non-purchasing tenants shall irrevocably appoint the Board of Managers, or the managing agent and his or its successors and assigns, if a managing

agent is then employed by the condominium, as his or her agent to provide to such non-purchasing tenants all services and facilities required by law, and such purchasers shall deposit with the Board of Managers or the managing agent, if any, at the time of transfer of such a unit, an amount not less than two months common charges and real estate taxes to be used as working capital of the condominium to furnish services required under leases to non-purchasing tenants, if any, and all applicable laws, ordinances, and regulations of the State of New York, its agencies, authorities, municipal governments and departments having jurisdiction, granting rights to or protecting rights of such tenants.

Upon 15 days written notice by the Board of Managers, or the managing agent, that the deposit has been diminished, the fund shall be replenished by the unit owner. Interest, if any, earned on the fund shall be the property of the unit owner. The failure of an owner to so replenish the fund within such time shall result in a lien against the unit in favor of the Board of Managers on behalf of the unit owners for the amount due, which lien shall be enforceable in the same manner as the lien for common charges created by Section 339-z of the Real Property Law.

(j) Non-purchasing tenants shall be notified of changes in ownership of the dwelling units they occupy in writing by the transferor within ten (10) days after the transfer of title. Such

Page 41

notice shall include the date of transfer and the name and address of the transferee.

Section 2. No Severance of Ownership.

No unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the same shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all units.

Section 3. Payment of Common Charges

No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease his unit unless and until he shall have paid in full to the Board of Managers all unpaid common charges and special assessments of common charges, if any, theretofore assessed by the Board of Managers against his unit and

until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

Section 4. Mortgage of Units

No unit owner shall mortgage his unit except by mortgages made to a bank, trust company, insurance company, state or federal savings bank, state or federal savings and loan association, pension fund, government agency or other institutional lender, or by a purchase money mortgage to the Declarant or other selling unit owner.

ARTICLE VIII

EMINENT DOMAIN

Section 1. Condemnations

In the event of a taking on condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Board of Managers if such award amounts to \$50,000.00 or less, and to the Insurance Trustee if such award amounts to more than \$50,000.00. If 75% or more of the unit owners duly and promptly approve the repair and restoration of the common elements necessitated by such taking, the Board of Managers shall arrange for the repair and restoration of such common elements to the extent it is reasonably possible to do so, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse

the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of unit owners do not duly and promptly approve such repair and restoration of the common elements, the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these By-Laws.

Section 2. Condemnation of Part of a Unit.

Where part of a unit has been taken by eminent domain, the Board of Managers shall adjust such loss with the affected unit owner, including, but not limited to, the payment of compensation and reduction or elimination of the unit owner's undivided interest in the common elements. Any such settlement shall not be effective unless approved by the Mortgagee(s) of the affected unit, and a majority of the unit owners.

Section 3. Award for Fixtures and Relocation Allowance.

Where all or part of the condominium is taken by eminent domain, each unit owner shall have the exclusive right to claim all of the award made for fixtures installed by such unit owner, and any relocation, moving expense, or other allowance of a similar nature.

ARTICLE IX

RECORDS

Section 1. Records and Audits

The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the unit owners, and financial records and books of account of the condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written annual report certified by an independent certified public accountant, summarizing all receipts and expenditures of the condominium shall be rendered by the Board of Managers to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

Section 2. Fiscal Year

The fiscal year of the condominium shall be from July 1 of each year to June 30 of the following year.

ARTICLE X

MISCELLANEOUS

Section 1. Notices

All notices hereunder shall be sent by registered or certified mail to the Board of Managers in care of the managing agent, or if there be no managing agent, to the office of the Board of Managers, or to such other address as the Board of Managers may hereafter designate from time to time by notice in writing to all unit owners and to all mortgagees of units. All notices by the Board of Managers to any unit owner shall be sent by registered or certified mail or hand delivered to the address of the unit or to such other address as may have been designated in writing by the unit owner. All notices to mortgagees shall be sent by registered or certified mail to their respective addresses, as designated by them, in writing, to the Board of Managers. All notices shall be deemed to have been given when mailed, or delivered, except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 4. Gender and Number

The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver

No restriction, condition, obligation, or provision contained in these By-Laws or in the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Insurance Trustee

The Insurance Trustee shall be the Board of Managers. The Board of Managers shall pay the fees and disbursements it incurs while acting as Insurance Trustee, and such fees and disbursements shall constitute a common expense of the Condominium.

Page 47

Section 7. References to Declarant

Whenever a reference is made to the Declarant, such reference shall be deemed to include any corporation, subsidiary, or other entity wholly controlled by the Declarant and designated by him to act in his place and stead concerning any matter pertaining to ownership, leasing or mortgaging of condominium units, or to the operation of the property, or both.

ARTICLE XI

AMENDMENTS TO BY-LAWS

Section 1. Procedure; Consent of Declarant.

Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the vote of sixty-six and two thirds percent (66 2/3%) in number and in common interest of all unit owners present in person or by proxy at a meeting of unit owners duly called and held for such purpose. Section 1 of Article III, insofar as it provides that the Declarant, so long as he is the owner of four or more units, shall be entitled to elect at least one member of the Board of Managers, Section 8 of Article III, insofar as it provides that the Declarant, so long as he is the owner of one or more units, may vote the votes appurtenant thereto, Section 13 of Article V, insofar as it provides that the provisions of such section shall not apply to any units owned by the Declarant, Section 1 of Article VII,

Page 48

insofar as it provides that the Declarant shall be exempt from the provisions of said Section 1 of Article VII, and this Section 1 of Article XI, however, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be the owner of one or more units.

Section 2. Recording.

No amendment to these By-Laws shall become effective until it is recorded in the Monroe County Clerk's Office.

ARTICLE XII

CONFLICTS

Section 1. Conflicts

These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

Page 49

**EXHIBIT A
OF
THE BY-LAWS
OF
WOODHILL CONDOMINIUM**

RULES AND REGULATIONS OF THE CONDOMINIUM

1. Each unit owner shall keep his unit in a good state of preservation and cleanliness. He shall not allow anything whatever to fall from the windows or doors nor shall he sweep or throw any dirt or other substance upon the grounds. Refuse shall be placed in proper containers in such manner and at such times and places as the Board of Managers or its agent may direct.

2. The sidewalks and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units in the buildings. The driveways in front of units 94-116 on the east side of Woodhill Drive shall be used only for parking of private motor vehicles. All other driveways shall be used only for access to the parking areas. The parking areas shall be used only for parking of private motor vehicles. No organized sports activities, picnics, barbeques, or outdoor fires are allowed unless the Board of Managers designates specific areas for such activities, or any of them, or grants a special permit for a particular event. Unit owners shall not leave lawn furniture, picnic

tables, charcoal grills or the like, on the lawn areas. The Board of Managers, or the managing agent, or the employees of either, may remove and dispose of any such items so left without any liability to the owners thereof. No planting or gardening shall be done by any unit owner without the express written consent of the Board of Managers and then only in areas specifically designated by the Board for such purposes. No fences, hedges, or walls shall be erected or installed by any unit owner anywhere on the property.

3. Employees of the unit owners may not gather or lounge in the common elements or on the grounds.

4. Supplies, goods and packages of every kind are to be delivered in such manner as the Board of Managers or its agents may prescribe and the said Board is not responsible for the loss or damage of any such property, notwithstanding such loss or damage that may occur through the negligence of employees of the Board of Managers or managing agent.

5. Unit owners shall not cause or permit any disturbing noises or objectionable odors to be produced within or to emanate from their units.

6. Unit owners shall not permit or keep in their units any inflammable, combustible or explosive material, chemical, or substance.

Page 51

7. Water closets and other water apparatus in the Buildings shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into same. Any damage resulting from misuse of any water closets or other apparatus in a unit shall be repaired and paid for by the owner of such unit.

8. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any unit owner on any part of the outside of any Building, hung from windows or placed on a window sill, without the prior written consent of the Board of Managers.

9. No awnings, aerals or other projections shall be attached to the outside walls of the Buildings, and no blinds, shades or screens shall be attached to, hung or used on the exterior of any window or door of a unit, without the prior written consent of the Board of Managers.

10. Unit owners, their employees, customers, and visitors shall not at any time or for any reason whatsoever enter upon the roof of any Building, without the prior written consent of the Board of Managers.

11. The Board of Managers, or its designee, shall have the right of access to any unit for the purpose of making inspections, repairs, replacements, or improvements, or to remedy certain

conditions which would result in damage to other portions of the Building. In the event it finds vermin, insects, or other pests, it may take such measures as it deems necessary to control or exterminate same.

12. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance for any Building or contents thereof, without the prior written consent of the Board of Managers. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any Building or contents thereof or which would be in violation of any law. No waste shall be committed in the common elements.

13. No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other unit owners or occupants.

14. No animals or reptiles of any kind shall be raised, bred, or kept in any Townhouse or in or on the common elements, except that one dog (as hereafter provided), cat, or other household domesticated pet may be kept in a Townhouse provided it is not kept, bred, or maintained for any commercial purpose, and further provided that any such pet causing or creating a nuisance or disturbance or noise which, in the sole opinion of a majority of the Board of

Managers constitutes an unreasonable interference with the use or enjoyment of any other unit, or of the common elements, shall be permanently removed from the Property upon three (3) days written notice to the owner or occupant harboring such pet. No pet may be kept in a pen or enclosure outside of a Townhouse. With respect to dogs, only an owner or occupant for a lease or rental period of four consecutive months or more may keep a dog in his Townhouse, and then only with advance written permission from the Board of Managers. Application to the Board of Managers for such a permit shall be accompanied by a security deposit of One Hundred Dollars (\$100.00) which shall be retained by the Board of Managers as long as the dog is kept in the Townhouse. If the owner or occupant violates any provision of this paragraph, or if the dog causes any damage to the common elements including any Townhouse exterior or the foundation plantings, or the owner of the dog fails to pick up and properly dispose of any dog waste, the Board of Managers, in their sole and absolute discretion may retain all or any portion of said security deposit as a forfeiture for such violation or as compensation in whole or in part for such damage, but in no event shall such retention be deemed to be liquidated damages. All dogs must be kept on a leash at all times when outside of a Townhouse, and any violation of this provision shall result in immediate and automatic forfeiture of the security deposit for such animal. Any dog found on

the Property which is not on a lease may be summarily removed by the Board of Managers or the Managing Agent, or their employees, and delivered to the custody of any local or municipal authority with power to impound the same, without any liability on the part of the Board of Managers, its agents or employees for such removal. Any pet kept in violation of these restrictions shall be permanently removed from the Property.

15. The maximum speed limit for all vehicles within the Property shall be ten (10) MPH.

16. No commercial vehicles shall be parked or stored on any portion of the Property, except for vehicles temporarily on the premises for the purpose of making deliveries or providing services to the dwelling units or in connection with the maintenance of the common elements.

17. No abandoned or unregistered vehicle shall be parked, left, or stored upon the Property or any portion thereof.

18. No recreational vehicle shall be parked or stored on any portion of the Property, except for durations of no more than four (4) hours and then not more than once in any twenty-four (24) hour period, the intention being that such vehicles may be brought onto the property only temporarily for purposes such as loading or unloading but not for overnight parking or storage for longer periods.

Page 55

19. No "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising are permitted on any part of the property, except with written approval of the Board of Managers. The right is reserved by the Declarant and the Board of Managers to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied units or on the Buildings, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee.

20. If any key or keys are entrusted by a unit owner or occupant or by a member of his family or by his agent, servant, employees, licensee or visitor to an employee of the Board of Managers, whether for such unit or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

21. No unit owner shall alter, impair or otherwise affect the common elements without the prior written consent of the Board of Managers.

22. Complaints regarding services or operation of the Condominium shall be made in writing to the Board of Managers or managing agent.

Page 56

23. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Managers.

24. A unit owner may apply to the Board of Managers for a temporary waiver of one or more of the foregoing rules. Such temporary waiver may be granted by a majority of the Board of Managers, for good cause shown, if, in the Board's judgment, such temporary waiver will not interfere with the purposes for which the Condominium was formed.

25. These Rules and Regulations may be supplemented from time to time, repealed or modified by a majority vote of the Board of Managers. No such additional or modified Rule or Regulation shall take effect until communicated in writing to the unit owners. Any Rule or Regulation adopted by the Board of Managers can be repealed or otherwise superseded by a vote of a majority of the unit owners.

STATE OF NEW YORK
MONROE COUNTY, SE.

RECORDED ON 01/28/84
TIME 16:24:06
BOOK 6851 PAGE 1
REEL PR

OF
DEED
AND EXAMINED
PATRICIA B. ADDUCI
MONROE COUNTY CLERK

0 0 0 0 7 7 6 9 2 6 6

AMENDMENT TO EXHIBIT A OF THE BY-LAWS
=====

(RULES AND REGULATIONS FOR)

WOODHILL CONDOMINIUM
94-131 Woodhill Drive
Rochester, NY 14616

(Effective September, 1989)*

I. Additional to Rule #8:

A maximum of 2 (two) "For Sale" signs will be allowed on the property at any one time. Allocation will be determined on a "first come, first served" basis, upon application to the Board of Managers.

"Open House" signs are permitted in appropriate locations on the property without prior Board approval, during the hours that the unit is "Open."

II. Additional to Rule #14 (Replacing pertinent information):

No dog shall be chained without the owner's physical presence in either the front part of the Condominium unit (the side facing the road), or directly behind the back door of the unit, so as to impede access to any unit. As an alternative, owners with dogs who wish to leave them unaccompanied must chain them in a grassy area behind their unit. Units 103, 105, and 107, however, have no grassy area behind their unit, therefore, their dog (if any), must be attended when outside the confines of the unit.

For odd-numbered units (west side of property), dogs must be chained in such a way that the dog cannot reach the paved parking area. For even-numbered units (east side of property), dogs must be chained to a stake 55-60 feet directly behind the rear of their unit with a chain length no longer than 8 (eight) feet. (This places the dog below, and on the hill behind the unit.)

Please remember, as stated elsewhere in this Offering Plan, that owners are fully responsible for any and all damages done by their pets.

AMENDMENT TO EXHIBIT A OF THE BY-LAWS
(RULES AND REGULATIONS FOR)
WOODHILL CONDOMINIUM Cont.

*As Approved by the Woodhill Condominium Board of Managers
September, 1989.

Peter S. Dohr

Peter S. Dohr, CPM
Vice President, Kenrick Corporation
As Agent for Woodhill Condominium

9/25/89

Date

STATE OF NEW YORK
COUNTY OF MONROE

On the 25th day of September, 1989, before me came
PETER S. DOHR to me known, who being by me duly
sworn, did depose and say, that he resides in Rochester, NY, that
he is the Agent for Woodhill Condominium, described therein, and
who executed the foregoing instrument and acknowledged to me that
he executed the same.

Raymond F. Lang
Notary Public

RAYMOND F. LANG
Notary Public, State of New York
County of Monroe
Comm. Expires Sept. 30, 1989

0 0 0 0 7 7 6 9 2 6 3

AMENDMENT TO THE BY-LAWS

WOODHILL CONDOMINIUM
94-131 Woodhill Drive
Rochester, NY 14616

(Effective June 19, 1989)*

THE FOLLOWING ADDITIONS SUPERCEDE PREVIOUSLY APPROVED PORTIONS
OF THE BY-LAWS

- I. ART. II, Sec. 1:
...There should be 4 (four) elected Board Members instead of 3 (three.)...
- II. ART. II, Sec. 1:
...When a Board Member puts his/her unit up for sale, he/she should resign their position from the Board...
- III. ART. II, Sec. 2:
...Entire Board is needed in order to vote on matters which need the Board's permission...
- IV. ART. II, Sec. 2:
...No Board Member, or member of the family of a Board Member may bid on repairs, etc. to be performed at the Condominium...
- V. ART. III, Sec. 8:
...No one unit may represent more than 2 (two) units by proxy vote at any meeting of the Condominium...
- VI. EXH. A, Par. 14:
...Renters aren't allowed to have dogs in their rental units on anywhere on the Condominium premises...
- VII. EXH. A, Par. 14:
...Condominium owners who have dogs will not have to pay the \$100.00 deposit fee. Instead, owners will be responsible for the actions of their dogs, to keep the animals confined, and adhere to the Town of Greece leash laws. Any damage to the property will be charged to the owner. In case of non-compliance or complaints, owners will be fined up to \$25.00 for the first offense, and \$25.00 per day that the offense continues...
- VIII. EXH. A, Par. 14:
...No air conditioners, heaters, etc. will be placed in the lower front windows in order to maintain aesthetic uniformity...
- IX. ART. V, SEC. 11:
...For owners on the Northwest side (Units 109-131), parking behind the units will be lined, and 2 (two) spots will be assigned to each unit. These spots will be considered restricted common areas. It will be up to the unit owner to contact the Board of Managers to report violations...

AMENDMENT TO THE BY-LAWS
WOODHILL CONDOMINIUM Cont.

*As Approved by the Woodhill Condominium General Membership
June 19, 1989.

Peter S. Dohr
Peter S. Dohr, CPM
Vice President, Kenrick Corporation
As Agent for Woodhill Condominium

9/25/89
Date

STATE OF NEW YORK
COUNTY OF MONROE

On the 25 day of September, 1989, before me came
Peter S. Dohr to me known, who being by me duly
sworn, did depose and say, that he resides in Rochester, NY, that
he is the Agent for Woodhill Condominium, described therein, and
who executed the foregoing instrument and acknowledged to me that
he executed the same.

Raymond F. Lang
Notary Public

RAYMOND F. LANG
Notary Public, State of New York
Qualified in Orleans County
Commission Expires Sept. 28, 1991

0 0 0 8 1 5 2 6 0 9

**CERTIFICATE OF AMENDMENTS
TO BY-LAWS OF WOODHILL CONDOMINIUM**

The undersigned, Linda Pawlik, Secretary of the Board of Managers of Woodhill Condominium, a New York condominium association established pursuant to Article 9-B of the New York Real Property Law by Declaration of Condominium recorded in the Monroe County Clerk's Office on January 28, 1986, in Liber 6851 of Deeds, page 1, hereby certifies that the attached amendments to the By-Laws of Woodhill Condominium were duly adopted by the unit owners at a meeting duly constituted and held on June 19, 1989, and that the attached amendments to the Rules and Regulations of Woodhill Condominium were duly adopted at the regular meeting of the Board of Managers of the Condominium on September 25, 1989, said amendments to become effective immediately upon recording in the Monroe County Clerk's Office as set forth in Article XI, Section 2, of the By-Laws.

Box 64

IN WITNESS WHEREOF, I have executed this certificate on the 26th day of November, 1991.

Linda Pawlik
Linda Pawlik

91 DEC 4 2 09

FILED

STATE OF NEW YORK)
COUNTY OF MONROE) SS.:

On this 26th day of November, 1991, before me personally came LINDA PAWLIK, to me personally known and known to me to be the same person who executed the foregoing certificate and she acknowledged to me that she executed the same.

✓
LYNDA G. FOTI
NOTARY PUBLIC, State of N.Y., Wayne Co.
Reg. No. 473G190
My Commission Expires March 30, 1993

Linda G. Foti
Notary Public

AMENDMENT TO THE BY-LAWS

WOODHILL CONDOMINIUM
94-131 Woodhill Drive
Rochester, NY 14616

(Effective June 19, 1989)*

THE FOLLOWING ADDITIONS SUPERCEDE PREVIOUSLY APPROVED PORTIONS
OF THE BY-LAWS

- I. ART. II, Sec. 1:
...There should be 4 (four) elected Board Members instead of 3 (three.)...
- II. ART. II, Sec. 1:
...When a Board Member puts his/her unit up for sale, he/she should resign their position from the Board...
- III. ART. II, Sec. 2:
...Entire Board is needed in order to vote on matters which need the Board's permission... 91 DEC 4
- IV. ART. II, Sec. 2:
...No Board Member, or member of the family of a Board Member may bid on repairs, etc. to be performed at the Condominium. 2
- V. ART. III, Sec. 8:
...No one unit may represent more than 2 (two) units by proxy vote at any meeting of the Condominium... 10
- VI. EXH. A, Par. 14:
...Renters aren't allowed to have dogs in their rental units or anywhere on the Condominium premises...
- VII. EXH. A, Par. 14:
...Condominium owners who have dogs will not have to pay the \$100.00 deposit fee. Instead, owners will be responsible for the actions of their dogs, to keep the animals confined, and adhere to the Town of Greece leash laws. Any damage to the property will be charged to the owner. In case of non-compliance or complaints, owners will be fined up to \$25.00 for the first offense, and \$25.00 per day that the offense continues...
- VIII. EXH. A, Par. 14:
...No air conditioners, heaters, etc. will be placed in the lower front windows in order to maintain aesthetic uniformity...
- IX. ART. V, SEC. 11:
...For owners on the Northwest side (Units 109-131), parking behind the units will be lined, and 2 (two) spots will be assigned to each unit. These spots will be considered restricted common areas. It will be up to the unit owner to contact the Board Managers to report violations...

AMENDMENT TO THE BY-LAWS
WOODHILL CONDOMINIUM Cont.

*As Approved by the Woodhill Condominium General Membership
June 19, 1989.

Peter S. Dohr
Peter S. Dohr, CPM
Vice President, Kenrick Corporation
As Agent for Woodhill Condominium

9/25/89
Date

STATE OF NEW YORK
COUNTY OF MONROE

On the 25 day of September, 1989, before me came
Peter S. Dohr to me known, who being by me duly
sworn, did depose and say, that he resides in Rochester, NY, that
he is the Agent for Woodhill Condominium, described therein, and
who executed the foregoing instrument and acknowledged to me that
he executed the same.

Raymond F. Lang
Notary Public

RAYMOND F. LANG
Notary Public, State of New York
Qualified in Orleans County
Commission Expires Sept. 28, 1989

91 DEC 4 P 2 10

0 0 0 0 8 1-5 2 6 1 2

AMENDMENT TO EXHIBIT A OF THE BY-LAWS
=====

(RULES AND REGULATIONS FOR)

WOODHILL CONDOMINIUM
94-131 Woodhill Drive
Rochester, NY 14616

(Effective September, 1989)*

I. Additional to Rule #8:

A maximum of 2 (two) "For Sale" signs will be allowed on the property at any one time. Allocation will be determined on a "first come, first served" basis, upon application to the Board of Managers.

"Open House" signs are permitted in appropriate locations on the property without prior Board approval, during the hours that the unit is "Open."

II. Additional to Rule #14 (Replacing pertinent information):

No dog shall be chained without the owner's physical presence in either the front part of the Condominium unit (the side facing the road), or directly behind the back door of the unit, so as to impede access to any unit. As an alternative, owners with dogs who wish to leave them unaccompanied must chain them in a grassy area behind their unit. Units 103, 105, and 107, however, have no grassy area behind their unit, therefore, their dog (if any), must be attended when outside the confines of the unit.

For odd-numbered units (west side of property), dogs must be chained in such a way that the dog cannot reach the paved parking area. For even-numbered units (east side of property), dogs must be chained to a stake 55-60 feet directly behind the rear of their unit with a chain length no longer than 8 (eight) feet. (This places the dog below, and on the hill behind the unit.)

Please remember, as stated elsewhere in this Offering Plan, that owners are fully responsible for any and all damages done by their pets.

9/16/89
p 2 10

AMENDMENT TO EXHIBIT A OF THE BY-LAWS
(RULES AND REGULATIONS FOR)
WOODHILL CONDOMINIUM Cont.

*As Approved by the Woodhill Condominium Board of Managers
September, 1989.

Peter S. Dohr
Peter S. Dohr, CPM
Vice President, Kenrick Corporation
As Agent for Woodhill Condominium

9/25/89
Date

STATE OF NEW YORK
COUNTY OF MONROE

On the 25th day of September, 1989, before me came
Peter S. Dohr to me known, who being by me duly
sworn, did depose and say, that he resides in Rochester, NY, that
he is the Agent for Woodhill Condominium, described therein, and
who executed the foregoing instrument and acknowledged to me that
he executed the same.

Raymond F. Lang
Notary Public

RAYMOND F. LANG
Notary Public, State of New York
0. Monroe County
Comm. Sept. 30, 1987

91 DEC 4 P 2: 10
CLEARING

0 0 0 0 3 1 9 2 5 0 3

**CERTIFICATE OF AMENDMENT TO
RULES AND REGULATIONS OF
WOODHILL CONDOMINIUM**

The undersigned, Linda Pawlik, Secretary of the Board of Managers of Woodhill Condominium, a New York Condominium Association established pursuant to Article 9-B of the New York Real Property Law by Declaration of Condominium recorded in the Monroe County Clerk's Office on January 28, 1986, in Liber 6851 of Deeds, page 1, hereby certifies that the attached amendments to the Rules and Regulations of Woodhill Condominium were duly adopted at a regular meeting of the Board of Managers of the Condominium on May 8, 1991, said amendments to become effective upon recording in the Monroe County Clerk's Office as set forth in Article 11, Section 2 of the By-Laws of the Condominium.

IN WITNESS WHEREOF, I have executed this Certificate on the 25th day of March, 1992.

Linda Pawlik
Linda Pawlik, Secretary
Woodhill Condominium

STATE OF NEW YORK)
COUNTY OF MONROE) SS.:

On the 25th day of March, 1992, before me personally appeared Linda Pawlik, to me known, and known to me to be the individual described herein, and who executed the foregoing Certificate, and she duly acknowledged to me that she executed the same.

LYNDA G. FOTI
NOTARY PUBLIC, State of N.Y., Wayne Co.
Reg. No. 4736190
My Commission Expires March 30, 1993

Lynnda G. Foti
Notary Public

1992 APR 3 - 10 7 55

RECORDED