

Box 93
(PAL)

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**SECOND AMENDMENT TO THE DECLARATION
OF
THE CRESCENT ON EAST AVENUE, INC.**

This is the Second Amendment to the Declaration of Protective Covenants Conditions, Restrictions, Easements, Charges and Liens ("the Declaration") of THE CRESCENT ON EAST AVENUE, INC. (formerly known as 1500 East Avenue, Inc.), 1500 East Avenue, Rochester, New York, which Declaration was recorded June 11, 1987 in Liber of Deeds 7131 at page 66. The Declaration was previously amended by a First Amendment recorded June 23, 1993 in Liber of Deeds 8351 at page 78 (together, the "Amended Declaration"). The Amended Declaration is hereby further amended as follows:

1. The description in Schedule A is replaced by the Schedule A attached to this Second Amendment.
2. The First Amendment is hereby ratified and affirmed.
3. The reference to the County Clerk in paragraph 11.09 is corrected to read Monroe County.
4. The definition of "Class A Member" contained in Article I, Section 1.01 (C) is revised to read as follows:

"Class A Member shall refer to the Owner of a Lot or Unit. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners determine amongst themselves, but in no event shall more than one vote be cast for any Lot."

5. The definition of "Member" contained in Article I, Section 1.01 (G) shall be revised to read as follows:

"Member" shall mean a Class A member."

6. Section 3.02, Membership, shall be revised to read as follows:

"Only Owners shall be Members of the Association. Membership shall be appurtenant to, and shall not be separated from, the ownership of any of the interests described in the definitions of the word "Owner" found in Article I. "

7. Section 3.04, Lots Owned or Held by More than one Person or by a Corporation, is hereby deleted.

MONROE COUNTY CLERK
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8. The second paragraph of Section 6.01 is amended to add the following:

"Notwithstanding the foregoing, the Owner is responsible for all landscaping in the rear of the Unit, whether inside or outside of the fence. However the Association is responsible for an annual application of mulch on the landscaping outside of the rear fence."

9. The third paragraph of Section 6.01 shall be amended to read as follows:

"UNITS. With respect to the Units, the Association shall maintain, repair and replace the exterior siding and masonry, gutters and roofs, paint the exterior trim of the Unit and the exterior of the windows and doors and caulk the doors and windows, but shall not maintain, repair or replace:

- (i) window units (including opening mechanisms, panes and frames);
- (ii) door units (including garage doors);
- (iii) foundations or foundation walls;
- (iv) skylights installed by the Owner or the operable parts of skylights that open from the Unit; or
- (v) front stairs, front porches or rear decks.

The Association shall also be responsible for leaks around skylights installed by the Association, including roof flashing, sheathing and shingles. The Association shall be responsible for the installation and maintenance of handrails for the front exterior stairs of a Unit.

The Association is not responsible for any repairs, replacements or maintenance except as expressly set forth in this Declaration, and no responsibility shall be implied as a result of any prior practice or precedent. Any maintenance, repair or replacement with respect to any Lot or Unit undertaken by the Owners at the Owner's discretion shall be at the Owner's expense, and no such expense shall be reimbursed by the Association, even if the maintenance, repair or replacement was within the scope of responsibility of the Association."

10. Section 9.01 Insurance to be Carried. The last paragraph of Section 9.01, entitled "Deductible", shall be amended to read as follows:

"Deductible. The amount of any damage or loss that is within the scope of any insurance policy purchased by the Board of Directors but that is not paid by the policy because that amount does not exceed the deductible in the policy or the Board of Directors decides not to file a claim under the policy shall be a common expense up to the policy deductible amount. However, the Board of Directors of the Association may access any amount of loss or damage necessitated by the gross negligence or

wantonly malicious act of an Owner against such Owner. The Association may pay such amount for which such Owner is responsible, and the amount so paid, together with interest and costs of collection (including attorney's fees), shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as assessments under Article V of this Declaration."

11. Section 10.02, Animals Including Birds and Insects. Article X, Section 10.02, shall now read as follows:

- a) The Association may, from time to time: (i) impose reasonable rules and regulations setting forth the type and number of animals, including birds and insects; and (ii) prohibit certain types of animals entirely;
- b) The Board of Directors of the Association shall have the right to require any Owner (or any tenant of any Owner, or any family member or guest of any Owner or tenant) to remove any animal permanently from the Unit and Property, if in the opinion of the Board of Directors, acting in its sole discretion, such animal is creating a nuisance because, e.g., the Owner does not clean up after the animal, the animal is too noisy or the animal is not properly controlled;
- c) No more than two (2) domestic pets may be kept in a Unit under any circumstances and no animal breeding shall be permitted;
- d) All dogs shall be leashed when on Association Property, and animal droppings shall be collected by the Owner. No animals may be left on Association Property. Pets cannot be kenneled outside;
- e) If any damage is done to the Association Property by the Owner, or his or her pets, fines may be imposed by the Board of Directors of the Association under Article XI of the Declaration.

12. Section 10.16, Lease of Unit shall be revised to read as follows:

- a) Any lease of a Unit shall be in writing for an initial term of not less than six (6) months and shall be a lease of the entire structure;
- b) No more than three (3) Units may be rented at any one time;
- c) Tenants shall be bound by all provisions of the Declaration, the By-laws and the Rules of the Association in the same manner as Owners;
- d) All leases must be on a standard form prescribed by the Board of Directors, and a fully executed copy of the lease must be provided to the Board. All relevant contact information for the tenant must be provided, along with car information and pet information, if applicable;

e) Should a tenant or his or her guest violate the Declaration, By-laws or Rules of the Association, the landlord (Owner) will be held responsible for any such violation and any fines imposed shall be the obligation of the Owner. Fines for violations may be imposed by the Board of Directors of the Association under Article XI of the Declaration. If any damage is done to the Association Property by the tenant, his or her guests or pets, said damages shall be charged to the Owner and if such damages are not paid, they will be treated as unpaid assessments under Article V of the Declaration.

13. Section 11.07 regarding amendments to the Declaration is hereby amended to read as follows:

“Section 11.07, Amendments to Declaration. Amendments of the Declaration may be made by obtaining the consent in writing of at least 67% of the authorized votes of the Members. Written notice of any such amendment shall be sent to all Members entitled to vote at least 30 days prior to the date set for the meeting to vote on the amendment.

No amendment which materially and adversely affects first mortgagees of record on the Lots shall be effective without the approval of at least 51% of the mortgagees, as shown on the records of the Association. Written notice, by certified mail, return receipt requested, of any such amendment shall be sent to all such mortgagees at least 30 days prior to the date set for the meeting to vote on the amendment. Failure of a mortgagee to respond shall be deemed agreement to the amendment.”

In all other respects, the Amended Declaration is re-affirmed and in full force and effect.

IN WITNESS WHEREOF this Declaration Amendment is executed by the President of The Crescent on East Avenue, Inc.

THE CRESCENT ON EAST AVENUE, INC.

By: William Delaney
Name: William Delaney
Title: President

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 23rd day of July, 2015, before me the undersigned, a notary public in and for said state, personally appeared, William Delaney, personally known to me or approved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

KIMBERLY A JEFFERY
Notary Public, State of New York
No. 01JE6292871
Qualified in Monroe County
Commission Expires November 12, 2017

Kimberly A. Jeffery
Notary Public

Mary D. Capacci as Secretary of The Crescent on East Avenue, Inc. hereby certifies that the above amendment was approved by the requisite 67% of the total of authorized votes at a special meeting held on July 23, 2015, 2015.

Mary D. Capacci
Secretary

SCHEDULE "A"

**Lands Covered by the Declaration of
The Crescent On East Avenue, Inc.**

ALL THAT TRACT OR PARCEL OF LAND, located in the City of Rochester, County of Monroe and State of New York, being a part of the 1500 East Avenue Resubdivision and more particularly described as follows:

Commencing at a point on the northerly highway boundary line of East Avenue (66.00' r.o.w.) being 1,166.94' westerly from its intersection with the westerly highway boundary line of Farrington Place (50.00' r.o.w.); thence (1) south 89°-59'-50" west and along the northerly highway boundary line of East Avenue a distance of 419.36' to a point; thence (2) north 00°-33'-10" west and along the east property line of now or formerly Richard Baird and now or formerly Yvonne Gaudriot a distance of 345.88' to a point; thence (3) north 89°-26'-50" east and along the south property line of Lot 1 of the 1500 East Avenue Subdivision a distance of 35.00' to a point; thence (4) south 50°-33'-10" east and along said south property line a distance of 20.00' to a point; thence (5) north 59°-26'-50" east and along said south property line a distance of 81.19' to a point; thence (6) north 89°-59'-50" east and along said south property line a distance of 183.08' to a point; thence (7) south 60°-15'-38" east and along said south property line a distance of 66.89' to a point; thence (8) north 49°-44'-22" east and along said south property line a distance of 20.00' to a point; thence (9) north 89°-44'-22" east and along said south property line a distance of 45.00' to a point; thence (10) south 00°-15'-38" east and along the west property line of now or formerly Dickens Restaurant, Inc. and now or formerly Presbytery of Genesee Valley a distance of 355.10' to the point of beginning. Parcel contains 3.496 acres.

Subject to all easements and restrictions of record.

1500 East Ave