

PERINTON CEDARWOOD, LLC
Mark Collier, Ben Kendig, James Martin, George DeGraca, Mary Grant
100 Allens Creek Road
Rochester, NY 14618

May 17, 1999

Mr. Bill LaForte
Harter Secrest Emery
700 Midtown Plaza
Rochester, NY 14604

Re: Cedarwood Office Park
Amendment No. 2 - By-Laws

Dear Bill:

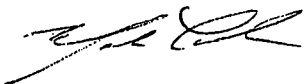
Enclosed please find original signature pages for the approval of Amendment No. 2 to the By-Laws. The list of approved signatures is as follows:

300	Kessler	1 Unit
330	Dugan	1 Unit
340 + 350	Sternberg	2 Units
360	Schofeld	1 Unit
200 + 210 + 220	Cirilla	3 Units
100	Perinton Cedarwood	<u>17 Units</u>
	Total	25 Units

These signatures represent 78% of the owners. One owner of two units did express his unwillingness to sign and the others have not responded.

Please proceed on behalf of the Condominium Association to file the necessary amendment. If you need anything, please call.

Very truly yours,



Mark A. Collier

**AMENDMENT NO. 2 TO THE BY-LAWS
OF
CEDARWOOD OFFICE PARK CONDOMINIUM**

The undersigned, constituting at least seventy-five percent (75%) in common interest of all Unit Owners of Cedarwood Office Park Condominium (the "Condominium"), as required by Section 3 of Article II of the By-Laws of the Condominium, hereby amend the By-Laws regarding the determination of the amount of common charges which is payable by each Unit Owner to meet the common expenses of the Condominium.

The Board of Managers, at least on an annual basis, shall prepare a budget for the Condominium and shall determine the amount of the common charges payable by each Unit Owner to meet the common expenses of the Condominium and shall allocate and assess such common charges among the Unit Owners according to their respective common interest as set forth in Section 1 of Article V of the By-Laws. However, commencing with the 1999 Condominium budget, building maintenance and repairs, including replacements of capital items and all other maintenance and repairs to the building structure, shall not be included in the common expenses as set forth above, but instead shall be a separate charge assessed to the Unit Owners in each separate building.

The Unit Owners in Buildings 2 and 3 collectively shall be responsible for all building maintenance and repairs to Buildings 2 and 3 as set forth above, and such charges shall be a common charge against those Unit Owners collectively in Buildings 2 and 3 and such common charges shall be payable with each monthly common charge for the Condominium as a whole, or by special assessment.

The Unit Owners in Buildings 1 and 4, shall be responsible for all building maintenance and repairs to Buildings 1 and 4 as set forth above, and such charges shall be a common charge against those Unit Owners in Buildings 1 and 4 and such common charges shall be payable by special assessment.

Nothing in this Amendment No. 2 to the By-Laws shall preclude the Board of Managers from continuing to fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium as set forth in Section 2 of Article IX of the By-Laws. However, the annual common expenses for the Condominium shall not be assessed as a single sum against all Unit Owners and prorated against each of said units according to the respective common interests appurtenant to such units. Rather, as set forth above, the total annual common expenses of the Condominium, less building maintenance and repairs, shall be assessed against each of the units according to their respective common interests appurtenant to such units. The Board of Managers shall determine the surcharge necessary for each building to maintain all buildings in good order and repair consistent with other buildings of a similar nature in the community, and such surcharges shall be assessed to the Unit Owners of a particular building in the proportion that such Unit Owner's square footage bears to the total square footage of all units in the respective building.

IN WITNESS WHEREOF, the undersigned, constituting in excess of seventy-five percent (75%) of the common interest in the Condominium, hereby adopt this Amendment No. 2 to the By-Laws and direct the Board of Managers to institute the budgetary process pursuant hereto.

SIGNATURE PAGES FOR UNIT OWNERS ARE ATTACHED HERETO.

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SIGNATURE PAGES FOR UNIT OWNERS ARE ATTACHED HERETO.

RECEIVED
5-5-99

200-210-

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OF
CEDARWOOD OFFICE PARK CONDOMINIUM

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COLLIER

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CEDARWOOD OFFICE PARK CONDOMINIUM
AMENDMENT NO. 2 TO THE BY-LAWS SIGNATURE PAGE

Unit No.: 100

Perinton Cedarwood, LLC

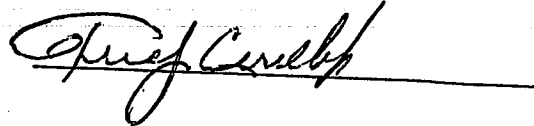
Dated: 4-5, 1999

John Collins member

CEDARWOOD OFFICE PARK CONDOMINIUM
AMENDMENT NO. 2 TO THE BY-LAWS SIGNATURE PAGE

Unit No.: 200-220

Dated: 5/1/99, 1999

A handwritten signature in cursive script, appearing to read "Greg Carab", written over a horizontal line.

CEDARWOOD OFFICE PARK CONDOMINIUM
AMENDMENT NO. 2 TO THE BY-LAWS SIGNATURE PAGE

Unit No.: 300

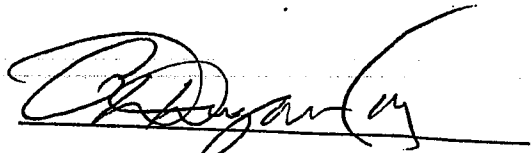

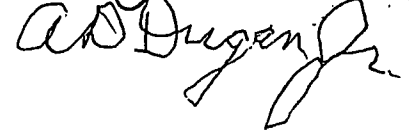
Dated: 4/17, 1999

Arnold S. Bender

CEDARWOOD OFFICE PARK CONDOMINIUM
AMENDMENT NO. 2 TO THE BY-LAWS SIGNATURE PAGE

Unit No.: 530

Dated: April 12, 1999

CEDARWOOD OFFICE PARK CONDOMINIUM

AMENDMENT NO. 2 TO THE BY-LAWS SIGNATURE PAGE

Unit No.: 340-350

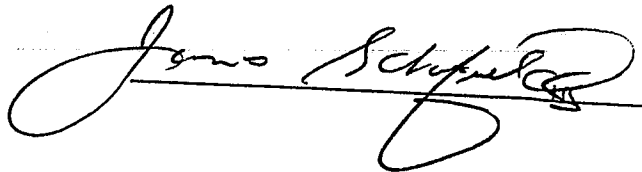
Dated: 4/5, 1999

Lawrence B. Sternberg

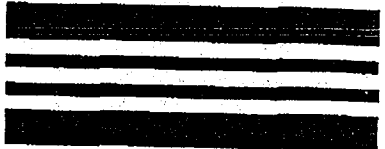
CEDARWOOD OFFICE PARK CONDOMINIUM
AMENDMENT NO. 2 TO THE BY-LAWS SIGNATURE PAGE

Unit No.: 360

Dated: 4/8, 1999

A handwritten signature in cursive script, appearing to read "James Schepelers", written over a horizontal line.

Amendment 3 to 13- laws



m

MONROE COUNTY CLERK'S OFFICE

Return To:

GROW & GROW
PO BOX 92
WILLIAMSON NY 14589

Index DEEDS
Book 09759 Page 0240
No. Pages 0017
Instrument AMEND TO DECLAR
Date : 3/20/2003
Time : 10:11:00
Control # 200303200223
TT#
TT# TT 0000 015728
Employee ID CQ40

CEDARWOOD OFFICE PARK
CEDARWOOD OFFICE PARK

MORTGAGE TAX

FILE FEE-S \$ 19.00
FILE FEE-C \$ 8.00
REC FEE \$ 51.00
\$.00
\$.00
\$.00
\$.00
\$.00
\$.00
\$.00
Total: \$ 78.00

MORTGAGE AMOUNT \$.00
BASIC MORTGAGE TAX \$.00
SPEC ADDIT MTG TAX \$.00
ADDITIONAL MTG TAX \$.00
Total \$.00

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

TRANSFER AMT \$.00
TRANSFER TAX \$.00

Maggie Brooks, County Clerk



0097590240

AMENDMENT TO CONDOMINIUM DECLARATION
FOR
CEDARWOOD OFFICE PARK CONDOMINIUM

WHEREAS, the Cedarwood Office Park Condominium is a Condominium which was created by the filing of a Condominium Offering Plan in the Monroe County Clerk's Office on April 11, 1985 under filing number CD 850027, and

WHEREAS, the Declaration establishing a plan of Condominium ownership for Cedarwood Office Park Condominium was filed in the Monroe County Clerk's Office on October 4, 1985 in Liber 6786 of Deeds at page 247 (the "Declaration"), and

WHEREAS, the Declaration indicated that the Condominium Offering would consist of 61,024 square feet and would be limited to not less than four (4) and not more than forty-six (46) condominium units, and

WHEREAS, the new Sponsor of the Cedarwood Office Park Condominium is Collier Capital Corporation, which acquired the remaining assets of the initial Sponsor by a deed recorded May 15, 1997 in the Monroe County Clerk's Office, and

WHEREAS, at least two-thirds of the Unit Owners hereby consent to the amending of the Declaration to provide for the changes set forth herein

NOW, THEREFORE, the undersigned, constituting at least two-thirds of the Condominium Unit Owners in Cedarwood Office Park Condominium, do hereby agree as follows

- 1 Notwithstanding anything set forth in the Offering Plan or the Declaration, it is hereby established that Unit 1 in Building No 1 consists of the entire area of Building 1. The square footage for purposes of determining common charges attributable to Unit 1 shall be increased from 17,260 square feet to 19,258 square feet, which constitutes the usable space in Building No 1
- 2 Section XVI, entitled Amendment to Declaration, shall be amended as follows. Delete the last sentence in said Article, and replace such sentence with the following "Termination of the Condominium, however, shall be by a vote of not less than eighty percent (80%) in Common Interest of all the Unit Owners, *and the consent and approval of any first mortgagee of any unit*" (new language in italics) authorizing withdrawal of the Condominium Property from Article 9-B of the Real Property Law of the State of New York "

The undersigned, constituting at least two-thirds in Common Interest of all Unit Owners, also agree that this Amendment, and the attached Amendment Number 3 to the By-Laws shall be filed in the Monroe County Clerk's Office

6 ROWS 6-2000
P.O. Box 92
William, NY 14558

REC'D
20
A

RECORD

OF
CEDARWOOD OFFICE PARK CONDOMINIUM

The undersigned, constituting at least seventy-five percent (75%) in common interest of all Unit Owners of Cedarwood Office Park Condominium (the "Condominium"), as required by Section 3 of Article II of the By-Laws of the Condominium, hereby amend the By-Laws as follows

1 Amend Section 2 (0) of Article IV of the By-Laws as follows. The following language shall be added "The Board will not settle insurance claims with respect to Building 1 and 4 without the consent of the mortgagee. if such consent is required under the mortgage held by the mortgagee of such buildings "

2 Amend Section 1 of Article VII by adding the following to the end thereof "Notwithstanding anything set forth in these by-laws, all insurance to be obtained with respect to Building 1 and 4 shall comply with the terms and provisions of the mortgage encumbering such units and any proceeds thereof shall be held by the Insurance Trustee in escrow for the unit owners and the mortgagee of such units

3. Amend Section 2 of Article VII of the By-Laws as follows. Add the following sentence at the end of Paragraph 3 "Notwithstanding anything set forth in Paragraphs 1 and 2 above, any excess insurance proceeds shall be distributed as set forth therein unless a mortgagee of any unit requires excess insurance proceeds under the terms of such mortgage to be dealt with, and/or distributed otherwise. and in such case, such existing proceeds shall be distributed as required by such mortgagee "

4 Amend Section 2 of Article IX of the By-Laws as follows. Add the following sentence at the end of Paragraph 2 "Common charges assessed against any unit shall be subordinate to the mortgage against such unit when common charges accrue subsequent to the filing of such mortgage "


5(a) Amend by inserting, "ARTICLE XVII", after the end of Article XVI entitled "RECORDS", and before Section 1 entitled "Notice to Board of Managers" This heading was inadvertently left out after the end of Article XVI

(b) Amend Section 3 of Article XVII. by adding the following language at the end of the last sentence therein "Any holder of a mortgage upon receipt of notice of default, shall have a reasonable opportunity to cure such default prior to the Board of Managers commencing enforcement proceedings"

IN WITNESS WHEREOF, the undersigned, constituting in excess of seventy-five percent (75%) of the common interest in the Condominium, hereby adopt this Amendment No 3 to the By-Laws

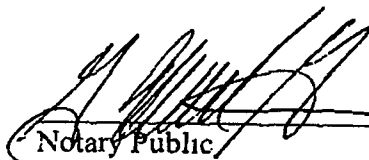
Building No 1, Unit 1

PERINTON CEDARWOOD, LLC

By 
Mark A Collier, Managing Member

STATE OF NEW YORK)
)
COUNTY OF MONROE) ss

On this 1st day of March, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK A. COLLIER, personally known to me or proved to be on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


Notary Public

MONROE COUNTY N.Y.
MAR 20 AM 10:00

RECORDED

Building No 3, Unit 1

By. Howard Sessler

STATE OF NEW YORK)
COUNTY OF MONROE) ss.

On this 27 day of February, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Howard S Kessler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Patricia J Falzone

Notary Public

PATRICIA J FALZONE
Notary Public, State of N Y Monroe Co.
My Commission Expires Dec 31, 2008
4691202 01 FA

MONROE COUNTY
MAR 20 AM 11

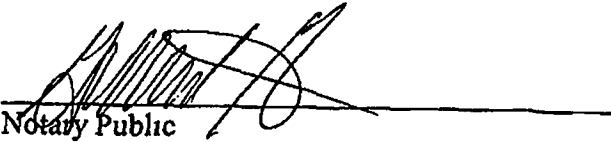
RECORDED

Building No. 3, Unit 297

By, 

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 3rd day of ^{MARCH} ~~February~~, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared William MARASCO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


Notary Public

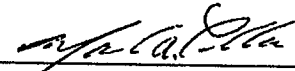
COMM. EXPIRES 12/31/05
NOTARY PUBLIC
STATE OF NEW YORK
COUNTY OF MONROE

03 MAR 20 AM 1
MONROE COUNTY

RECORDE

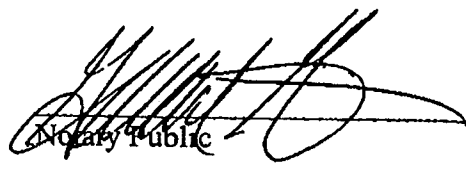
Building No 4, Unit 1

PERINTON CEDARWOOD TWO, LLC

By 
Mark A Collier, Managing Member

STATE OF NEW YORK)
)
COUNTY OF MONROE) ss

On this 11th day of March, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK A COLLIER, personally known to me or proved to be on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


Notary Public

[Faint notary seal text]

03 MAR 20 AM 10:1
MONROE COUNTY CL.

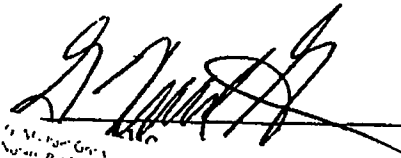
RECORDED

Building No. 2, Unit 2

By: Anne G. Smith

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 5th day of MARCH, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Anne G. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

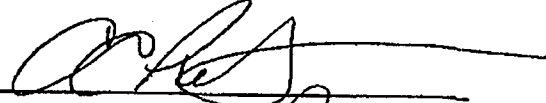

Notary Public
State of New York
Commission Expires 2-1-2006

03 MAR 11 11:10
MONROE COUNTY CLERK

REI 10

Building No. 2, Unit 3 #4

By:


Edwin M. Pratt

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 15 day of February, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared CHRIS + ELANK PRATT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Shaun M. Passamonte
Notary Public

Shaun M. Passamonte
Notary Public, Exp. 11/26/06
NY State, Ontario Cty.
Reg. #01PA6083600

03 MAR 2003
MONROE CL
LEAK

REC

Building No 2, Unit 516

By: [Signature]

STATE OF NEW YORK)
COUNTY OF MONROE) ss.

On this 26th day of February, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Alfred J Cirilla Jr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

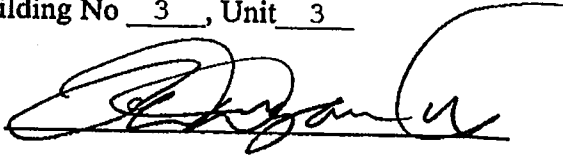
JAMES S. BROWN
NOTARY PUBLIC, State of N.Y., Monroe Co
My Commission Expires Feb 28, 2006

03 MAR '03 10:11
MONROE CLERK

RE 79

Building No 3, Unit 3

By



STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 19th day of February, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared ALVIN D. DUGAN III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

03 FEB 20 AM 10:
MONROE COUNTY CL

RECORDED

Building No. 3, Unit 4

By: Lawrence B Stenberg for
Walsh, Robinson, Stenberg Partnership

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 2nd day of ~~February~~ ^{MARCH}, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence B Stenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

G. Michael Grun
Notary Public State of NY
Harris County
Commission Expires 2/1/2006

MONROE COUNTY
03 MAR 20 AM 11

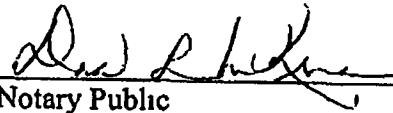
RECORDED

Building No 3, Unit 6

By: 

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 25th day of February, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared James Scheffeld III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


Notary Public

DONNA L. MCKENNA
Notary Public, State of New York
Monroe County Reg #01MC492271A
Commission Expires March 14, 20 06

MONROE COUNTY CLERK
03 Feb 20 AM 10:11

RECORDED

SCHEDULE A

The Unit designated as Unit No 4-1 in the Declaration comprising CEDARWOOD OFFICE PARK CONDOMINIUM located in the Town of Perinton, County of Monroe, New York (hereinafter called the "Property") made by the Grantor under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York), dated September 30, 1985, and recorded in the office of the County Clerk of Monroe County on the 4th day of October, 1985 in Liber 6786 of Deeds at Page 247 (hereinafter called the "Declaration"), which Unit is also designated as Tax Account No 166 17-2-22 4 on the Floor Plans of the Buildings, certified by Martin H Rose, and filed in the Office of the County Clerk of Monroe County as Civil Action No 8604/85 (hereinafter called the "Unit") The land area of the Property is described as follows

ALL THAT TRACT OR PARCEL OF LAND, being part of Town Lot 39, Township 12, Range 4 in the Town of Perinton, County of Monroe and State of New York, as shown on a map entitled "Michael Spoleta Subdivision," dated November 30, 1981, prepared by Charles J. Costich, P E , L S , being more particularly bounded and described as follows.

COMMENCING AT THE POINT OF INTERSECTION of the center line of Mosely Road with the center line of Pittsford-Palmyra Road (New York State Route 31), thence the following five (5) courses along the aforesaid center line of Pittsford-Palmyra Road, (A) south $83^{\circ} 10' 20''$ east a distance of 651 26 feet to a point of curvature, thence (B) southeasterly along a curve to the left having a radius of 1910 feet, an arc distance of 183 33 feet to a point of tangency, thence (C) south $88^{\circ} 40' 18''$ east a distance of 439 09 feet to a point of curvature, thence (D) southeasterly, along a curve to the right having a radius of 2292 feet, an arc distance of 225 33 feet to a point of tangency, thence (E) south $83^{\circ} 02' 20''$ east a distance of 228 75 feet to a point, thence (F) north $6^{\circ} 57' 40''$ east at right angles to previous course a distance of 40 feet to the True Point of Beginning, said point being in the north right of way line of Pittsford-Palmyra Road, said point also being the common south property corner of lands owned now or formerly by Monroe Baptist Association of Rochester and vicinity to the west and land owned now or formerly by Cross Keys to the east, thence (1) north $83^{\circ} 02' 20''$ west along the aforesaid north right of way line of Pittsford-Palmyra Road a distance of 311 87 feet to an angle point, thence (2) north $88^{\circ} 37' 12''$ west along the aforesaid north right of way line of Pittsford-Palmyra road a distance of 47 75 feet to a point, thence (3) north $00^{\circ} 28' 14''$ west along a portion of the aforesaid right of way line of Pittsford- Palmyra Road and continuing along the common property line of lands now or formerly owned by Exele Assoc to the west and the aforesaid lands of Monroe Baptist

SCHEDULE A CONTINUED

SCHEDULE A CONTINUED

Association to the east and lands owned now or formerly by Hecklen Farms, Inc to the west and the aforesaid lands of the Monroe Baptist Association to the east, a distance of 616 88 feet to a point; thence (4) south 83° 02' 20" east along the common property line of the aforesaid lands of the Monroe Baptist Association to the south and lands owned now or formerly by Cross Keys to the north, a distance of 360 00 feet to a point; thence (5) south 00° 28' 14" east along the common property line of the aforesaid lands of the Monroe Baptist Association to the west and the aforesaid lands of Cross Keys to the east, a distance of 612 00 feet to the True Point of Beginning

Excepting therefrom that portion of the above described premises appropriated by the People of the State of New York by Appropriation recorded August 4, 1981 in Liber 6017 of Deeds Page 247 and April 16, 1985 in Liber 6690 of Deeds, at Page 295

Said premises being alternately described as follows

ALL THAT TRACT OR PARCEL OF LAND, situate in Town Lot 39, Township 12, Range 4, Town of Perinton, County of Monroe, State of New York, all as shown on a map entitled, "Cedarwood Office Park Instrument Location Map". prepared by Costich Engineering, having drawing number 1344-01, dated May 11, 1998 and being more particularly bounded and described as follows

Beginning at the southeast corner of a parcel of land now or formerly owned by Angelo Crecco, having Tax Account No 166 170-02-024, said point also being on the north right of way line of Pittsford-Palmyra Road (NYS Route 31) as shown on NYSDOT Appropriation recorded in Liber 6690 of Deeds, page 295 and Liber and Liber 1195 of Appropriation Maps, page 39, thence

- (1) North 00° 28' 14" W, along Crecco's east property line, a distance of 587 16 feet to a point; thence
- (2) S 83° 02' 20" E, a distance of 360 00 feet to a point, thence
- (3) S 00° 28' 14" E, a distance of 577 20 feet to a point on the north right of way line of Pittsford-Palmyra Road (NYS Route 31), thence

SCHEDULE A CONTINUED

SCHEDULE A CONTINUED

(4) N 84° 36' 56" W, along the north right-of-way line of Pittsford-Palmyra Road (NYS Route 31), a distance of 358 85 feet to the point and place of beginning

Excepting and reserving therefrom the following Units of Cedarwood Office Park Condominium previously conveyed by deeds recorded in the Monroe County Clerk's Office as follows

Building 2, Unit 1 recorded October 8, 1985 in Liber 6788 of Deeds, page 275;

Building 2, Unit 2 recorded August 16, 1988 in Liber 7514 of Deeds, page 19,

Building 2, Unit 3 recorded November 7, 1985 in Liber 6808 of Deeds, page 44;

Building 2, Unit 4 recorded November 20, 1985 in Liber 6813 of Deeds, page 174;

Building 2, Unit 5 recorded November 20, 1986 in liber 6813 of Deeds, page 180,

Building 2, Unit 6 recorded October 25, 1985 in Liber 6799 of Deeds, page 314,

Building 3, Unit 1 recorded June 5, 1986 in Liber 6910 of Deeds, page 107;

Building 3, Unit 2 recorded December 19, 1986 in Liber 7039 of Deeds, page 241,

Building 3, Unit 3 recorded March 4, 1988 in Liber 7281 of Deeds, page 303;

Building 3, Unit 4 recorded August 3, 1988 in Liber 7430 of Deeds, page 144,

Building 3, Unit 7 recorded June 22, 1987 in Liber 7138 of Deeds, page 125;

Building 3, Unit 6 recorded June 6, 1989 in Liber 7648 of Deeds, page 295

Building 1, Unit 1 recorded November 19, 1998 in Liber 9089 of Deeds, page 674

Together with an undivided Seventy-One and 507/1000ths per cent (71 507%) interest in the common Elements of the Property described in a Declaration recorded in Liber 6786 of Deeds at

SCHEDULE A CONTINUED

SCHEDULE A CONTINUED

page 247 (hereinafter called the "Common Elements") and

Together with an easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements now existing as a result of construction of the Buildings, or which may come into existence hereinafter as a result of settling or shifting of the Buildings, or as a result of repair or restoration of the Buildings or the Unit, after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceeds, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of managers, so that any such encroachments may remain so long as the Buildings shall stand, and

Together with an easement in common with Owners of other Unit to use any pipes, wires, ducts, cables, conduits, public utility lines, and other common Elements located in any of the other Units or elsewhere on the Property and serving the Unit

FOR CONVEYANCE ONLY The policy to be issued under this report will insure title to such buildings and improvements erected on the premises which by law constitute real property **TOGETHER** with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of adjoining said premises

*Amendment 4
By-LWS*

Return To:

GROW AND GROW
PO BOX 92
WILLIAMSON NY 14589

Index DEEDS

Book 09762 Page 0601

No. Pages 0008

Instrument AMEND TO DECLAR

Date : 3/28/2003

Time : 12:02:00

Control # 200303280458

TT#

TT# TT 0000 016249

Employee ID NB40

CEDARWOOD OFFICE PARK CONDOMIN
IUM
CEDARWOOD OFFICE PARK CONDOMIN
IUM

MORTGAGE TAX

FILE FEE-S	\$	19.00
FILE FEE-C	\$	13.00
REC FEE	\$	24.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	56.00

MORTGAGE AMOUNT	\$	.00
BASIC MORTGAGE TAX	\$	.00
SPEC ADDIT MTG TAX	\$	.00
ADDITIONAL MTG TAX	\$	.00
Total	\$	.00

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

TRANSFER AMT	\$	.00
TRANSFER TAX	\$	.00

Maggie Brooks, County Clerk



0097620601

5

AMENDMENT No. 4 TO THE BY-LAWS
OF
CEDARWOOD OFFICE PARK CONDOMINIUM

The undersigned, constituting at least seventy-five percent (75%) in common interest of all Unit Owners of Cedarwood Office Park Condominium (the "Condominium"), as required by Section 3 of Article II of the By-Laws of the Condominium, hereby amend the By-Laws as follows

Amend Section 1 of Article VII by deleting the last sentence thereof (which was added pursuant to Amendment No 3 of the By-Laws of Cedarwood Office Park Condominium) and substituting the following sentence in lieu thereof

"Notwithstanding anything set forth in this Article VII, Article XII or otherwise set forth in these by-laws and the Declaration (i) all insurance to be obtained with respect to Building No 1 and Building No 4 and the Units therein shall comply with the terms and provisions of that certain mortgage encumbering such Units and made by UBS Warburg Real Estate Investments Inc to the Unit Owners of Building No 1 and Building No 4, and (ii) all proceeds of insurance relating to Building No 1 and Building No. 4 and the Units therein and any award from any condemnation or eminent domain proceedings attributable to Building No. 1 and Building No 4 and the Units therein shall be paid to the holder of the aforesaid mortgage and applied in accordance with the terms and provisions of such mortgage "

IN WITNESS WHEREOF, the undersigned, constituting in excess of seventy-five percent (75%) of the common interest in the Condominium, hereby adopt this Amendment No 4 to the By-Laws

2003 MAR 28 PM 12:02
... ..
CLERK

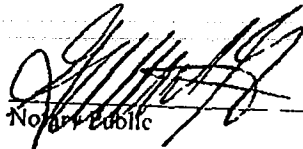
RECORDED

Refer to Label 2186 of District Page 247
... ..
... .. 14576

By Mark A Collier
Mark A Collier, Managing Member

STATE OF NEW YORK)
)
COUNTY OF MONROE) ss

On this 24 day of March, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK A COLLIER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


Notary Public


G Michael Givens
Notary Public, State of NY
West Co. NY
Commission Expires 2/2/2007

Building No 3, Unit 445

By Lawrence B Sternberg

STATE OF NEW YORK)
COUNTY OF MONROE) ss

On this 26th day of March, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence B Sternberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

G. Michael Gross
Notary Public, State of NY
Wayne County
Commission Expires 12 31 2006

Building No 2, Unit 5+6

By [Signature]

STATE OF NEW YORK)
COUNTY OF MONROE) ss.

On this 26th day of March, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Alfred J Cirilla, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

[Signature]
Notary Public

G. Michael Cirilla
Notary Public, State of NY
Monroe County
Commission expires 12/31/2006

Schedule A

The land area of the Property is described as follows

ALL THAT TRACT OR PARCEL OF LAND, being part of Town Lot 39, Township 12, Range 4 in the Town of Perinton, County of Monroe and State of New York, as shown on a map entitled "Cedarwood Office Park Instrument Location Map," prepared by Costich Engineering, having Drawing Number 1344 01, dated May 11, 1998, and being more particularly bounded and described as follows

BEGINNING AT THE SOUTHEAST CORNER of a parcel of land now or formerly owned by Perinton Professional Park Common Lands, having tax account No 166 170-02-023, said point also being on the north right-of-way line of Pittsford-Palmyra Road (NYS Route 31) as shown on NYDOT Appropriation recorded in Liber 6690 of Deeds, Page 295 and Liber 1195 of Appropriation Maps, Page 39, thence

1. N 00 28 14 W, along said lands now or formerly Perinton Professional Park Common Lands and the east line of lands now or formerly AJC Associates, LP, a distance of 587.16 feet to a point, thence

2. S 83 02 20 E, a distance of 360 00 feet to a point, thence

3. S 00 28 14 E, a distance of 577 20 feet to a point on the north right-of-way line of Pittsford-Palmyra Road (NYS Route 31), thence

4. N 84 36 56 W, along the north right-of-way line of Pittsford-Palmyra Road (NYS Route 31) a distance of 358 85 feet to the point and place of beginning

EXCEPTING AND RESERVING THEREFROM the following units of Cedarwood Office Park Condominium previously conveyed by deeds recorded in the Monroe County Clerk's Office as follows

Building 2, Unit 1 recorded October 8, 1985 in Liber 6788 of Deeds, page 275,

Building 2, Unit 2 recorded August 16, 1988 in Liber 7514 of Deeds, page 19,

Building 2, Unit 3 recorded November 7, 1985 in Liber 6808 of Deeds, page 44,

Building 2, Unit 4 recorded November 20, 1985 in Liber 6813 of Deeds, page 174,

Building 2, Unit 5 recorded November 20, 1986 in liber 6813 of Deeds, page 180,

Building 2, Unit 6 recorded October 25, 1985 in Liber 6799 of Deeds, page 314,

Building 3, Unit 1 recorded June 5, 1986 in Liber 6910 of Deeds, page 107,

100 Cedarwood Office Park

Schedule A Continued

Building 3, Unit 2 recorded December 19, 1986 in Liber 7039 of Deeds, page 241,

Building 3, Unit 3 recorded March 8, 1988 in Liber 7281 of Deeds, page 303,

Building 3, Unit 4 recorded August 3, 1988 in Liber 7430 of Deeds, page 144,

Building 3, Unit 7 recorded June 22, 1987 in Liber 7138 of Deeds, page 125,

Building 3, Unit 6 recorded June 6, 1989 in Liber 7648 of Deeds, page 295

Building 1, Unit 1 recorded November 19, 1998 in Liber 9089 of Deeds, page 674

Building 4, Unit 1 recorded October 12, 2000 in Liber 9374 of Deeds, page 419

Together with an easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements now existing as a result of construction of the Buildings, or which may come into existence hereinafter as a result of settling or shifting of the Buildings, or as a result of repair or restoration of the Buildings or the Unit, after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceeds, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of managers, so that any such encroachments may remain so long as the Buildings shall stand, and

Together with an easement in common with Owners of other Unit to use any pipes, wires, ducts, cables, conduits, public utility lines, and other common Elements located in any of the other Units or elsewhere on the Property and serving the Unit