

0 0 0 COUNTY OF MONROE
 COUNTY CLERK'S RECORDING PAGE

RETURN TO:

Box 170

DEED

INDEX _____
 BOOK 7732 PAGE 48
 NO. PAGES 52
 INSTRUMENT DECLARATION

OR HOMETOWN PARTNERSHIP
 EE WOODLANDS CONDOMINIUMS THE
 OR WOODLANDS CONDOMINIUMS THE
 EE HOMETOWN PARTNERSHIP

MORTGAGE TAX

| | |
|----------------|---------------|
| FILING FEE | 10.00 |
| 52 PAGE FEE | 156.00 |
| TRANSFER FEE | .00 |
| AFFIDAVIT FEE | .00 |
| CAP. GAINS FEE | .00 |
| MISC FEE | .00 |
| TOTAL | 166.00 |

SERIAL # _____
 CITY/TOWN _____
 S.M.A. _____
 TRANS. AUTH. _____
 TOTAL _____

.00+ CSH: .00 CHK: 166.00
 CASHIER: RODRIGUES, BETTY G.

PAID AT RECORDING

STATE OF NEW YORK)
 COUNTY OF MONROE) ss:

RECORDED ON 09/18/89 AT 12:28:00
 BOOK 7732 PAGE 48 OF DEED

TRANSFER TAX

TRANSFER TAX _____
 AMOUNT .00

PATRICIA L. McCARTHY
 MONROE COUNTY CLERK

PAID AT RECORDING

0 0 0 0 7 7 3 2 0 4 9

DECLARATION OF CONDOMINIUM

Establishing a Condominium for Premises located at Owens Road, Town of Sweden, Monroe County, New York, pursuant to Article 9-B of the Real Property Law of the State of New York.

Name of Condominium: The Woodlands Condominiums

Address of Condominium: Owens Road
Sweden, New York

Sponsor: Hometown Partnership
132 Hometown Drive
Brockport, New York

Date of Declaration: SEPTEMBER 14, 1989

RECORDED

89 SEP 18 PM 2: 28

MONROE CO.
CLERK'S OFFICE

Record and Return to: PHILLIPS, LYTLE, HITCHCOCK,
BLAINE & HUBER
Attorneys for Sponsor
1400 First Federal Plaza
Rochester, New York 14614

Attention:

Albert M. Mercury, Esq.
Box 170

0 0 0 0 7 7 3 2 0 5 0

DECLARATION

OF

THE WOODLANDS CONDOMINIUMS

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

Hometown Partnership, a general partnership formed under the laws of the State of New York, with an address of 132 Hometown Drive, Brockport, New York (the "Sponsor"), does hereby declare:

1. Submission of Property. Sponsor hereby submits the real property hereinafter described, together with the buildings and improvements thereon erected (the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York.

2. Area and Location of Land. The Property has an area of approximately 14.27 acres and is located on Owens Road, in the Town of Sweden, Monroe County, New York. The Property consists of all that certain tract, plot, piece and parcel of land situate, lying and being in the Town of Sweden, County of Monroe and State of New York as more particularly bounded and described on Exhibit A annexed hereto and made a part hereof. The Property is owned by the Sponsor in fee simple absolute.

3. Name of Condominium. The Condominium shall be known as The Woodlands Condominiums.

4. Description of the Buildings. The Property currently includes twenty-two (22) buildings (the "Buildings"), twenty (20) of which are multiple family dwellings one (1) of which is a combination storage and maintenance building, and one (1) of which is a detached pool bath house. The Buildings contain a total of one hundred fifty-three (153) residential dwelling Units. There is also a laundry room within one of the residential buildings; that is Building 23, on the first level. All multiple family dwellings are two (2) stories in height, all but Buildings 21, 22 and 23 have below or partially below grade basements. The maintenance building is one (1) story, all above grade. The detached pool bath house building is one (1) story all above ground. All Buildings may be entered at the first floor level.

The Property contains an inground swimming pool, a tennis court and a basketball court. A private asphalt drive connects all Units.

The Buildings are between 21 to 27 feet from grade to roof peak. Each Building has a basement, first and second floor, except Buildings 21, 22 and 23 where there are no basements. The structural system of the Units is comprised of 2" by 4" stud walls. Roofs are a pitched plywood deck with 15 pound felt and standard 235 pound shingles.

The exterior walls of the Units are brick veneer at the first level and vinyl siding at the second level.

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 designation; tax account number; location; area; number of rooms; the Limited Common Elements to which the Unit has exclusive and immediate access; and the percentage interest in the Common Elements appurtenant to such Unit. The land area of the Property and the locations of the Buildings are shown on a Site Plan prepared by Architects, and filed in the Office of the County Clerk of Monroe County simultaneously with the recording of the Declaration. The location and layout of each Unit is shown on the Floor Plans of the Buildings, prepared by Architects, and also filed in the Office of the County Clerk of Monroe County simultaneously with the recording of the Declaration.

5. Dimensions of Units. As shown on the Floor Plans, each Unit consists approximately of the area enclosed and measured horizontally between and including the unexposed faces of the wallboard at the exterior walls of the Building to the unexposed face of the wallboard dividing the Unit from other Units. Vertically, for two or three level Units, each Unit consists of the space enclosed and measured between the upper face of the concrete floor in the basement or first floor, if no basement, and the unexposed upper face of the drywall ceiling above the top level of the Unit. Notwithstanding the above, all horizontal beams, girders, supports and joists comprising the horizontal partitions between the basement and the first floor and between the first floor and the second floor are not a part of the Unit. Vertically, for one level Units, each Unit consists of the space enclosed and measured between the unexposed face of the floor decking or the upper face of the concrete floor, as applicable and the unexposed upper face of the drywall ceiling of the Unit.

The doors and windows, together with the attendant frames, which open from a Unit shall be deemed part of the Unit.

6. Common Elements. The Common Elements of the Condominium consist of the entire Property, including all parts of the Buildings and improvements, other than the Units, and include, without limitation, the following:

A. General Common Elements:

(1) The land, including without limitation, the portions of the Land on which the Buildings are erected, all lawns, gardens, sitting areas, walks, streets, roads, driveways, parking areas and all other improved and unimproved areas not within the Units;

(2) All foundations, columns, girders, beams, supports, joists, bearing walls, those portions of the exterior walls beyond the outside face of the wallboard, those portions of the walls and partitions dividing the Units from garages located beyond the unexposed face of the wallboard enclosing the Unit, those portions of the walls and partitions dividing Units located between the unexposed faces of both wallboard walls enclosing the Units, the concrete basement floor, the area above the upper face of the drywall ceiling of the first floor and the lower face of the particle board flooring of the second floor, the area above the upper face of the ceiling of the second floor and roof trusses, roofs, and the steps leading to the entrances to the Units;

(3) All installations outside the Units for services such as heat, power, light, telephone, television and water;

(4) All sewer pipes and drainage pipes and appurtenances thereto;

(5) All paved parking areas;

(6) The swimming pool;

(7) The pool bath house building;

(8) The basketball and tennis courts;

(9) All other apparatus and installations existing in the Buildings or outside the Buildings for common use or necessary convenient for the existence, maintenance or safety of the Buildings.

(10) Any land adjacent to the Property acquired pursuant to a deed delivered to the Board of Managers on behalf of all Unit Owners, together with any improvements thereon.

B. Limited Common Elements:

(1) The mailboxes.

(2) The plot and parcel of land immediately to the rear of and adjacent to a Unit, the dimensions of which shall not extent beyond the center line or extended center line of the fence or fences enclosing such lands, together with all improvements thereon, including wooden decks, concrete paving blocks, shrubbery and trees. Only such lands bounded by fences installed by Sponsor and improved by Sponsor, or by a Unit Owner in accordance with plans approved by the Architectural Committee, shall be deemed Limited Common Elements. No such improvement shall be permitted adjacent to any Unit in Buildings 1, 2 or 23.

The term "Common Elements" as used herein shall include the Limited Common Elements.

7. Use of Buildings and Units. Each of the Units in the Buildings may be used only as a residence. Notwithstanding the foregoing, the Sponsor may without the permission of the Board of Managers retain ownership of one or more Units for use as living quarters for on-site management personnel, or for use as models, sales and/or production offices in connection with the sale or rental of the Units in this Condominium until such time as all such Units have been sold and conveyed to Purchasers thereof.

8. Person to Receive Service. Any person serving as a member of the Board of Managers and residing on the Property, or the resident superintendent is hereby designated to receive service of process in any action which may be brought against the Condominium.

9. Determination of Percentages in Common Elements. The percentage of interest of the respective Units in the Common Elements has been determined based upon the approximate proportion that the fair value of each Unit bears to the aggregate fair value of all the Units.

10. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of any of the Buildings, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) repair or restoration of the Buildings (or any portion thereof) or a Unit after damage by fire or other casualty, or after a taking by condemnation or eminent domain proceedings, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings stand.

11. Easements. 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 or elsewhere on the Land 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 and any Limited Common Element appurtenant thereto to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

The Sponsor and Sponsor's designees shall have an easement in, on, over and across the Property for the purposes of performing any routine and necessary maintenance or repairs required to be made by the Sponsor and for any purposes consistent with the purposes of the Offering Plan, and Sponsor's rights and obligations thereunder including, without limitation, the right to renovate, maintain, repair, refurbish, offer, sell or lease Units and Common Elements.

Each Unit Owner shall have the right in common with all other Unit Owners of access, use and occupancy of the Common Elements except for the Limited Common Elements.

Each Unit Owner shall have the exclusive right of access and use of those Limited Common Elements designated for his use in Exhibit B.

The Sponsor reserves, for the benefit of Sponsor and Sponsor's assigns, an easement and right of access and use over the driveways, parking areas, sidewalks, swimming pool and related facilities, basketball court and all further and future recreational amenities of The Woodlands Condominiums, together with easements and rights of access across the lands of the Woodlands Condominiums as are necessary and desirable for the connection, installation, maintenance and continuing repair of sanitary sewer, storm sewer, water, gas, electric and cable television services to The Woodlands II, together with the right to erect upon the Property, and a right of access to, mailboxes for the use of owners of units in The Woodlands II, together with the right to erect signage on the Property related to the construction, location, financing or availability for sale or lease of The Woodlands II or units in it. Should construction of a condominium on such parcel not be commenced within ten (10) years from the date of the filing of the Declaration of The Woodlands Condominiums, such easements and rights shall terminate. Such easements and rights shall be construed to be covenants running with the land and shall be binding upon an inure to the benefit of the owners of the subject premises and their heirs, executors, administrators, successors and assigns.

12. Powers 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, sell or lease 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 (including the right to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired or to sublease any Unit so leased by the Board of Managers.

13. 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, general and limited, 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 assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x 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, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to any such Units, 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 interest in common elements. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, 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 interest in Common Elements.

14. Condominium Office and Superintendent's Unit. The Sponsor will retain ownership of Unit 132 until all other Units are sold. Until such time, the Sponsor may allow the Condominium the use of the Unit as an office for conducting the business of the Condominium and a residence for the superintendent.

For so long as the Sponsor owns the Unit and the Condominium uses it, the Condominium will pay the Sponsor for its use an amount equal to the Sponsor's cost of debt service, utilities, taxes and common charges allocable to the Unit. Such costs have been included in Schedule B to this Offering Plan.

The Sponsor will notify the Condominium Board of Managers in writing when it has conveyed all the other Units. The Condominium shall then have the option to purchase the Unit from the Sponsor for a purchase price equal to the then current

market value of the Unit, which shall be retained by the Sponsor for its own account. Such option may be exercised by notice in writing to the Sponsor within sixty (60) days after receipt of Sponsor's notice. If the Condominium exercises the option, the Sponsor shall, upon payment of the purchase price by the Condominium, deliver to the Board of Managers a quitclaim deed conveying good and clear record and marketable title to the Unit. Delivery of the deed and payment therefor shall be made within thirty days after the exercise of said option by the Board of Managers. If the Condominium fails to exercise said option as aforesaid, the Sponsor shall have the right to convey the Unit to any other party for use as a residential Unit and the Sponsor shall retain the proceeds from such sale for its own account.

15. Additional Covenants, Restrictions and Conditions. Free passage and access shall at all times be provided over and across the streets, roads, parking areas and walks now or hereafter constructed on the Land for the benefit of the respective Owners and occupants of Units, their guests, licensees and invitees, and no fence or other obstruction shall at any time be erected, maintained, placed or permitted which shall in any way interfere with such free passage or access.

The Sponsor does hereby reserve an easement for itself, its successors or assigns, to maintain a sales office and/or model Units, to erect and maintain one or more free-standing and other selling, directional and informational signs as it deems necessary, and to have free passage and access over and use of the streets, roads, walks and parking areas on the Land for the purpose of offering for sale or lease Units in this Condominium until such time as all such Units have been sold and conveyed to the purchasers thereof.

16. Units Subject to Declaration, By-Laws and Rules and Regulations. All provisions of this Declaration, the By-Laws, and the Rules and Regulations annexed thereto, as they may be amended from time to time, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and every part thereof and interest therein and all of the provisions thereof shall be binding upon and inure to the benefit of an Owner of a Unit or any part thereof, or interest therein, and his heirs, executors, administrators, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. The acceptance of a deed or 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, the By-Laws, and the Rules and Regulations as they may be amended from time to time, are accepted and ratified by such Unit 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 stipulated at length in each and every deed and conveyance and lease thereof.

17. Owners of Units Occupied by Non-Purchasing Tenants. Purchasers of Units occupied by non-purchasing tenants shall irrevocably appoint the Managing Agent and its successors (or the Board of Managers if no Managing Agent is to be employed) as his or her agent to provide to the non-purchasing tenant all services and facilities required by law. Such purchasers shall deposit with the Managing Agent (or the Board of Managers of the Condominium if no Managing Agent is to be employed) at the time of closing an amount equal to not less than two months common charges and real estate taxes to be used as working capital to furnish services required under the non-purchasing tenant's lease and any applicable laws and regulations. Within thirty (30) days following notice by the Managing Agent (or the Board of Managers of the Condominium) that the deposit has been diminished the funds shall be replenished by the Unit Owner. Failure of the Unit Owner to replenish the fund in a timely fashion shall result in the Board of Managers, on behalf of the Unit Owners, having a lien against the Unit enforceable in accordance with Article 9-B of the New York Real Property Law. Interest, if any, earned on the fund shall be the Property of the Unit Owner.

18. Rights of Mortgagees.

(a) A first mortgagee shall, upon request, be entitled to written notification from the Board of Managers of any default by Unit Owners in the performance of his obligations under the Declaration or By-Laws, including but not limited to a default in payment of Common Charges.

(b) Any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in its mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the Property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.

19. Amendment of Declaration. The dedication of the Property to the condominium ownership cannot be revoked, the Property cannot be withdrawn from Condominium ownership, and this Declaration cannot be amended unless at least eighty percent (80%) of the Unit Owners in number and in common interest and the first mortgagees, if any, of each of those same Units agree to such revocation, withdrawal or amendment. Any amendment to this Declaration will not take effect until it is duly recorded in the office of the Clerk of Monroe County.

The Sponsor hereby reserves the right to amend or (on request of Sponsor or its designee) to require the Board of Managers to duly execute and record in the Monroe County Clerk's Office and elsewhere an amendment to this Declaration at any time without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of filing the Floor Plans required by New York Real Property Law Section 339-p for the Buildings and appurtenances for which the Floor Plans may be incomplete at the time the Declaration is recorded and filing along with said amendment to the Declaration and the Floor Plans the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p.

No such amendment shall be effective until recorded in the Office of the Clerk of Monroe County.

The provisions of this Section may not be amended or deleted in whole or in part without the consent of the Sponsor, so long as Sponsor or its designee owns any Unit.

20. Invalidity. The invalidity of any provision of this Declaration 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.

21. 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.

22. 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 this Declaration nor the intent of any provision thereof.

23. Definitions. All capitalized terms used in this Declaration that are not defined herein shall have the meanings set forth in Exhibit C to this Declaration. Each of the capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

24. Gender. 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, whenever the context so requires.

25. By-Laws. The provisions of the By-Laws of The Woodlands Condominiums attached hereto are made a part of this Declaration as if fully set forth herein.

IN WITNESS WHEREOF, the Sponsor has caused this Declaration to be executed by a duly authorized partner thereof on this 14 day of September, 1989.

HOMETOWN PARTNERSHIP

By: TFG-VII Associates,
General Partner

✓ By: Richard N. Houlding
Richard N. Houlding,
General Partner

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) SS.:

On the 14th day of September, 1989, before me came Richard N. Houlding, to me known, who, being by me duly sworn did depose and state that he resides at Wayland, MA; that he is a General Partner of TFG-VII Associates, the partnership described in and which executed the above instrument; which is itself a General Partner of HOMETOWN PARTNERSHIP; and that he signed his name hereto as the act and deed of said partnership.

Catherine F. Stauber
Notary Public

CATHERINE F. STAUBER, Notary Public
My Commission Expires June 2, 1990

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Sweden, Monroe County, New York, being a part of the east part of Lot No. 12 in Section 8 of Township No. 3 of the Triangular Tract, bounded as follows: Beginning at the northeast corner of said Lot No. 12; thence running west along the north line of Lot No. 12 a distance of 330.00 feet; thence running south at an interior angle of $89^{\circ} 01' 15''$, a distance of 215.00 feet; thence running west at an interior angle of $270^{\circ} 58' 45''$ a distance of 300.00 feet; thence running south at an interior angle of $89^{\circ} 01' 15''$ a distance of 874.16 feet to a point; thence running easterly parallel to the north line of Lot No. 12 a distance of 630 feet to the east line of Lot No. 12; thence running north at an interior angle of $89^{\circ} 01' 15''$ along the east line of Lot 12, 1089.16 feet to the place of beginning.

EXCEPTING AND RESERVING a strip of land 30 feet in width adjacent to the east line of Lot No. 12 and heretofore conveyed to the Town of Sweden for highway purposes by Deed recorded in Monroe County Clerk's Office in Liber 3301 of Deeds; page 61; said highway being known as Owens Road.

BEING AND HEREBY INTENDING to describe a portion of the same premises transferred to the Grantor by deed dated April 10, 1981, and recorded in the Monroe County Clerk's Office in Liber 5958 of Deeds, page 186.

0 0 0 0 7 7 3 2 0 6 1

EXHIBIT B
TO DECLARATION

| <u>Unit</u> | <u>Tax Account Number</u> | <u>Square Footage</u> | <u>% Common Interest</u> |
|-------------|-------------------------------|---------------------------|------------------------------|
| 1 | 084.010-02-023.001 | 699 | .0034 |
| 2 | 084.010-02-023.002 | 699 | .0034 |
| 3 | laundry | | |
| 4 | 084.010-02-023.004 | 699 | .0034 |
| 5 | 084.010-02-023.005 | 699 | .0034 |
| 6 | 084.010-02-023.006 | 699 | .0034 |
| 7 | 084.010-02-023.007 | 699 | .0034 |
| 8 | 084.010-02-023.008 | 699 | .0034 |
| 9 | 084.010-02-023.009 | 699 | .0034 |
| 10 | 084.010-02-023.010 | 699 | .0034 |
| 11 | 084.010-02-023.011 | 699 | .0034 |
| 12 | 084.010-02-023.012 | 699 | .0034 |
| 13 | 084.010-02-018.013 | 1507 | .0076 |
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| 15 | 084.010-02-018.015 | 1410 | .0071 |
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| 39 | 084.010-02-021.039 | 782 | .0039 |
| 40 | 084.010-02-021.040 | 782 | .0039 |

0 0 0 0 7 7 3 2 0 6 2

| | | | |
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| 43 | 084.010-02-021.043 | 782 | .0039 |
| 44 | 084.010-02-021.044 | 782 | .0039 |
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| 51 | 084.010-02-022.051 | 782 | .0039 |
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| 55 | 084.010-02-015.055 | 1400 | .0069 |
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| 68 | 084.010-02-016.068 | 1400 | .0069 |
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| 71 | 084.010-02-016.071 | 1400 | .0069 |
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Each Unit Owner has the exclusive right to use the mailbox which is assigned to him.

Physical location and areas of Units may be determined by referring to the location maps and floor plans filed in the Monroe County Clerk's Office in Civil Action File Number

7382/89.

EXHIBIT C

DEFINITIONS

- "Architects" - NE Architecture
25 N. Washington Street
Rochester, New York 14614
- "Board of Managers" - The governing board of the Con- dominium
composed of representatives elected by
Unit Owners in accordance with the
By-Laws.
- "By-Laws" - The By-Laws of The Woodlands Condominiums,
as amended from time to time.
- "Common Charges" - Each Unit's assessed proportionate share
of the Common Expenses in accordance with
its percentage interest in Common
Elements.
- "Common Elements" - All portions of the Property other than
Units. Common Elements are comprised of
General Common Elements and Limited Common
Elements.
- "Common Expenses" - (a) Expenses of operation of the
Property, and

- (b) All sums designated Common Expenses
by or pursuant to the provisions of the
New York Condominium Act, the Declaration
or the By-Laws.
- "Pool Bath House" - That Building adjacent to the swimming
pool.
- "Condominium" - A form of ownership of real property in
which individual Units as component parts
of a whole are owned in fee simple, with
the right of exclusive use, by separate
individuals or entities, which separate
individuals and/or entities jointly own
those parts of the whole designated as
Common Elements. In the context of this
Offering Plan, "Condominium" specifically
refers to "The Woodlands Condominium."
- "Condominium Act" - Article 9-B of the Real Property Law of
the State of New York, as the same may be
amended from time to time.

- "Declaration" - The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York Condominium Act, consistent with the provisions of the New York Condominium Act and the ByLaws.
- "Floor Plans" - The floor plans of the Units certified by the Architects, and filed in the Monroe County Clerk's Office simultaneously with the recording of this Declaration, together with any supplemental floor plans thereto.
- "Land" - All that certain tract, plot, piece and parcel of land situate, lying and being in the City, County and State of New York as more particularly described in Exhibit A to this Declaration.
- "Managing Agent" - A Person employed by the Condominium Board pursuant to the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in the By-Laws.
- "Offering Plan" - The document, as may be amended from time to time, filed with the New York State Department of Law which describes the Property and pursuant to which individual Units in the Condominium are offered for sale to the public.
- "Property" - Includes the land, the Building and all other improvements thereon, 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, which have been or are intended to be submitted to the provisions of the New York Condominium Act.
- "Purchaser" - Any Person who has entered into an agreement with Sponsor to purchase any Unit and is not in default thereunder.

- "Recording Officer" and "Recording" or "Recorded" - Shall have the meaning stated in section 209 of the New York Real Property Law.
- "Rules and Regulations" - The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.
- "Selling Agent" - The Finch Group, Inc.
160 Federal Street
Boston, Massachusetts 02110
- "Sponsor-designee" - Any Person designated by Sponsor to hold title to any Unsold Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee."
- "Unit" - That portion of a Building having the dimensions and as described in Sections 4 and 5 of this Declaration.
- "Unit Deed" - The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.
- "Unit Designation" - The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the floor plans.
- "Unit Owner" - The person, persons or entity owning a Unit and its appurtenant interest in the Common Elements in fee simple absolute. Collectively, Unit Owners means the respective owners of the Units.
- "Unsold Units" - Any Unit owned by Sponsor or Sponsor-designee at the time in question.

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BY-LAWS
OF
THE WOODLANDS CONDOMINIUMS

PHILLIPS, LYTLE, HITCHCOCK, BLAINE & HUBER
Attorneys for Sponsor
1400 First Federal Plaza
Rochester, New York 14614

BY-LAWS
OF
THE WOODLANDS CONDOMINIUMS

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BY-LAWS OF
THE WOODLANDS CONDOMINIUMS

ARTICLE ONE
PLAN OF UNIT OWNERSHIP

Section 1-01. Property.

The real property owned by the Hometown Partnership is in the Town of Sweden, Monroe County, State of New York, hereinafter called the "Property", and has been submitted to the provisions of a Declaration of Condominium, hereinafter referred to as the "Declaration" recorded in the Office of the County Clerk, Monroe County which covers Units owned in the Woodlands Condominiums shall hereinafter be referred to as the "Condominium."

Section 1-02. Applicability of By-Laws.

The provisions of these By-Laws are applicable to the operation of the Condominium and to the use and occupancy of the Property. The term "Property" as used herein shall include in addition to the Condominium's land, the buildings and all other improvements thereon 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 operated according to the provisions of the Declaration and these By-Laws.

Section 1-03. Applicability to Persons.

All present and future Owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the Condominium in any manner shall be subject to these By-Laws, the Declaration, and the Rules and Regulations pertaining to the use and operation of the Property.

Acquisition, rental or occupancy of any lot or unit in the Condominium shall be sufficient to signify acceptance and ratification of the provisions of the aforementioned instruments and an agreement to comply therewith.

Section 1-04. Office.

The office of the Condominium and of the Board of Managers shall be located at the Condominium or at such other place, reasonably convenient thereto, as may be designated from time to time by the Board of Managers.

Section 1-05. Definitions.

The words, phrases or terms used in these By-Laws shall have the same meanings as those words, phrases or terms set forth and defined in the Declaration.

ARTICLE TWO
BOARD OF MANAGERS

Section 2-01. Number and Term.

The affairs of the Condominium shall be governed by the Board of Managers. The initial Board of Managers shall consist of three (3) persons designated by the Sponsor, none of whom need be a Unit Owner. Each of these initial Managers shall serve until the first Annual Meeting of the Unit Owners held pursuant to the terms of Section 3.01 hereof. Thereafter, the Board shall consist of five (5) Managers.

Managers shall be elected or appointed at the Annual Meeting of Unit Owners. Until two (2) years have elapsed from the date of closing of the first Unit or until such time as the unsold Units no longer constitute more than fifty percent (50%) of the interests in Common Elements, whichever shall sooner occur, the Sponsor or its designee shall be entitled to designate at such Annual Meeting three (3) of the members of the Board of Managers. Thereafter, if the unsold Units constitute thirty-five percent (35%) or more of the interests in Common Elements, but less than fifty percent (50%), the Sponsor or its designee shall be entitled to designate two (2) of the members of the Board of Managers. If the unsold Units constitute twenty percent (20%) or more of the interests in Common Elements but less than thirty-five (35%), the Sponsor or its designee shall be entitled to designate one (1) of the members of the Board of Managers. The number of Managers may not be increased without the consent of the Sponsor or the Sponsor's designee for so long as there remain two (2) unsold Units.

The term of office of two (2) of the Managers shall be fixed for three (3) years, the term of office of two (2) of the Managers shall be fixed at two (2) years, and the term of office of one of the Managers shall be fixed at one (1) year. The longest terms shall be awarded to the Managers elected by the most votes and the shortest terms shall be awarded to the Managers designated by the Sponsor. At the expiration of the initial term of office of each respective Manager, his successor shall be elected or, in the instance of Sponsor designated Managers, appointed, to serve a term of three (3) years. The Managers shall hold office until their successors have been elected and hold their first meeting.

Notwithstanding the above, one of the Managers appointed by Sponsor at the first Annual Meeting of Unit Owners shall resign two (2) years after the closing of the first Unit or at such time as the Unsold Units no longer constitute more than fifty percent (50%) of the interests in Common Elements and the Board of Managers shall immediately appoint a Unit Owner to fill such vacancy and to serve for the remainder of such resigning Manager's term.

Except for Managers designated by the Sponsor, all other Managers shall be Unit Owners or spouses of Unit Owners and no Manager shall continue to serve on the Board after he or she ceases to be a Unit Owner or spouse of a Unit Owner.

Section 2-02. 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 the Declaration, or these By-Laws may not be done by or delegated by the members to the Board of Managers. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

A. Care, upkeep, maintenance and operation of the Common Elements;

B. The determination of amounts required to defray common expenses of the Condominium (such as amounts required for operation and maintenance of the Common Elements);

C. Collection of common charges from Unit Owners;

D. Maintenance of detailed and accurate records, in chronological order, of receipts and disbursements arising from the operation of the Property, which records shall be made available for examination by Unit Owners at convenient hours on weekdays;

E. Authorization and prosecution of suits to foreclose liens for non-payment of common charges, or other fines or assessments or to enforce money judgments;

F. Authorization and prosecution of actions or proceedings on behalf of the owners of two (2) or more Unit Owners as their respective interests may appear, with respect to any cause of action relating to the Common Elements or to more than one (1) Unit;

G. Employment and dismissal of personnel necessary or appropriate for the maintenance and operation of the Common Elements;

H. Adoption and amendment of rules and regulations not inconsistent with these By-Laws, covering the details of operating conduct and use of the Property;

I. Establishment of bank accounts in the name of the Condominium, and authorization of signatories therefor;

J. Purchasing, leasing, or otherwise acquiring in the name of the Condominium or Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered by their owners to the Condominium for sale, lease or surrender;

K. Purchasing units at foreclosure or other judicial sale in the name of the Condominium or Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners;

L. 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 Condominium or Managers or its designee, corporate or otherwise, on behalf of all Unit Owners;

M. Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing Units on behalf of all of the Unit Owners;

N. Procuring casualty, fidelity and liability insurance for the Property and the Units as well as officers' and directors' liability;

O. Contracting for and/or making repairs, additions, and improvements to the Property, and repairs to and restoration of the Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

P. Levying fines against Unit Owners for violations 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 Fifty Dollars (\$50.00) for any one (1) violation. Each day a violation continues after notice 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 fines are levied. Where a Unit Owner persists in violation of the Rules and Regulations, the Board may require him to post a bond to secure future compliance with the Rules and Regulations;

Q. Controlling the use of all Common Elements of the property;

R. 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 (1) the consent of two-thirds (2/3) in number of all Unit Owner votes, obtained at a meeting duly called and held for such purpose in for the borrowing of any sum in excess of Three Thousand Dollars (\$3,000.00), and (2) no lien to secure repayment of any sums borrowed may be created on any Unit without the consent of the Unit Owner;

S. Employment of a Managing Agent and/or Manager at such reasonable compensation and to perform such duties as the Board of Managers may authorize; provided, however, that the Board of Managers shall not delegate to any such Managing Agent and/or Manager any of the powers set forth in subsections F., H., I., J., K., L., M. and P. of this Section;

T. Exercising all other necessary and proper actions for the sound management of the Condominium and fulfillment of the terms and provisions of the Declaration and By-Laws.

U. Acquiring on behalf of all Unit Owners any lands adjoining the Property together with the improvements thereon, which lands and improvements shall be deemed Common Elements.

Section 2-03. Vacancies.

Vacancies in the Board of Managers caused by any reason, other than the removal of a Manager by a vote of the Unit Owners, shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum. Each person so elected shall hold office until his successor is elected at the next annual meeting of Unit Owners.

Section 2-04. Removal of Managers.

At any regular or special meeting of Unit Owners called, any one or more of the Managers may be removed with or without cause by a majority of Unit Owner votes, and a successor may then and there be elected to fill the vacancy so created. Any Manager so elected shall serve for the unexpired term of his predecessor in office. Any Manager whose removal has been proposed by a Unit Owner shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his removal.

Section 2-05. Organizational Meetings.

The first meeting of the Board of Managers shall be held within sixty (60) days of the sale of the first Unit at such place as may be fixed by the Board of Managers. No notice shall be necessary to the newly elected Board of Managers in order to

conduct such a meeting provided a majority of the Managers shall be present.

Section 2-06. 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 Managers, but at least six (6) of such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each Manager personally, or by mail, telephone, or telegraph at least three (3) business days prior to the date set for such meeting.

Section 2-07. Special Meetings.

Special meetings of the Board of Managers may be called by the President, and shall be called by the President or Secretary on the written request of at least two (2) Managers on two (2) business days' notice to each Manager, given personally or by mail, telephone, or telegraph. Any such notice shall state the time, place, and purpose of the meeting.

Section 2-08. Waiver of Notice.

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

Section 2-09. Quorum of Board of Managers.

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

Section 2-10. Fidelity Insurance.

The Board of Managers shall obtain adequate fidelity insurance for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums of such insurance shall constitute a common expense.

Section 2-11. Compensation.

No Managers shall receive compensation from the Condominium for acting as such, provided, however, that nothing herein contained shall be construed to preclude any Manager from serving the Condominium or the Board of Managers in any other capacity and receiving compensation therefor.

Section 2-12. Liability of Board Managers.

The Managers shall not be liable to the Condominium for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Condominium shall indemnify and hold harmless each of the Managers against all contractual liabilities 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 these By-Laws. It is intended that the Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. Every agreement made by the Board of Managers or by the Managing Agent on behalf of the Condominium shall provide that the Managers, or the Managing Agent, are acting only as agents for the Condominium and shall have no personal liability thereunder.

ARTICLE THREE
UNIT OWNERS

Section 3-01. Annual Meetings.

The first annual meeting of Unit Owners shall be called by the President to be held one (1) year from the first Tuesday in the month following the month of closing of title to the first Unit. At such meeting, those persons holding office as Managers shall resign and the Unit Owners, including Sponsor, shall elect or appoint if so required, a new Board of Managers in accordance with Section 2.01 hereof. Former or incumbent Managers may be elected or appointed to serve for subsequent terms. Thereafter, annual meetings of Unit Owners shall be held on the first Tuesday of the month in which the first annual meeting was held, or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice by the Board of Managers delivered to the Unit Owners not less than fifteen (15) days prior to the date fixed for said meeting. At such meetings there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article Two of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before the meeting.

Section 3-02. Special Meetings.

The President may, and shall if directed by resolution of the Board of Managers or by petition signed and presented to the Secretary by Unit Owners representing twenty-five percent (25%) of the votes of the Unit Owners, call a special meeting of the Unit Owners. The notice of any special meeting shall state the time and place of the meeting, and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3-03. Place of Meetings.

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 3-04. Notice of Meetings.

It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose, the time and the place thereof, to each Unit Owner, at least ten (10), but not more than thirty (30) days prior to such meeting. Any notice so mailed shall be considered served.

Section 3-05. Quorum; Majority Voting.

At all meetings of the Unit Owners, Unit Owners holding in the aggregate in excess of fifty percent (50%) of the Unit Owners' votes shall constitute a quorum for transaction of business. If a quorum is present at a meeting, a majority of Unit Owners' votes present in person or by proxy shall bind all Unit Owners for all purposes other than those for which a higher percentage is required by law, by the Declaration or by these By-Laws. If, at any meeting of Unit Owners, less than a quorum is present, a majority of the votes of Unit Owners present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. As used in these By-Laws, the term "majority of Unit Owners" shall mean those Unit Owners holding in the aggregate in excess of fifty percent (50%) of the voting interests.

Section 3-06. Order of Business.

The order of business at all meetings of Unit Owners shall be as follows:

- A. Roll call;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes of the preceding meeting;
- D. Reports of officers;
- E. Report of Board of Managers;
- F. Reports of committees;
- G. Election of voting inspectors (when appropriate);
- H. Election of Managers (when required);
- I. Unfinished business;
- J. New business.

Section 3-07. Voting.

The Condominium shall have one class of voting Unit Owners. Unit Owners shall be entitled to no more than, nor less than one vote for each Unit owned. The appointment of any proxy shall be made in a writing filed with the Secretary at the meeting at which it is to be voted, and shall be revocable at any time by notice in writing to the Secretary.

ARTICLE FOUR
OFFICERS

Section 4-01. Designation.

The principal officers of the Condominium shall be President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may also appoint an Assistant Vice-President, an Assistant Treasurer an Assistant Secretary and such other officers as in its judgment may be necessary.

Section 4-02. Election of Officers.

The officers of the Condominium shall be elected annually by the Board of Managers from among the Board of Managers at the organizational meeting of each new Board, and shall hold office until the next annual organizational meeting of the Board of Managers.

Section 4-03. Resignation and Removal.

Any officer may be removed from office with or without cause by the Board of Managers. Any officer may resign at any time by giving written notice to the Board of Managers, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4-04. Vacancies.

In the event of death, resignation or removal of an officer, his successor shall be elected by the Board of Managers and shall serve for the unexpired term of his predecessor.

Section 4-05. Multiple Offices.

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the remaining offices, except in the case of additional offices created pursuant to Section 4-01.

Section 4-06. President.

The President shall be the chief executive officer of the Condominium, shall supervise the functions of the other officers, shall preside at all meetings of the Condominium Unit Owners and shall preside at all meetings of the Board of Managers. He shall have the power to sign alone, unless the Board of Managers shall specifically require an additional signature, in the name of the Condominium all contracts, agreements, deeds, leases, checks, and other instruments of the Condominium authorized either generally or specifically by the Board of Managers. He shall perform all duties incident to the office of President, subject however, to the control of the Board of Managers.

Section 4-07. 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 4-08. Secretary.

The Secretary shall keep the minutes of all meetings of the Board of Managers and of the Condominium Unit Owners; he shall have charge of such books and papers as the Board of Managers may direct; and he shall keep a record wherein actions of the Board of Managers and the Unit Owners is recorded, and, in general, perform all the duties incident to the office of Secretary, subject however, to the control of the Board of Managers and such other duties as shall from time to time be assigned to him by the Board of Managers.

Section 4-09. Treasurer.

The Treasurer shall have the custody of all funds and securities of the Condominium. He shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Condominium, and shall deposit all monies and other valuable effects of the Condominium in the name and to the credit of the Condominium in such banks or depositories as the Board of Managers may designate. Whenever required by the Board of Managers, he shall render a statement of his accounts. He shall at all reasonable times exhibit his books and accounts to any officer or Manager, and shall perform all duties incident to the office of Treasurer, subject however, to the control of the Board of Managers, and such other duties as shall from time to time be assigned to him by the Board of Managers. The Treasurer shall, if required by the Board of Managers, give such security for the faithful performance of his duties as the Board of Managers may require.

Section 4-10. Compensation of Officers.

The salaries, if any, of all officers shall be set by the Board of Managers in their discretion, and the fact that any officer is a member of the Board of Managers shall not preclude him from receiving his salary, if any, or from voting on any resolution providing for the same.

ARTICLE FIVE
COMMON CHARGES

Section 5-01. Determining Common Charges.

Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of the Property including any alteration, addition or improvement thereto ("common expenses") shall be determined by the Board of Managers and shall be borne by the Unit Owners. The Board of Managers shall from time to time, and at least annually, prepare a budget for the

Condominium, which budget shall include projections of common expenses, common revenues (from sources other than assessments of Unit Owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against Unit Owners as provided in the Declaration. As used in these By-Laws, the term "common expenses" or "common charges" shall mean expenses or charges for which Unit Owners are proportionately liable, and shall include, but shall not be limited to the following:

A. All expenses of administration, maintenance, repair and replacement of the Common Elements;

B. Insurance premiums on all policies of insurance obtained by the Board of Managers or Managing Agent for the benefit of the Board of Managers or the Condominium, as the case may be;

C. Additions to the Reserve Fund;

D. Additions to the replacement Contingency Fund;

E. All other amounts that the Unit Owners may agree upon or that the Board of Managers may deem necessary or appropriate for the operation, administration, and maintenance of the Property;

F. All other amounts designated common expenses by the Declaration, by these By-Laws, or by law.

The Board of Managers shall furnish all Unit Owners with copies of the budget on which the allocations and assessments of common charges are based.

Section 5-02. Special Assessments.

In addition to the foregoing duty to determine the amount of and assess common charges, the Board of Managers shall have the right to levy special assessments to meet the common expenses. Special assessments shall be levied against all Unit Owners as provided in the Declaration and may be payable either in one lump sum or in installments, as the Board of Managers shall determine; provided, however, that the Board of Managers shall give each Unit Owner not less than 15 days written notice prior to the date upon which such special assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purposes thereof. The Board of Managers shall have all rights and remedies for the collection of special assessments as are provided herein for the collection of common charges.

Section 5-03. Collection of Assessments.

The Board of Managers shall assess common charges against the Unit Owners from time to time, and, at least annually, and shall advise each Unit Owner in writing of the amount of common charges payable by him. Unless otherwise determined by the Board of Managers, common charges shall be payable in installments on the first day of every month in advance.

Section 5-04. Obligation to Pay Common Charges.

All Unit Owners are obligated to pay common charges assessed by the Board of Managers at such times as the Board may determine. No Unit Owner may exempt himself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. In all voluntary conveyances of Units, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover against the grantor any amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the Board of Managers or the Managing Agent setting forth the amount of unpaid assessments. In such event, the grantee shall not be liable for any amount in excess of the amount set forth in such statement. A mortgagee or other purchaser of a Unit at a foreclosure sale shall not be liable for non-payment of any common charges assessed prior to the date of the foreclosure sale and such Unit shall not be subject to a lien for non-payment of such pre-sale charges.

Section 5-05. Foreclosure of Liens for Unpaid Common Charges.

To the extent permitted by law, the Board of Managers shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid common charges assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by law, to any liens for real estate taxes assessed against such Unit and to any sums unpaid on a first mortgage of record thereon.

The Board of Managers shall take prompt action to collect any common charges and special assessments due to the Board of Managers that remain unpaid for more than thirty (30) days after the due date for the payment thereof. In connection therewith, the Board of Managers shall have the right to cause liens for all sums due and owing to the Board of Managers pursuant to the terms of Section 339-2 of the New York Real Property Law, to be filed in the Monroe County Clerk's Office and to cause such liens to be foreclosed all in the manner provided in Section 339-aa of the New York Real Property Law and/or to institute all other proceedings deemed necessary or desirable by

Board of Managers to recover all such unpaid common charges and special assessments, together with all additional sums of money collectible by the Board of Managers by reason of such nonpayment pursuant to the terms hereof. A suit to recover a money judgment for unpaid common charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

In the event that any Unit Owner shall fail to make prompt payment of common charges or special assessments, such Unit Owner shall be obligated to pay each month a "late charge" of two cents for each dollar of such amounts which remain unpaid for more than five (5) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), together with all costs and expenses paid or incurred by the Board of Managers or the Managing Agent in connection with collecting such unpaid common charges or special assessment, and/or in foreclosing the aforementioned lien, including, without limitation, reasonable attorneys' fees and disbursements and court costs all with interest at the rate of one percent (1%) per month (but in no event in excess of the maximum rate permitted by law). The "late charge" shall be imposed for each month that the common charges or special assessments shall remain unpaid for any portion of the month. In addition, if the Board of Managers shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner will be required to pay a reasonable rental for the use of his or her Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such late charges, interest, costs and expenses and rentals shall be added to and shall constitute common charges or special assessments payable by such Unit Owner.

In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid common charges or special assessments, the Board of Managers shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (and to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure sale shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

Section 5-06. Common Surplus.

The Condominium shall not be obligated in any calendar year to spend all sums collected in such year by way of maintenance assessments or otherwise and may carry forward as surplus any balance remaining. The Condominium shall not be obligated to apply any such surplus towards the reduction of the amount of the maintenance assessment in the succeeding year, but may carry forward from year to year such surplus as the Board of Managers, in its absolute discretion, may determine to be desirable for the greater financial security and effectuation of the purposes of the Condominium.

ARTICLE SIX
MAINTENANCE

Section 6-01. Maintenance by the Board of Managers.

Except as set forth below in Section 7-01, the Board of Managers shall be responsible for all maintenance and/or repair and/or replacement to the Common Elements, including, but not limited to, exterior maintenance as discussed in Section 7.01, all roadways, parking areas and driveways on the Property; all snow removal from roadways, parking areas, and driveways on Property; all landscape areas on Property; and all pipes, drainage facilities, wires, conduit and public utility lines for which the utility company or other entities are not responsible. Such costs shall be funded from the Common Charges.

Section 6-02. Quality and Frequency of Maintenance and Repairs.

All maintenance, repair and replacements whether or not performed by the Board of Managers shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and values of the Property. The Board of Managers may establish reasonable schedules and regulations for maintenance repair or replacement which schedules and regulations shall take into account the useful life of any painting or other materials.

ARTICLE SEVEN
EXTERIOR MAINTENANCE

Section 7-01. Exterior Maintenance.

Except as set forth below with respect to the Limited Common Elements, the Board of Managers shall provide exterior maintenance upon each Building. Maintenance shall include painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, patios, fences and other exterior improvements. Such exterior maintenance shall not include glass surfaces or doors,

screens or screen doors, exterior doors or window fixtures. Any maintenance or repair necessitated by the willful or negligent acts of a Unit Owner, his family, guests, or invitees shall be added to and become a part of the assessment to which said Unit Owner is subject. Maintenance of trees, shrubs, walkways, patio blocks, wooden decks, fencing and all other elements comprising a Limited Common Element, as the same is defined in Section 6B(2) of the Declaration, shall be the responsibility of the owner of the Unit immediately adjacent to such Limited Common Element. Should a Unit Owner not maintain such Limited Common Element in a good state of preservation and cleanliness, the Board of Managers shall have the right to enter upon such Limited Common Element and make such repairs or alterations as are necessary to place the Limited Common Element in a good state of preservation and cleanliness and the cost occasioned by such repairs or alterations shall be added to and become part of the assessments levied against the immediately adjacent Unit. The term "a good state of cleanliness and repair" includes, without limitation maintaining the same colors and materials as the original construction unless waived by the Architectural Committee.

Section 7-02. Access for Repairs.

The Board of Managers, its employees, contractors and agents shall, upon reasonable notice to Unit Owners have the right to enter upon any portion of the Unit Owners' property and into and upon any Unit at a reasonable hour to carry on its functions, as provided for in this Article or Article 6, except that in an emergency the Board of Managers shall have the right, without notice, to enter upon any portion of the Property or enter into Unit to make necessary repairs and to prevent damage to Unit or any portion of the Property. Repair of any damage caused from gaining access shall be the expense of the Condominium.

ARTICLE EIGHT
ARCHITECTURAL CONTROL

Section 8-01. Architectural Control.

An architectural committee consisting of three or more representatives shall be appointed by the Board of Managers to establish and enforce the architectural standards for the Condominium. These standards shall be in compliance with this Declaration and the By-Laws of The Woodlands Condominiums and shall include prohibitions against the change or alteration of any Building without the written approval of the architectural committee. The committee shall be obligated to respond within thirty (30) days of receipt of any plan and if the committee fails to approve or disapprove such request within sixty (60) days after receipt of same, this Article will have been deemed to be fully complied with and committee approval will not be

required. This prohibition is established to maintain the harmony of the design and appearance of structures of the Condominium.

Section 8-02. Liability of Architectural Committee.

No action taken by the architectural committee or any member, employee or agent thereon shall entitle any person to rely thereon with respect to conformity with laws, regulations, codes or ordinances or with respect to physical or other conditions of any Unit, Building or other portion of the Property. Neither the Board of Managers nor the architectural committee or any agent thereon shall be liable to anyone submitting plans to them for approval or to any Unit Owner or other person, in connection with the submission of plans or the approval or disapproval thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person submitting plans to the architectural committee agrees by submission of such plans that no action or suit will be brought against the Board of Managers or the architectural committee or any members, subcommittee, employee, or agent thereof in connection with such submission.

ARTICLE NINE
INSURANCE AND CASUALTY DAMAGE

Section 9-01. Insurance to Be Carried.

The Board of Managers shall obtain and maintain, to the extent reasonably obtainable and to the extent determined by the Board of Managers to be appropriate or relevant: (i) fire and casualty insurance on the Buildings, Units and Common Elements, (ii) public liability insurance, (iii) directors and officers' liability insurance, (iv) fidelity insurance, and (v) such other insurance as the Board of Managers shall deem necessary or desirable from time to time. Coverages shall be as follows:

1. Fire and Casualty. Coverage shall be for the agreed upon replacement value of each Building (including Units' garages) including the initially installed wall to wall carpeting, lighting fixtures, bathroom fixtures, built-in appliances, wall coverings and all machinery servicing the buildings and common facilities, excluding the personal property of Unit Owners and occupants, and any improvements or alterations made by present or prior Owners or occupants.

Prior to obtaining any new fire and casualty insurance policy, the Board of Directors shall obtain an appraisal from an insurance company or otherwise for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The proceeds of all policies of physical damage insurance, if \$50,000.00 or less, shall be payable to the Board of Managers, and if \$50,000.00 or more, to an Insurance Trustee (bank, trust company or law firm) selected by the Board of Managers of the Association, such proceeds to be applied for the purpose of repairing, restoring or rebuilding the damaged improvements unless otherwise determined by the Owners pursuant to Section 9.03 of this Declaration. This \$50,000.00 limitation may be raised or lowered from time to time upon approval of not less than two-thirds (2/3) of the entire Board of Managers. All fees and disbursements of the Trustee shall be paid by the Board of Managers and shall be a common expense of the Unit Owners.

The policy shall contain the standard mortgagee clause in favor of the mortgagees of the several Units, which clause shall provide that any loss shall be payable to the mortgagees as their interest shall appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee. The obligation to restore or reconstruct after damage due to fire or other casualty supersedes the customary right of a mortgagee to have the proceeds of insurance coverage applied to the mortgage indebtedness.

Each Unit Owner and such Unit Owner's known mortgagee shall be a named insured on the policy and shall receive, at the time of purchase and at the time a new policy is obtained or an existing policy renewed, a certificate evidencing insurance coverage.

Duplicate originals of the policy and of all renewals of the policy shall be furnished to all known institutional holders of Unit mortgages upon request.

If the Board of Managers decides not to insure the Units or decides to insure the Units in an amount less than that necessary endorsement and employers non-owned automobile.

Until the first meeting of the Board of Managers elected by the Unit Owners, this public liability insurance shall be in a combined single limit of \$1,000,000.00 covering all claims for bodily injury and property damage together with a \$1,000,000.00 excess umbrella policy.

3. Directors' and Officers' Liability. The directors' and officers' liability insurance shall cover the "wrongful" acts of a member of the Board of Managers. This coverage shall provide for funds to be available to defend suits against Managers and to pay any claims which may result. The policy shall be on a "claims made" basis so as to cover all prior members of the Board of Managers. The policy shall not provide for "participation" by the member of the Board of Managers, and shall be in such amount as the Board of Managers shall direct.

4. Fidelity Insurance. The Board of Managers shall maintain blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Condominium, whether or not he or she receives compensation for services. The Board of Managers' bonds shall name the Association of Unit Owners of The Woodlands Condominiums as the obligee and the premiums shall be paid as a common expense by the Unit Owners.

The Managing Agent that handles funds for the Condominium will be covered by its own fidelity bond. The Condominium shall be named as an additional obligee in the Managing Agent's bond.

The fidelity bond shall cover the maximum funds that will be in the custody of the Board of Managers or the Managing Agent at any time while the bond is in force. In addition, the fidelity bond coverage shall at least equal the sum of three (3) months' assessments on all Units, plus the Condominium's reserve funds. Until the first meeting of the Board of Managers elected by the Unit Owners the fidelity insurance shall be in the amount of \$50,000.00.

The insurance shall include a provision that provides for ten (10) days' written notice to the Board of Managers or the Insurance Trustee before the insurance can be cancelled or substantially modified for any reason. This same notice shall also be given to each servicer that services a mortgage on any Unit.

5. Other Insurance. The Board of Managers may also obtain such other insurance as it shall deem necessary or desirable from time to time including additional "umbrella" catastrophe coverage.

6. No Liability for Failure to Obtain Above Coverages. The Board of Managers shall not be liable for failure to obtain any of the coverages required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are available only at demonstrably unreasonable cost.

Section 9-02. Deductible.

The deductible, if any, on any insurance policy purchased by the Board of Managers shall be a common expense; provided, however, that the Board of Managers may assess against any Unit Owner any deductible amount paid by the Board of Managers for a loss caused by the gross negligence or wantonly malicious act of such Unit Owner. The Board of Managers may pay the deductible portion for which such Unit 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 Unit involved, shall constitute a personal obligation of such Unit Owner, and shall be collectible in the same manner as assessments under Article 5 of these By-Laws.

Section 9-03. Restoration or Reconstruction After Fire or Other Casualty.

In the event of damage to or destruction of any Unit or Building insured through insurance obtained by the Board of Managers, as a result of fire or other casualty, the Board of Managers shall arrange for the prompt repair and restoration of the damage to restore the Unit or Building to its original condition and the Board of Managers or the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or restoration in appropriate progress payments. In the event that insurance proceeds are insufficient to pay all the costs of restoring or repairing the property to the same condition as formerly existed, the Board of Managers shall levy a special assessments to make up the deficiencies against all Unit Owners. In the event that insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the Board of Managers for application to the Replacement Reserve Fund.

Section 9.04. Condemnation.

The Board of Managers shall represent, or appoint an agent to represent, the Unit Owners in any condemnation proceeding or in negotiations, settlements or agreements with the condemning authority for the acquisition of the Common Elements, or parts thereof.

Proceeds or awards of settlement shall be payable to the Board of Managers for the use and benefit of Unit Owners and their mortgagees as their interests may appear.

In the event of a loss or of condemnation awards for losses to, or a taking of, Common Elements, distributions shall not be made by the Board of Managers which in any way conflict with the rights of any mortgagee.

ARTICLE TEN
RULES OF CONDUCT

Section 10-01. Rules of Conduct.

Rules and regulations concerning the use of the Property and of individual Units may be promulgated and amended from time to time by the Board of Managers with the approval of a majority of Unit Owners. Copies of all such Rules and

Regulations shall be furnished by the Board of Managers to each Unit Owner prior to their effective date. Initial Rules and Regulations, which shall be effective until amended by the Board of Managers with the approval of a majority of Unit Owners' votes, are annexed hereto and made a part hereof as Exhibit A.

Section 10-02. Title to Units.

Title to Units may be taken in the name of an individual or in the names of two (2) or more individuals, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or a partnership, or in the name of a fiduciary.

Section 10-03. Fines.

The Board of Managers is empowered to set fines to be assessed against Unit Owners for infractions of the terms of the Declaration, By-Laws or Rules and Regulations of The Woodlands Condominiums by the Unit Owner, his family, guests, tenants, employees or invitees. Such fines shall not exceed \$50.00 per infraction and shall be assessed against the Unit and the Unit Owner personally by resolution of a majority of the Board of Managers at a meeting at which a quorum is acting and shall be collectible in the same manner as common charges.

ARTICLE ELEVEN
RECORDS

Section 11-01. Records; Certification by Certified Public Accountants.

The Managing Agent, and/or Board of Managers shall keep detailed records of all actions of such Managing Agent and Board of Managers, as well as minutes of the meetings of the Board of Managers, minutes of the meetings of Unit Owners, and financial records and books of accounts for the Condominium, including a chronological record of all receipts and disbursements. A separate account shall also be kept for each Unit containing, among other things, the amount of each assessment against such Unit, the date when due, amounts paid thereon, and the balance remaining due. The Board of Managers shall also prepare a quarterly written report summarizing receipts and disbursements of the Condominium, copies of which shall be made available to all Unit Owners. Additionally, an annual report of receipts and disbursements of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all Unit Owners and mortgagees requesting the same, promptly after the end of each fiscal year.

Section 11-02. Fiscal Year.

The fiscal year of the Condominium shall commence on January 1st of each year and end on December 31st.

ARTICLE TWELVE
MORTGAGEES

Section 12-01. Provisions Relating to Mortgagees.

Any mortgagee, upon registration with the Board of Managers, is entitled to timely written notification of the following:

A. Any condemnation loss or casualty loss which affects a material portion of the Common Element or the Unit on which there is a mortgage held by such mortgagee;

B. Any delinquency in the payment of assessments or charges owed by a Unit Owner subject to a mortgage held by the mortgagee which remains uncured for a period of sixty (60) days;

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Board of Managers; or

D. Any proposed action which would require the consent of a specified percentage of mortgagees as provided in Section 14-01.

Registration shall be deemed completed when the mortgagee provides the Board of Managers with written notification of the mortgagee's name, mailing address, telephone number, Unit encumbered, amount of mortgage and mortgagor's name. Such information shall be maintained by the Board of Managers in a log entitled, "Mortgages of Units."

Section 12-02. First Mortgagees.

First mortgagees of Units may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements and pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of policy for the Unit encumbered in the absence of a blanket policy therefor maintained by the Board of Managers. Any first mortgagees making such payment shall be owed immediate reimbursement therefor from the Board of Directors.

ARTICLE THIRTEEN
MISCELLANEOUS

Section 13-01. Notices.

All notices required or permitted to be sent to the Board of Managers shall be personally delivered or sent by registered or certified mail in care of the managing agent to the office of the Board of Managers at the Property, or to such other address as the Board of Managers may designate. All notices required or permitted to be sent to any Unit Owner, shall be sent by registered or certified mail to the Owner's Unit in the Condominium or to such other address as such Unit Owner may have designated in writing to the Board of Managers. All notices to Unit mortgagees shall be sent by registered or certified mail to their respective addresses, as maintained in the log entitled, "Mortgages of Units." All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received.

Section 13-02. Invalidity.

If any provision or provisions of these By-Laws is or are declared invalid, such invalidity shall in no way impair or effect in any manner the validity, enforceability, or effect of the remaining provisions of these By-Laws.

Section 13-03. Captions.

The captions 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 13-04. Waiver.

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

Section 13-05. Gender; 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 13-06. References to the Sponsor.

Whenever a reference is made to the Sponsor, such reference shall be deemed to include any corporation, subsidiary or other entity wholly controlled by the Sponsor and designated by it to act in its place and stead concerning any matter pertaining to ownership, leasing or mortgaging of Units, operation of the Condominium Property, or both.

ARTICLE FOURTEEN
AMENDMENTS TO BY-LAWS

Section 14-01. Amendments.

These By-Laws may be modified or amended by the vote of eighty percent (80%) of all Unit Owners' votes cast at a meeting of Unit Owners duly called for such purposes.

In addition, the approval of mortgagees of Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages shall be required to add or amend any material provisions of the By-Laws which establish, provide for, govern or regulate any of the following:

- A. Voting;
- B. Assessments, assessment liens or subordination of such liens;
- C. Reserves for maintenance, repair and replacement of the Common Elements;
- D. Responsibility for maintenance and repair of the several portions of the Condominium;
- E. Reallocation of interests in or rights to use of the General or Limited Common Elements;
- F. Boundaries of any Unit;
- G. Convertibility of Units into Common Elements or of Common Elements into Units;
- H. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- I. Insurance or Fidelity Bonds;
- J. Leasing of Units;

K. Imposition of any rights of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit;

L. A decision by the Board of Managers to establish self-management when professional management had been required previously by a mortgage holder;

M. Restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified herein;

N. Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs (termination of the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Property requires the approval of mortgagees of Units which have at least sixty-seven percent (67%) of the votes of Units subject to mortgages);

O. Any provisions which are for the express benefit of mortgage holders, insurers or guarantors.

Section 14-02. Amendments Affecting Sponsor.

Notwithstanding any provision contained herein to the contrary, no amendment to these By-Laws shall be effective in any way against the Sponsor, until two (2) years shall have elapsed from the date of conveyance of the first Unit or until 120 days after fifty percent (50%) of the Units have been sold by Sponsor and paid for, whichever shall first occur unless the Sponsor consents in writing to the amendment.

ARTICLE FIFTEEN
CONFLICTS

Section 15-01. Conflicts.

In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE SIXTEEN
DEFINITIONS

Section 16-01. Definitions.

The words, phrases or terms used in these By-Laws shall have the same meanings as those words, phrases or terms set forth and defined in the Declaration.

EXHIBIT A OF THE BY-LAWS
RULES AND REGULATIONS OF
THE WOODLANDS CONDOMINIUMS

1. Each Unit Owner shall keep his Unit, together with any Limited Common Element described in Section 6B(2) of the Declaration, in a good state of preservation and cleanliness. He shall not allow anything whatever to fall from the windows or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance upon the grounds. Refuse shall be placed in containers in such manner and at such times and places as the Board of Managers or its agent may direct.

2. The sidewalk and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units.

3. Supplies, goods, and packages of every kind are to be delivered in such manner as the Board of Managers or its agent may prescribe and the Board of Managers 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.

4. Unit Owners shall not cause or permit any disturbing noises or objectionable odors to be produced or to emanate from their Unit.

5. Unit Owners shall not permit or keep upon their lots any inflammable, combustible or explosive material, chemicals or other dangerous substances.

6. Water closets and other water apparatus in each Unit 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 to the sanitary sewer system or water system resulting from misuse of any water closets or other apparatus in a unit shall be repaired and paid for by the Unit Owner.

7. 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 Unit or Building, hung from windows or placed in windowsills.

8. No awnings, aerials, machines or other projections shall be attached to the outside walls of the Building, and no blinds, shades or screens shall be attached to, hung or used on the exterior of any window or door of the Unit.

9. No Unit Owner or licensee shall install external television antennas or radio antennas.

10. In the event that vermin, insects or other pests are discovered, the Board of Managers or its designee may take such measures as it deems necessary to control or exterminate same.

11. Unit Owners shall not permit or suffer anything to be done or kept in their Units which would increase the rate of fire insurance thereon or on the Condominium as a whole.

12. 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 the other Unit Owners or occupants.

13. No "FOR SALE" signs or other window displays or advertising are permitted on any part of the property, except with the written approval of the Board of Managers. The right is reserved by the Sponsor and the Board of Managers to place "FOR SALE" signs on any unsold or any unoccupied Units, or elsewhere on the Property to promote sales of Units.

14. No Unit Owner shall alter, impair or otherwise affect the Common Elements without the prior written consent of the Board of Managers.

15. The storage of boats, trailers, mobile homes and the like outside of a garage is prohibited without the prior written consent of the Board of Managers.

16. Complaints regarding service or operation of the management shall be made in writing to the Board of Managers or to the managing agent.

17. Hanging, cleaning, or beating garments, rugs or the like from or on the windows, porches, or facades of the Units, or other areas of a similar nature is prohibited.

18. Throwing garbage or trash outside disposal installations provided for such purposes is prohibited.

19. All damage to common elements shall be the responsibility of, and shall be paid for by, the Unit Owner or person responsible for such damage.

20. Units shall be occupied and used by their respective Unit Owners only as private dwellings for such Unit Owners, their families, tenants, and social guests, and for no other purpose whatsoever.

22. Water shall not be kept running for an unreasonable and unnecessary length of time.

23. Each Unit Owner shall provide the manager or managing agent with such key or keys as are necessary to gain access to his Unit, and any Unit Owner altering a lock or installing a new lock on any door providing access to his Unit shall provide a key or keys to such new altered lock to the manager or managing agent.

24. Unit Owners, their families, guests, tenants and employees will abide by the following parking and traffic regulations:

A. Horns are to be used only when necessary for the safe operation of vehicles.

B. Unit Owners shall not park, nor shall they permit their families, guests, or tenants to park in such manner as to prevent ready access to the parking spaces by other Unit Owners. Improperly parked vehicles are subject to removal at their owners' expense.

C. Unit Owners, their families, guests, tenants, and employees shall abide by such traffic and parking regulations as may be posted in the parking area and on the driveways of the Units.

25. Unit Owners shall be permitted to keep two (2) dogs or two (2) cats, or one (1) dog and one (1) cat only if such animals do not disturb or annoy other residents. Unit Owners keeping domestic animals shall abide by municipal sanitary regulations and shall be responsible for any inconvenience or damage caused by such animals. Dogs must be kept on a leash at all times.

26. The Units shall be used for residences only, except that they may be used as professional offices by a resident thereof provided such professional use does not violate zoning regulations and provided further that the prior consent of the Board of Managers to such professional use is obtained, and except that Sponsor (or its designee) may retain ownership of one or more Units for use as living quarters for on-site maintenance personnel, or for use as models, sales and/or production offices until such time as all the Units in this Condominium have been sold and conveyed to Purchasers thereof.

27. Except to the extent permitted or otherwise expressly authorized herein or in the By-Laws, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale,"

"For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Sponsor (or its designee) and the Board of Managers, or its agent, to place, "For Sale," "For Rent" or "For Lease" signs on any unsold units.

28. 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.

29. 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.

30. These regulations shall be posted at all times at the office of the Board of Managers, and a copy thereof shall be furnished to each Unit Owner.

THE BOARD OF MANAGERS RESERVES THE RIGHT, SUBJECT TO APPROVAL BY UNIT OWNERS, TO AMEND, REPEAL, OR ADD TO THESE RULES AND REGULATIONS FROM TIME TO TIME AS MAY BE DEEMED NECESSARY FOR THE SAFE AND EFFICIENT MAINTENANCE OF THE CONDOMINIUMS AND FOR THE COMFORT AND CONVENIENCE OF THE OCCUPANTS THEREOF.

THIS IS NOT
A BILL

0 0 0 0 8 0 2 4 3 9 5
COUNTY OF MONROE
COUNTY CLERK'S RECORDING PAGE

THIS IS YOUR
RECEIPT

RETURN TO:

BX 170

INDEX DEED
BOOK 8024 PAGE 395
NO. PAGES 6
INSTRUMENT AMENDMENT OF DEC

DR FINCH, WESLEY
EE TOME TOWN PARTNERSHIP
DR TFG-VII ASSOCIATES
DR HOMETOWN PARTNERSHIP

MORTGAGE TAX

FILING FEE 10.00
6 PAGE FEE 18.00
TRANSFER FEE .00
AFFIDAVIT FEE .00
CAP GAINS FEE .00
MISC FEE .00

TOTAL 28.00

SERIAL # _____
CITY/TOWN _____
S.M.A. _____
TRANS. AUTH. _____
TOTAL _____

.00+ CSH: .00 CHK: 28.00
CASHIER: HOOKER, BETTY

PAID AT RECORDING

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

RECORDED ON 11/14/90 AT 11:39:00
BOOK 8024 PAGE 395 OF DEED

✓
PATRICIA L. McCARTHY
MONROE COUNTY CLERK

TRANSFER TAX

TRANSFER TAX _____
AMOUNT .00

PAID AT RECORDING

BY 170

0 0 0 0 8 0 2 4 3 9 6

AMENDMENT TO
DECLARATION OF CONDOMINIUM
TO CORRECT EXHIBIT B

Establishing a condominium for Premises located at Owens Road, Town of Sweden, Monroe County, New York pursuant to Article 9-B of the Real Property Law of the State of New York.

Name of Condominium: The Woodlands Condominiums

Sponsor: Hometown Partnership
132 Hometown Drive
Brockport, New York

Date of Declaration: September 14, 1989

Floor Plans filed in Civil Actions File Number: 7382/89

Record and Return to: Phillips, Lytle, Hitchcock,
Blaine & Huber
1400 First Federal Plaza
Rochester, New York 14614

Attention: Box 170
Albert M. Mercury, Esq.

This Correction of Exhibit B is being recorded for the purpose of correcting the block number of each of the Tax Account Numbers.

This Declaration was originally recorded in the Office of the Clerk of the County of Monroe on September 18, 1989 in Letter 7732 of Deeds, page 48.

HOMETOWN PARTNERSHIP

BY: TFG-VII ASSOCIATES, GENERAL PARTNER

By: [Signature], General Partner

RECORDED
SEP 18 1989
MONROE COUNTY

RECORDED

✓

0 0 0 0 8 0 2 4 3 9 7

- 2 -

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.:

On the 18 day of Sept, 1990 before me
came Wesley Finch, to me known, who, being by me duly sworn,
did depose and say that he resides at Wayland, Mass.;
that he is a general partner of TFG-VII Associates, the
partnership described in and which executed the above instrument;
which is itself a General Partner of HOMETOWN PARTNERSHIP; and
that he signed his name thereto as the act and deed of said
partnership.

Catherine F. Stauber
Notary Public

comm. expires 5/16/97

0 0 0 0 8 0 2 4 3 9 8

EXHIBIT B
TO DECLARATION

| <u>Unit</u> | <u>Tax Account Number</u> | <u>Square Footage</u> | <u>% Common Interest</u> |
|-------------|-------------------------------|---------------------------|------------------------------|
| 1 | 084.010-03-023.001 | 699 | .0034 |
| 2 | 084.010-03-023.002 | 699 | .0034 |
| 3 | laundry | | |
| 4 | 084.010-03-023.004 | 699 | .0034 |
| 5 | 084.010-03-023.005 | 699 | .0034 |
| 6 | 084.010-03-023.006 | 699 | .0034 |
| 7 | 084.010-03-023.007 | 699 | .0034 |
| 8 | 084.010-03-023.008 | 699 | .0034 |
| 9 | 084.010-03-023.009 | 699 | .0034 |
| 10 | 084.010-03-023.010 | 699 | .0034 |
| 11 | 084.010-03-023.011 | 699 | .0034 |
| 12 | 084.010-03-023.012 | 699 | .0034 |
| 13 | 084.010-03-018.013 | 1507 | .0076 |
| 14 | 084.010-03-018.014 | 1410 | .0071 |
| 15 | 084.010-03-018.015 | 1410 | .0071 |
| 16 | 084.010-03-018.016 | 1410 | .0071 |
| 17 | 084.010-03-018.017 | 1410 | .0076 |
| 18 | 084.010-03-018.018 | 1507 | .0076 |
| 19 | 084.010-03-024.019 | 1507 | .0076 |
| 20 | 084.010-03-024.020 | 1410 | .0071 |
| 21 | 084.010-03-024.021 | 1410 | .0071 |
| 22 | 084.010-03-024.022 | 1410 | .0071 |
| 23 | 084.010-03-024.023 | 1410 | .0071 |
| 24 | 084.010-03-024.024 | 1507 | .0076 |
| 25 | 084.010-03-019.025 | 1507 | .0076 |
| 26 | 084.010-03-019.026 | 1410 | .0071 |
| 27 | 084.010-03-019.027 | 1410 | .0071 |
| 28 | 084.010-03-019.028 | 1410 | .0071 |
| 29 | 084.010-03-019.029 | 1410 | .0071 |
| 30 | 084.010-03-019.030 | 1507 | .0076 |
| 31 | 084.010-03-020.031 | 1507 | .0076 |
| 32 | 084.010-03-020.032 | 1410 | .0071 |
| 33 | 084.010-03-020.033 | 1410 | .0071 |
| 34 | 084.010-03-020.034 | 1410 | .0071 |
| 35 | 084.010-03-020.035 | 1410 | .0071 |
| 36 | 084.010-03-020.036 | 1507 | .0076 |
| 37 | 084.010-03-021.037 | 782 | .0039 |
| 38 | 084.010-03-021.038 | 782 | .0039 |
| 39 | 084.010-03-021.039 | 782 | .0039 |
| 40 | 084.010-03-021.040 | 782 | .0039 |

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| | | | |
|----|--------------------|------|-------|
| 41 | 084.010-03-021.041 | 782 | .0039 |
| 42 | 084.010-03-021.042 | 782 | .0039 |
| 43 | 084.010-03-021.043 | 782 | .0039 |
| 44 | 084.010-03-021.044 | 782 | .0039 |
| 45 | 084.010-03-022.045 | 782 | .0039 |
| 46 | 084.010-03-022.046 | 782 | .0039 |
| 47 | 084.010-03-022.047 | 782 | .0039 |
| 48 | 084.010-03-022.048 | 782 | .0039 |
| 49 | 084.010-03-022.049 | 782 | .0039 |
| 50 | 084.010-03-022.050 | 782 | .0039 |
| 51 | 084.010-03-022.051 | 782 | .0039 |
| 52 | 084.010-03-022.052 | 782 | .0039 |
| 53 | 084.010-03-015.053 | 1608 | .0080 |
| 54 | 084.010-03-015.054 | 1400 | .0069 |
| 55 | 084.010-03-015.055 | 1400 | .0069 |
| 56 | 084.010-03-015.056 | 1400 | .0069 |
| 57 | 084.010-03-015.057 | 1400 | .0069 |
| 58 | 084.010-03-015.058 | 1400 | .0069 |
| 59 | 084.010-03-015.059 | 1400 | .0069 |
| 60 | 084.010-03-015.060 | 1608 | .0080 |
| 61 | 084.010-03-017.061 | 1608 | .0080 |
| 62 | 084.010-03-017.062 | 1400 | .0069 |
| 63 | 084.010-03-017.063 | 1400 | .0069 |
| 64 | 084.010-03-017.064 | 1400 | .0069 |
| 65 | 084.010-03-017.065 | 1400 | .0069 |
| 66 | 084.010-03-017.066 | 1608 | .0080 |
| 67 | 084.010-03-016.067 | 1608 | .0080 |
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| 70 | 084.010-03-016.070 | 1400 | .0069 |
| 71 | 084.010-03-016.071 | 1400 | .0069 |
| 72 | 084.010-03-016.072 | 1400 | .0069 |
| 73 | 084.010-03-016.073 | 1400 | .0069 |
| 74 | 084.010-03-016.074 | 1608 | .0080 |
| 75 | 084.010-03-014.075 | 1400 | .0069 |
| 76 | 084.010-03-014.076 | 1400 | .0069 |
| 77 | 084.010-03-014.077 | 1400 | .0069 |
| 78 | 084.010-03-014.078 | 1400 | .0069 |
| 79 | 084.010-03-014.079 | 1400 | .0069 |
| 80 | 084.010-03-014.080 | 1400 | .0069 |
| 81 | 084.010-03-014.081 | 1400 | .0069 |
| 82 | 084.010-03-014.082 | 1400 | .0069 |
| 83 | 084.010-03-013.083 | 1400 | .0069 |
| 84 | 084.010-03-013.084 | 1400 | .0069 |
| 85 | 084.010-03-013.085 | 1400 | .0069 |
| 86 | 084.010-03-013.086 | 1400 | .0069 |
| 87 | 084.010-03-013.087 | 1400 | .0069 |
| 88 | 084.010-03-013.088 | 1400 | .0069 |
| 89 | 084.010-03-013.089 | 1400 | .0069 |
| 90 | 084.010-03-013.090 | 1400 | .0069 |

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| | | | |
|-----|--------------------|------|-------|
| 91 | 084.010-03-012.091 | 1400 | .0069 |
| 92 | 084.010-03-012.092 | 1400 | .0069 |
| 93 | 084.010-03-012.093 | 1400 | .0069 |
| 94 | 084.010-03-012.094 | 1400 | .0069 |
| 95 | 084.010-03-012.095 | 1400 | .0069 |
| 96 | 084.010-03-012.096 | 1400 | .0069 |
| 97 | 084.010-03-004.097 | 1608 | .0080 |
| 98 | 084.010-03-004.098 | 1608 | .0080 |
| 99 | 084.010-03-004.099 | 1608 | .0080 |
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| 101 | 084.010-03-004.101 | 1608 | .0080 |
| 102 | 084.010-03-004.102 | 1608 | .0080 |
| 103 | 084.010-03-004.103 | 1608 | .0080 |
| 104 | 084.010-03-004.104 | 1608 | .0080 |
| 105 | 084.010-03-003.105 | 1400 | .0069 |
| 106 | 084.010-03-003.106 | 1400 | .0069 |
| 107 | 084.010-03-003.107 | 1400 | .0069 |
| 108 | 084.010-03-003.108 | 1400 | .0069 |
| 109 | 084.010-03-003.109 | 1400 | .0069 |
| 110 | 084.010-03-003.110 | 1400 | .0069 |
| 111 | 084.010-03-003.111 | 1400 | .0069 |
| 112 | 084.010-03-003.112 | 1400 | .0069 |
| 113 | 084.010-03-002.113 | 1400 | .0069 |
| 114 | 084.010-03-002.114 | 1400 | .0069 |
| 115 | 084.010-03-002.115 | 1400 | .0069 |
| 116 | 084.010-03-002.116 | 1400 | .0069 |
| 117 | 084.010-03-002.117 | 1400 | .0069 |
| 118 | 084.010-03-002.118 | 1400 | .0069 |
| 119 | 084.010-03-002.119 | 1400 | .0069 |
| 120 | 084.010-03-002.120 | 1400 | .0069 |
| 121 | 084.010-03-002.121 | 1400 | .0069 |
| 122 | 084.010-03-002.122 | 1400 | .0069 |
| 123 | 084.010-03-002.123 | 1400 | .0069 |
| 124 | 084.010-03-002.124 | 1400 | .0069 |
| 125 | 084.010-03-011.125 | 1608 | .0080 |
| 126 | 084.010-03-011.126 | 1608 | .0080 |
| 127 | 084.010-03-011.127 | 1608 | .0080 |
| 128 | 084.010-03-011.128 | 1608 | .0080 |
| 129 | 084.010-03-011.129 | 1608 | .0080 |
| 130 | 084.010-03-011.130 | 1608 | .0080 |
| 131 | 084.010-03-001.131 | 1400 | .0069 |
| 132 | 084.010-03-001.132 | 1400 | .0069 |
| 133 | 084.010-03-001.133 | 1400 | .0069 |
| 134 | 084.010-03-001.134 | 1400 | .0069 |
| 135 | 084.010-03-001.135 | 1400 | .0069 |
| 136 | 084.010-03-001.136 | 1400 | .0069 |
| 137 | 084.010-03-001.137 | 1400 | .0069 |
| 138 | 084.010-03-001.138 | 1400 | .0069 |
| 139 | 084.010-03-001.139 | 1400 | .0069 |
| 140 | 084.010-03-001.140 | 1400 | .0069 |

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| | | | |
|-----|--------------------|-------------|--------------|
| 141 | 084.010-03-001.141 | 1400 | .0069 |
| 142 | 084.010-03-001.142 | 1400 | .0069 |
| 143 | 084.010-03-005.143 | 1400 | .0069 |
| 144 | 084.010-03-005.144 | 1400 | .0069 |
| 145 | 084.010-03-005.145 | 1400 | .0069 |
| 146 | 084.010-03-005.146 | 1400 | .0069 |
| 147 | 084.010-03-005.147 | 1400 | .0069 |
| 148 | 084.010-03-005.148 | 1400 | .0069 |
| 149 | 084.010-03-006.149 | 1400 | .0069 |
| 150 | 084.010-03-006.150 | 1400 | .0069 |
| 151 | 084.010-03-006.151 | 1400 | .0069 |
| 152 | 084.010-03-006.152 | 1400 | .0069 |
| 153 | 084.010-03-006.153 | 1400 | .0069 |
| 154 | 084.010-03-006.154 | <u>1400</u> | <u>.0069</u> |

201,777

1.0000

Each Unit Owner has the exclusive right to use the mailbox which is assigned to him.

Physical location and areas of Units may be determined by referring to the location maps and floor plans filed in the Monroe County Clerk's Office in Civil Action File Number 7382/89.

MONROE CO
CLERK'S OFFICE

90 NOV 14 AM 11 38

RECORDED

THIS IS NOT
A BILL

THIS IS YOUR
RECEIPT

MONROE COUNTY CLERK'S OFFICE
COUNTY CLERK'S RECORDING PAGE

Return To:

BOX 170

Index DEEDS

Book 08639 Page 0355

No. Pages 0003

Instrument AMEND TO DECLAR

WOODLANDS CONDOMINIUMS

WOODLANDS CONDOMINIUMS

| | |
|------------|------|
| FILE FEE S | 4.75 |
| FILE FEE C | 5.25 |
| REC FEE | 9.00 |
| | .00 |
| | .00 |
| | .00 |
| | .00 |
| | .00 |
| | .00 |
| | .00 |

Total: \$ 19.00

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

Recorded on 8/08/1995 at 4:49:00

Book 08639 Page 0355 of DEEDS

Margaret R. DeFrancisco
County Clerk

MORTGAGE TAX

| | | |
|--------------|----|-----|
| Serial # | | |
| City/Town | \$ | .00 |
| S.M.A. | \$ | .00 |
| Trans. Auth. | \$ | .00 |
| Total | \$ | .00 |

TRANSFER TAX

Transfer Tax \$.00

Amount \$.00

Transfer Tax # TT0000000558

DID
M

AMENDMENT TO THE BY-LAWS
THE WOODLANDS CONDOMINIUMS

Date: March 2, _____, 1995

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

RECORD AND RETURN TO:

PHILLIPS, LYTLE, HITCHCOCK,
BLAINE & HUBER
1400 First Federal Plaza
Rochester, New York 14614
Attn: Karen A. DiNardo, Esq.
Box 170

1995 AUG - 8, P 4: 49
MONROE CO.
CLERK'S OFFICE

RECORDED

AMENDMENT TO THE BY-LAWS
THE WOODLANDS CONDOMINIUMS

The Amendments set forth below is made to the By-Laws of The Woodlands Condominiums which is attached as an exhibit to the Declaration of The Woodlands Condominiums, recorded in the Monroe County Clerk's Office on September 18, 1989 in Liber 7732 of Deeds, page 48.

A majority of over eighty percent (80%) of the Unit Owners present in person or by proxy, demonstrated their approval by voting at a meeting of Unit Owners held at United Methodist Church, Brockport, New York, on December 8, 1994 at 7:00 p.m. to amend the By-Laws of The Woodlands Condominiums so as to add the following paragraph to the end of Article Seven, Section 7-01:

Except that in the event improvements are removed or altered by Rochester Gas and Electric Corporation then the obligation to restore such improvements will be as stated in the easement granted by Hometown Partnership to Rochester Gas and Electric Corporation, dated April 20, 1990 and recorded May 14, 1990 in Liber 7902 of Deeds, page 341.

This instrument is prepared and recorded to make the above amendment to the By-Laws effective as provided in Article Fourteen of the By-Laws.

IN WITNESS WHEREOF, this Amendment to the By-Laws have been executed the 2nd day of March, 1995.

The Woodlands Condominiums

By: David Booth
David Booth

On this 2nd day of March, 1995 before me the subscriber, personally appeared David Booth, to me known, and being duly sworn, did depose and say he resides at 94 Woodlands Way, Brockport NY 14420, that he is the President of The Woodlands Condominiums, the Condominium described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said Association.

Karen Albright O'Loughlin
Notary Public

KAREN ALBRIGHT O'LOUGHLIN
NOTARY PUBLIC, State of N.Y., Ontario Co.
My Commission Expires Aug. 31, 1995

MONROE COUNTY CLERK'S OFFICE
 County Clerk's Recording Page

Return To:

BOX 57 1/2

Index DEEDS

Book 08782 Page 0311

No. Pages 0002

Instrument BY-LAWS

Date : 9/06/1996

Time : 3:53:00

Control # 199609060786

WOODLANDS CONDOMINIUMS

WOODLANDS CONDOMINIUMS

Employee ID AM

MORTGAGE TAX

| | | | | | |
|------------|----|-------|--------------------|----|-----|
| FILE FEE S | \$ | 4.75 | AMOUNT | \$ | .00 |
| FILE FEE C | \$ | 5.25 | BASIC MTG TAX | \$ | .00 |
| REC FEE | \$ | 6.00 | SPEC ADDIT MTG TAX | \$ | .00 |
| | \$ | .00 | ADDITIONAL MTG TAX | \$ | .00 |
| | \$ | .00 | Total | \$ | .00 |
| | \$ | .00 | | | |
| | \$ | .00 | | | |
| | \$ | .00 | | | |
| | \$ | .00 | | | |
| | \$ | .00 | | | |
| Total: | \$ | 16.00 | | | |

TRANSFER TAX

| | | |
|--------------|----|-----|
| AMOUNT | \$ | .00 |
| Transfer Tax | \$ | .00 |

STATE OF NEW YORK
 MONROE COUNTY CLERK'S OFFICE

**WARNING - THIS SHEET CONSTITUTES THE CLERKS
 ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
 SECTION 319 OF THE REAL PROPERTY LAW OF THE
 STATE OF NEW YORK. DO NOT DETACH**

Margaret R. DeFrancisco
 County Clerk



D087820311

AMENDMENT TO THE BY-LAWS
THE WOODLANDS CONDOMINIUMS

The Amendment set forth below is made to the By-Laws of Woodlands Condominiums which is attached to the Declaration of the Woodlands Condominiums, recorded in the Monroe County Clerk's Office on September 18, 1989 at Liber 7732 of Deeds, page 48.

A majority of over eighty percent (80%) the Unit Owners present in person or by proxy, demonstrated their approval by voting at a meeting of Unit Owners held at Brockport, New York, on December 7, 1995 at 7:00 p.m. to amend the By-Laws of the Woodlands Condominiums so as to replace the paragraph 15 of Exhibit A, the Rules and Regulations of the Woodlands Condominiums, with the following paragraph:

The storage of boats, trailers, mobile homes, recreational vehicles, vehicles over twenty-feet (20') in length and the like outside of a garage is prohibited without the prior written consent of the Board of Managers.

This instrument is prepared and recorded to make the above amendment to the By-Laws effective as provided in Article Fourteen of the By-Laws.

IN WITNESS WHEREOF, this Amendment to the By-Laws has been executed the 14th day of March, 1996.

THE WOODLANDS CONDOMINIUMS

By: David Booth
David Booth

MONROE COUNTY CLERK
96 SEP - 6 PM 3:53

RECORDED

On this 14th day of March, 1996 before me the subscriber, personally appeared David Booth, to me known, and being duly sworn, did depose and say he resides at 94 Woodlands Way, Brockport NY 14420, that he is the President of The Woodlands Condominiums, the Condominium described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said association.

Karen Albright O'Loughlin
Notary Public

Box 57 1/2

MONROE COUNTY CLERK'S OFFICE
County Clerk's Recording Page

Return To:

Index DEEDS
Book 08805 Page 0059
No. Pages 0002
Instrument BY-LAWS
Date : 11/07/1996
Time : 10:51:00
Control # 199611070315

WOODLANDS CONDOMINIUMS
WOODLANDS CONDOMINIUMS

Employee ID CN

MORTGAGE TAX

| | | | | | |
|------------|----|-------|--------------------|----|-----|
| FILE FEE S | \$ | 4.75 | AMOUNT | \$ | .00 |
| FILE FEE C | \$ | 5.25 | BASIC MTG TAX | \$ | .00 |
| REC FEE | \$ | 6.00 | SPEC ADDIT MTG TAX | \$ | .00 |
| | \$ | .00 | ADDITIONAL MTG TAX | \$ | .00 |
| | \$ | .00 | Total | \$ | .00 |
| | \$ | .00 | | | |
| | \$ | .00 | | | |
| | \$ | .00 | | | |
| | \$ | .00 | | | |
| | \$ | .00 | | | |
| Total: | \$ | 16.00 | | | |

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

TRANSFER TAX

| | | | |
|---|--------------|----|-----|
| WARNING - THIS SHEET CONSTITUTES THE CLERKS ENDORSEMENT, REQUIRED BY SECTION 316-a(5) & SECTION 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH | AMOUNT | \$ | .00 |
| | Transfer Tax | \$ | .00 |

Margaret R. DeFrancisco
County Clerk



D088050059

D34

AMENDMENT TO THE BY-LAWS
THE WOODLANDS CONDOMINIUMS

1996 NOV -7 A 10:51

The Amendment set forth below is made to the By-Laws of Woodlands Condominiums which is attached to the Declaration of the Woodlands Condominiums, recorded in the Monroe County Clerk's Office on September 18, 1989 at Liber 7732 of Deeds, page 48.

A majority of over eighty percent (80%) the Unit Owners present in person or by proxy, demonstrated their approval by voting at a meeting of Unit Owners held at Grookport, New York, on December 7, 1995 at 7:00 p.m. to amend the By-Laws of the Woodlands Condominiums so as to replace the paragraph 15 of Exhibit A, the Rules and Regulations of the Woodlands Condominiums, with the following paragraph:

The storage of boats, trailers, mobile homes, recreational vehicles, vehicles over twenty-foot (20') in length and the like outside of a garage is prohibited without the prior written consent of the Board of Managers.

This instrument is prepared and recorded to make the above amendment to the By-Laws effective as provided in Article Fourteen of the By-Laws.

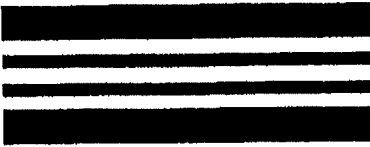
IN WITNESS WHEREOF, this Amendment to the By-Laws has been executed the 11th day of January, 1996.

THE WOODLANDS CONDOMINIUMS

By: David Booth President
David Booth

On this 11th day of January, 1996 before me the subscriber, personally appeared David Booth, to me known, and being duly sworn, did depose and say he resides at 44 Woodlands, West, Grookport, N.Y., that he is the President of The Woodlands Condominiums, the Condominium described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said association.

Karen A. O'Loughlin
Notary Public



MONROE COUNTY CLERK'S OFFICE
 County Clerk's Recording Page

Return To:

Index DEEDS
 Book 09095 Page 0173
 No. Pages 0005
 Instrument BY-LAWS
 Date : 12/03/1998
 Time : 11:12:00
 Control # 199812030331

HOMETOWN PARTNERSHIP

TFG-VII ASSOCIATES

HOULDING
 RICHARD N
 HOMETOWN PARTNERSHIP

Employee ID LB

MORTGAGE TAX

| | | |
|------------|----|-------|
| FILE FEE S | \$ | 4.75 |
| FILE FEE C | \$ | 5.25 |
| REC FEE | \$ | 15.00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| Total: | \$ | 25.00 |

| | | |
|--------------------|----|-----|
| 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.

| | | |
|--------------|----|-----|
| TRANSFER AMT | \$ | .00 |
| TRANSFER TAX | \$ | .00 |

Maggie Brooks, County Clerk



D090950173

SEP 23 AM 11:12

CLERK

**AMENDMENT TO THE BY-LAWS
THE WOODLANDS CONDOMINIUMS**

Date: September 21, 1998

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

RECORD AND RETURN TO:

**PHILLIPS, LYTLE, HITCHCOCK,
BLAINE & HUBER LLP
1400 First Federal Plaza
Rochester, New York 14614
Attn: James O. Bourdeau, Esq.
Box 170**

**AMENDMENT TO THE BY-LAWS
THE WOODLANDS CONDOMINIUMS**

The Amendment set forth below is made to the By-Laws of Woodlands Condominiums which is attached to the Declaration of the Woodlands Condominiums, recorded in the Monroe County Clerk's Office on September 18, 1989 at Liber 7732 of Deeds, page 48.

A majority of over eighty percent (80%) the Unit Owners present in person or by proxy, demonstrated their approval by voting at a meeting of Unit Owners held at Brockport, New York, on September 21, 1998 at 7:00 p.m. to amend the By-Laws of the Woodlands Condominiums so as to add to paragraph 24 of Exhibit A, the Rules and Regulations of the Woodlands Condominiums, with the following paragraphs:

D. Automobiles/Passenger Trucks

1. Vehicles must have a current registration posted on the windshield, and plates installed and visible on the vehicle.
2. Vehicles must not be parked in the same spot for longer than 5 days at a time.
3. Vehicles must be free of fluids leaking onto the pavement.
4. Vehicles are to be parked in designated areas only.

E. Commercial Vehicles

1. Except for maintenance of the property, non-passenger commercial vehicles are not permitted at the property.

F. Recreational Vehicles/Equipment

1. Recreational vehicles and/or equipment are permitted at the property *only* with a previous written variance from the Board of Managers.
2. The fee for storage of vehicles and/or equipment is \$5 per month, payable in full, up front, before the variance will be issued (i.e. to store a boat on site from December 1, 1998 - April 30, 1999, a fee of \$25 must be paid to the Association before the variance is approved and sticker provided.)
3. Approved vehicles are to be parked only at the lot at the far North of the property, in areas so designated. The vehicle must bear the approved variance sticker on the vehicle (sticker will be supplied to vehicle owner with approved variance.)
4. Vehicles and/or equipment are stored at the risk of the owner, and the owner agrees to hold the Woodlands Condominiums and their Management Agent harmless from all claims of damage or destruction resultant from storage at the property.

G. General Conditions

1. Exceptions to any of the above require a written variance from the Board of Managers.

2. All residents and their guests are to use caution when entering, leaving, or remaining at the property.
3. Extensive repairs on vehicles/equipment are prohibited at the property.
4. Parking is allowed in designated areas only. Vehicles shall not block entrances/exits, sidewalks, stairs, drives, fire lanes, dumpsters, or other vehicles illegally parked.
5. The washing of vehicles is not permitted on-site.
6. Vehicles must be maintained in good repair (i.e. no broken windows, flat tires, etc.)
7. With reasonable cause, the Board of Managers reserves the right to deny application for a variance, and/or to rescind a variance previously granted.

H. **Violations**

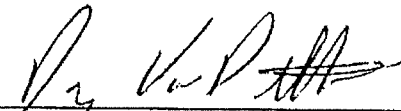
Violations of any of the above shall incur the following:

1. Written notice placed on the offending vehicle, with copy mailed to responsible resident, if possible.
2. If not resolved within 3 days, second notice with \$25 fine applied to responsible unit owner.
3. If not resolved within an additional 5 days, third notice with additional \$50 fine to responsible unit owner.
4. If not resolved within an additional 6 days (two weeks total since infraction,) vehicle shall be towed from the property and stored at vehicle owner's expense. If when towing contractor arrives, vehicle has been removed, vehicle owner shall be responsible for additional \$25 trip charge.
5. Fines by the Board of Managers are treated as additional assessments. Failure to pay fines when issued shall incur additional late fees and penalties as allowed in the Association By-Laws.

This instrument is prepared and recorded to make the above amendment to the By-Laws effective as provided in Article Fourteen of the By-Laws.

IN WITNESS WHEREOF, this Amendment to the By-Laws has been executed the 30th day of November, 1998.

THE WOODLANDS CONDOMINIUMS

By: 

Doug Vardetta, President

STATE OF NEW YORK)
COUNTY OF MONROE)

ss.:

On this 30 day of November, 1998 before me the subscriber, personally appeared Doug Vandetta, to me known, and being duly sworn, did depose and say he resides at 11 TRACY TERRACE - BRICKHURST NY 14420, that he is the President of The Woodlands Condominiums, the Condominium described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said association.

Marcia K. Szczepanski
Notary Public

MARCIA K. SZCZEPANSKI
Notary Public, State of New York
Monroe County
My Commission Expires
February 28, 2000