

**AMENDED AND RESTATED BY-LAWS
OF
TOBEY WOODS CONDOMINIUM**

ARTICLE I – IDENTITY

- A. The Condominium. These are the By-Laws of Tobey Woods Condominium, originally annexed as Schedule O to the Declaration of Condominium, and recorded in the Monroe County Clerk's Office on November 1, 1974, in Liber 1749 of Deeds, at Page 84.
- B. Government. These By-Laws provide the method by which Tobey Woods Condominium (herein the "Condominium"), a condominium in the Town of Pittsford, Monroe County, New York, organized under The Condominium Act, shall be governed.
- C. Office. The office of the Condominium shall be at the unit of the then current President, but in all events, on the premises of the Condominium.
- D. Fiscal Year. The fiscal year of the Condominium shall be the calendar year.

ARTICLE II - BOARD OF MANAGERS

- A. Membership and Election. The Condominium shall be governed by a Board of Managers consisting of not less than five nor more than seven persons elected by a plurality of the votes cast in person or by proxy at the Annual Meeting of Unit Owners at which meeting each Unit will have one (1) vote regardless of whether the Unit is owned by more than one person. If more than one person or a corporation holds title to a Unit, then one person shall be designated, in writing, as representative for the Unit by the respective owners or corporation.
- B. Term. The term of each manager's service shall extend for two year(s) and a Manager may be re-elected for no more than two (2) additional consecutive two-year terms.
- C. Removal. Any member of the Board of Managers shall be removed by the remaining members of the Board of Managers prior to the expiration of the Manager's term when title to the unit the Manager represents is transferred or where foreclosure proceedings have

been commenced against the unit the Manager represents. Any vacancy in the Board of Managers shall be filled in the manner provided for the election of Managers, except that if foreclosure proceedings have been brought against a unit, the Board of Managers shall elect the successor.

D. Powers and Duties. The Board of Managers shall exercise all the powers and duties permitted the governing body of the Condominium, including those existing under The Condominium Act. Such powers and duties shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following powers and duties.

1. To make and collect assessments, including special assessments, against Unit Owners to defray the costs of the Condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To assure the maintenance, repair, replacement and operation of the common elements and other property designated in the Condominium Documents as a common expense.
4. To assure the reconstruction of improvements after casualty and the further improvement of the property.
5. To make and amend regulations respecting the use of the common elements.
6. To exercise on behalf of the remaining Unit Owners or others the right of first refusal to purchase or lease Units, and to approve or disapprove proposed mortgages, in the manner provided by the Condominium Documents.
7. To enforce by legal means the provisions of the Condominium Documents, its Declaration, By-Laws and Regulations for the use of the property in the Condominium.
8. To purchase insurance for the protection of Unit Owners and the common elements of the Condominium against casualty and liability as provided in the Declaration.
9. To pay the cost of all snow plowing, electric, water, sewer, and other utility services rendered to the Condominium and not billed to owners' individual unit.
10. To employ personnel for reasonable compensation to perform, or to retain and/or contract for, the services required for proper administration of the purposes of the Condominium.
11. To contract for management of the Condominium and to delegate to such

contractor the powers and duties of the Board of Managers except such as are specifically required by the Condominium Documents to have approval of the Board of Managers.

12. To receive, consider, and act upon any application which pertains to the alteration of a unit in accordance with Article V of these By-Laws.

E. Meetings of Board of Managers.

1. Monthly meetings of the Board of Managers shall be held not less frequently than nine (9) times each year at such time and place as shall be determined from time to time by the Board. Notice of monthly meetings shall be given to each manager personally or by mail, telephone or email at least three (3) days prior to the day named for the meeting unless such notice is waived. The first monthly meeting following the Annual Meeting of Unit Owners in each calendar year shall be the Annual Meeting of the Board.

2. Special meetings of the Board of Managers may be called by the President and must be called by the Secretary at the written request of any one Manager. No less than three days' notice of the meeting shall be given personally, or by mail, telephone, or email, which notice shall state the time, place and purpose of the meeting.

3. Any Manager may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

F. Quorum. A quorum at the Board of Managers' meeting shall consist of at least a majority of the Managers present in person. The acts of the Board approved at a meeting at which a quorum is present shall constitute the acts of the Board of Managers except as specifically otherwise provided in the Declaration of Condominium. If, at any meeting of the Board of Managers there be fewer than a quorum present, the Managers present shall adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

G. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting if all the members of the Board of Managers consent thereto in writing, and the writing or writings are filed with the minutes of the

proceedings of the Board of Managers.

H. Officers. The officers of the Condominium shall be a President, Vice President, Secretary, and Treasurer. They shall be elected at the annual meeting by the Board of Managers from among the members of the Board and shall hold office for a term of one year or until the next Annual Meeting of the Board. Officers may be removed and replaced with or without cause, by vote of the Managers at any meeting. Any person other than the President may hold two (2) offices. The Board of Managers may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Condominium.

1. The President shall be the chief executive officer of the Condominium and shall preside over the meeting of the Board of Managers and of the Unit Owners. The President shall have all the powers and duties which are usually vested in the office of the President, including, but not limited to the power to appoint committees from among the Managers, Unit Owners and residents of the Condominium from time to time, as may be deemed appropriate, to assist in the conduct of the affairs of the Condominium.

2. The Vice President shall perform all the duties of the President in the President's absence.

3. The Secretary shall keep the minutes of all proceedings of the Board of Managers and of Unit Owners and shall: attend to the giving and serving of all notices to the Managers and other notices required by law; have custody of the seal of the Condominium and affix the same to an instrument requiring a seal when duly signed; keep the records of the Condominium, except those of the Treasurer and perform all other duties incident to the office of Secretary, and as may be required by the Managers or the President.

4. The Treasurer shall have custody of all property of the Condominium, including funds, securities, and evidences of indebtedness and shall: keep the assessment rolls and accounts of the members; keep the books of account of the Condominium in accordance with good accounting practices and perform all other duties of the office of Treasurer.

5. The compensation, if any, of all officers and employees of the Condominium shall be fixed by the Board of Managers; however, a member of the Board of Managers shall not be entitled to compensation for services, but may be reimbursed for any out-of-pocket expenses incurred in behalf of the Condominium.

6. The Board of Managers may employ or engage a professional property manager for the management of the Condominium who shall assist the officers in the performance of their duties.

ARTICLE III - FISCAL MANAGEMENT

The provisions for fiscal management of the Condominium as set forth in the Declaration of Condominium shall be supplemented by the provisions which follow.

A. Assessment Roll. The assessment roll shall be maintained in a set of books of account in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

B. Budget. The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and any supplement to the budget to every unit owner. They shall determine the total amount required, including betterments, maintenance of the common elements and other operating expenses as well as charges to cover any deficits from prior years. The total requirements shall be assessed as a single sum against all Units and pro-rated against each of said Units according to the respective common interests appurtenant to such Units. Said assessments shall be payable on the first day of the month following their billing by the Board of Managers. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments. The Unit Owners agree to pay promptly when due the monthly and all special assessments assessed against their own Units. Any Unit Owner who fails to pay any assessment imposed by the Condominium shall be liable for any expenses incurred by the Condominium in

collecting said assessment, including interest at the maximum legal rate and reasonable attorney's fees. The Board may take action to collect any common charges due from any Unit Owner which remain unpaid thirty (30) days from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339-d *et seq.* of the Real Property Law or otherwise. Nevertheless, a suit to recover a money judgment for unpaid common charges is maintainable against the defaulting Unit Owner without foreclosing or waiving the lien securing the same, and foreclosure is maintainable notwithstanding the pendency of a suit to recover a money judgment under Section 339-d, *et seq.* of the Real Property Law.

Copies of the proposed budget and proposed assessments shall be transmitted to each Unit Owner on or before December 1 of the year preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each Unit Owner concerned.

C. Depository. The depository of the Condominium shall be such bank or banks as shall be designated from time to time by the Board of Managers and in which the monies of the Condominium shall be deposited. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Managers.

D. Audit. An audit of the accounts of the Condominium including a summarization of receipts and expenditures, shall be made at the end of every second fiscal year by a certified public accountant, selected by the Board of Managers, and a copy of the report, including the summarization of receipts and expenditures for the year, shall be furnished to each Unit Owner and to each of the other members of the Board of Managers.

E. Fidelity Bonds. Fidelity bonds shall be required by the Board of Managers for all officers and employees of the Condominium and from any independent contractor handling or responsible for Condominium funds. The amount of such bonds shall be determined by the Board of Managers, but shall be at least the amount of the total annual assessments against Unit Owners for common expenses. The premium on such bonds shall be a common expense and be paid by the Board of Managers.

ARTICLE IV - MEETINGS AND POWERS OF UNIT OWNERS

A. Meetings. An Annual Meeting of the Unit Owners shall be held in the month of October in each year. Other meetings of the Unit Owners shall be held from time to time when called by the Board of Managers, or by the President, or by the owners of any two (2) Units. All meetings shall be held at the principal office of the Condominium or at - such other place in Monroe County, New York, as may be fixed by the President and at a time fixed by the President.

B. Notice of Meeting. The Secretary shall give not less than seven days' notice of any meeting of Unit Owners personally, or by mail, or email, which notice shall state the time, place and purpose of the meeting. Any Unit Owner may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

C. Quorum. A quorum at Unit Owners' meetings shall consist of the Owners of any seventeen (17) Units present in person or by proxy. Proxies may be given only to other Unit Owners. The acts of the Unit Owners must be approved by vote of the owners of at least seventeen Units except as specifically otherwise provided in these By-Laws, the Declaration of Condominium or the Condominium Act.

ARTICLE V - ARCHITECTURAL CONTROL

No building, fence, wall, mail box, or other structure shall be commenced, erected, or maintained upon the Condominium, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Managers of the Association. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI - LIABILITY OF BOARD OF MANAGERS

In order to limit the liability of the Unit Owners, any contract agreement, or commitment made by the Board of Managers shall state that it is made by the Board of Managers as agent for the Unit Owners as a group only and that no member of the Board of Managers nor individual Unit Owner shall be liable for such contract, agreement, or commitment, except that every unit owner shall be liable to the extent that his proportionate interest in the common elements bears to the total liability under such commitment. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for willful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the Board of Managers in accordance with their duties as such members except for acts of willful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however, be limited to the extent that his proportionate interest in the common elements bears to the total liability of the members of the Board of Managers.

ARTICLE VII - HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the Units and the conduct of all residents thereof.

1. The sidewalks, entrances and driveways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Unit Owner on any part of the outside or windows of the unit or buildings without prior written consent of the Board of Managers.
3. No awnings or other projections shall be attached to the outside walls of the buildings without prior written consent of the Board of Managers. No consent is required for the display of an American Flag from a stanchion attached to a Unit.

4. No baby carriages, velocipedes or bicycles shall be allowed to stand on the sidewalks, entrances, driveways or other common elements of the Condominium. No automobiles or trucks shall be parked on the driveways except in marked parking spaces or temporarily when making deliveries to Units immediately adjacent thereto. The Manager shall be empowered, at the direction of the Board of Managers, to have automobiles, trucks, boats, trailers, motorcycles or motor vehicles of any kind which are parked in violation of this rule towed away at the Owner's expense following reasonable notice.

5. No Unit Owner shall allow anything whatever to fall from the windows or doors of the premises, nor sweep or throw from the premises any dirt or other substance into any of the common areas or upon the grounds.

6. No garbage cans, supplies, milk bottles or other articles shall be placed on the common elements, nor shall anything be hung from the windows, or placed on the window sills, or so hung or placed in such manner that they are visible. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any windows or doors. A few pieces of matching outdoor furniture and potted flowers or plants may be placed on those Units that have porches.

7. No Unit Owner shall make or permit any disturbing noises in the Condominium by himself, his family, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners. No Unit Owner shall play upon, or permit to be played upon, any musical instrument or operate or permit to be operated a tape recorder, audio and stereo equipment, radio or other type of equipment for producing sound in the unit between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the buildings. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time if the same shall disturb or annoy other occupants of the buildings. Owners of Units shall not use or permit the use of the premises in any manner which would be disturbing or a nuisance to other said Unit Owners, or in such a way as to be injurious to the reputation of the Condominium. Seasonal wreaths and holiday decorations between Thanksgiving and January 6th and the appropriate placement of security system signs are permissible.

8. No installation of a satellite dish, radio or television antenna or other antenna shall be made without the written consent of the Board of Managers. Any satellite dish or antenna erected on the roof or exterior walls of the building without consent of the Board of Managers, in writing, is liable to removal without notice.
9. No Unit Owner shall keep or maintain any animals or birds, except a single animal or bird commonly known as a household pet, unless prior written consent is obtained from the Board of Managers.
10. No Unit Owner shall allow any pet to run free on the common elements. Pets on the common elements shall be on leash and accompanied by an adult. Unit Owners shall be responsible for picking up after pets.
11. No garbage, trash, or cuttings shall be placed, stored or collected in any area other than that designated for such purpose and shall not be allowed to accumulate.
12. No change of exterior line, color or grade without written permission of the Board of Managers is permitted.
13. No boats, trailers, cars, motorcycles, bicycles or motor vehicles of any kind shall be parked on the premises except in the unit garages, except that automobiles of visitors may be parked in the area so designated. The Manager shall be empowered at the direction of the Board of Managers to have automobiles, trucks, boats, trailers, motorcycles, bicycles or motor vehicles of any kind which are parked in violation of this rule towed away at the Owner's expense following reasonable notice.
14. All Units shall be used for single family residence purposes only.
15. Garage doors shall be kept closed unless entry or exit is being made from the garage.
16. No change in landscaping without the written permission of the Board of Managers is permitted.
17. No change in the style, size, color, lettering, or location of the mailbox or mail receptacle without the written permission of the Board of Managers is permitted.

18. Clothes lines, clothes poles and/or drying racks are not permitted.

19. Unit Owners, or representatives of the estate of a deceased Unit Owner who have listed or advertised their Unit for sale may, after such listing or advertisement, advertise the sale of the Unit on weekends by a sandwich board not taller than thirty (30) inches and not wider than thirty (30) inches placed at the entry to Tobey Woods. Such Unit Owners or representatives may also conduct a sale of household items from within the Unit but not from outside the Unit or from the garage of the Unit. This sale may also be advertised by a sandwich board not taller than thirty (30) inches and not wider than thirty (30) inches placed at the entry to Tobey Woods on the date of the sale and for a period not in excess of two (2) successive days prior to the sale.

ARTICLE VIII – NON-COMPLIANCE WITH RULES & REGULATIONS

Notice and Hearing. In the event of a By-Law violation, the Board shall notify the Unit Owner in writing, delivered personally or by certified mail, of the violation. The Unit Owner shall be allowed a two (2) week period to remedy the violation. The Unit Owner shall be entitled, upon written request, within the two-week period to a hearing before a committee of three (3) Unit Owners, none of whom are members of the Board of Managers, to contest the violation. The Unit Owner may be represented by legal counsel at his or her own expense. If after the hearing the Board believes the violation has not been remedied, a fine equal to one-third (1/3) of the Unit's quarterly common expense will be levied and billed by the Manager on the first day of each month while the Unit remains non-compliant. The Unit Owner shall be liable for all attorney's fees and costs incurred by the Association incident to the levy and collection of the fine.

ARTICLE IX - AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment must receive the approval of at least two-thirds (2/3) of the Board of Managers present at a duly called meeting.

C. Amendments may also be adopted at any meeting of Unit Owners by vote of at least twenty-two (22) Unit Owners.

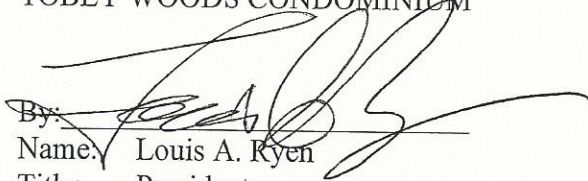
D. Amendments adopted by the Board of Managers pursuant to Paragraph B above may be rescinded at any Annual or Special Meeting of the Unit Owners.

E. The effective date of an amendment when adopted shall be the date of recording in the Office of the County Clerk of Monroe County, New York.

These By-Laws shall be amended, if necessary, so as to be consistent with the provisions of the Declaration of Condominium.

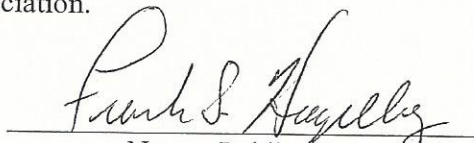
IN WITNESS WHEREOF, the undersigned has executed this instrument this 16 day of October, 2013.

TOBEY WOODS CONDOMINIUM

By: 
Name: Louis A. Ryan
Title: President

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

On this 16th day of October, 2013, before me the subscriber personally appeared **Louis A. Ryan**, who being by me duly sworn, did depose and say that he resides at 6 Tobey Woods in the Town of Pittsford, New York; that he is the President of the Tobey Woods Condominium, the Association described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Managers of said Association.


Notary Public

Frank J. Hagelberg
Notary Public
State of New York
Monroe County

My Commission Expires 12/31/14

John Gat

TO: Tobey Woods Unit Owners

FROM: Louis A. Ryen, President

SUBJECT: Explanation of Changes to Tobey Woods Condominium Declaration and By-Laws contained in the Amended and Restated By-Laws submitted for approval at this Annual Meeting.

DATE: October 16, 2013

1. The original By-Laws were contained in a schedule to the Declaration of Condominium recorded in the Monroe County Clerk's Office by the developer, Ryan Homes, Inc., on November 1, 1974. The By-Laws contained a number of unwieldy and undesirable provisions among which were a provision that the Board of Managers should consist of between 3 and 32 managers, and that any amendments have the approval of two-thirds of the mortgagees of the Units.

2. At the Annual Meeting of Unit Owners in October 1973, certain amendments to the By-Laws were approved and incorporated in an Amendment recorded in the Monroe County Clerk's Office on October 20 1993 (the "Amendment"). Among other things, the Amendment:

- Prohibited short-term leases;
- Required that Notice of Sale of a Unit be given to the Board, and that an application by the prospective purchaser be submitted to the Board along with a processing fee;
- Permitted amendments to be made by a two-thirds vote of the Board of Managers and a two-thirds vote of the Unit Owners with no requirement of a mortgagee vote;
- Established the size of the Board at not less than five (5) and not more than seven (7) Unit Owners;
- Specified that a quorum of the Board be a majority of the Managers present in person;
- Provided that an audit be conducted every second year rather than annually; and
- Empowered the Board to order the towing, at the Unit Owner's expense, of all vehicles parked in violation of the rules.

3. The current proposed Amended and Restated By-Laws incorporates all of these prior changes and, in addition:

- Converts the By-Laws to a gender neutral format;
- Changes the term of office of each Manager to two (2) years rather than one (1) year;
- Requires meetings of the Board of Managers not less frequently than nine (9) times each year;
- Creates the office of Vice President which did not previously exist;

- Permits Officers to be removed with or without cause;
- Formally authorizes the Board to engage a professional Property Manager;
- Formally provides that the Annual Meeting of Unit Owners be held in the month of October of each year; and
- Adds a provision no. 19 which reads as follows:

"19. Unit Owners, or representatives of the estate of a deceased Unit Owner who have listed or advertised their Unit for sale may, after such listing or advertisement, advertise the sale of the Unit on weekends by a sandwich board not taller than thirty (30) inches and not wider than thirty (30) inches placed at the entry to Tobey Woods. Such Unit Owners or representatives may also conduct a sale of household items from within the Unit but not from outside the Unit or from the garage of the Unit. This sale may also be advertised by a sandwich board not taller than thirty (30) inches and not wider than thirty (30) inches placed at the entry to Tobey Woods on the date of the sale and for a period not in excess of two (2) successive days prior to the sale."