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COUNTY OF MONROE

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INDEX DEED

BOOK 8297 PAGE 274

NO. PAGES 24

INSTRUMENT BY-LAWS

OR LOST MOUNTAIN MANOR ASSOC
EE LOST MOUNTAIN MANOR ASSOC

MORTGAGE TAX

SERIAL # _____

CITY/TOWN _____

S.M.A. _____

TRANS. AUTH. _____

TOTAL _____

FILING FEE	10.00
24 PAGE FEE	72.00
TRANSFER FEE	.00
AFFIDAVIT FEE	.00
CAP GAINS FEE	.00
MISC FEE	.00
TOTAL	82.00

.00+ CBH: .00 CHK: 82.00
CASHIER: DWYER, KIMBERLY A

PAID AT RECORDING

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

TRANSFER TAX

RECORDED ON 01/15/93 AT 10:56:00

TRANSFER TAX _____

BOOK 8297 PAGE 274 OF DEED

AMOUNT _____ .00

PATRICIA L. McCARTHY
MONROE COUNTY CLERK

PAID AT RECORDING

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CERTIFICATE OF AMENDMENT
OF BY-LAWS OF LOST MOUNTAIN
MANOR CONDOMINIUM

The undersigned, as Secretary of the Board of Managers of Lost Mountain Manor Condominium, hereby certifies that the attached Amended and Restated By-Laws of Lost Mountain Manor Condominium were duly adopted by the unit owners of the condominium at a meeting held on May 28, 1992 at which a quorum was present and acted throughout, all in accordance with Article VIII of the By-Laws of the condominium, and requests the Clerk of the County of Monroe to record said Amended and Restated By-Laws which upon such recording shall replace and supplant in their entirety the original by-laws of the condominium as heretofore amended which by-laws were recorded with the Declaration of Lost Mountain Manor Condominium in the Monroe County Clerk's Office on the 17th day of December, 1974 in Liber 4770 of Deeds, page 10.

In Witness Whereof, I have executed this certificate as of the 16 day of December, 1992.

Ronald E. Richardson, *RLR*
Secretary
Lost Mountain Manor Condominium

HAROLD A. MOSE
NOTARY PUBLIC, State of N.Y., Monroe Co.
My Commission Expires October 30, 1994

Section 2

Voting Each Unit Owner and the Board of Managers, (if they shall then own or hold title to one or more Units) shall be entitled to cast one vote at all Unit Owners' meetings for each Unit or Units owned by them, but the Board of Managers shall not cast any of its votes for election of any member to the Board.

Section 3

Quorum So many Unit Owners as shall represent at least 51% of the total authorized votes of all Unit Owners present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Unit Owners for the transaction of business, except as otherwise provided by Statute, Declaration of these By-laws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 4

Vote Required to Transact Business When a quorum is present at any meeting, the vote of a majority of the Unit Owners present in person or represented by written proxy shall decide any questions brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provision of the Declaration Statute, or of these By-laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5

Right to Vote At any meeting of Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall be valid only for such meeting or subsequent adjourned meetings thereof.

Section 6

Proxies All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7

Waiver and Consent Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, Statutes, or of these By-laws to be taken in connection with any action of the Condominium the meeting and vote of Unit Owners may be dispensed with if all Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8

Place of Meeting Meetings shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 9

Annual Meetings Annual meetings shall be held in each year on a date to be determined by the Board of Managers, but in no event shall it be earlier than May 23 nor later than June 3 in each such year. At such meetings there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Section 10

Special Meetings It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary of the Board at the office of the Management Agent.

Section 11

Notice of Meetings It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held to each Unit Owner of record at least five but not more than ten days prior to such meeting. The mailing of a notice in the manner provided in these By-laws shall be considered notice served.

Section 12

Order of Business The order of business at all meetings shall be as follows:

- a.) Roll call
- b.) Proof of notice of Meeting or waiver of notice
- c.) Reading of minutes of preceding meeting
- d.) Report of Committees
- e.) Election of inspectors of election (in the event there is an election)
- f.) Election of managers (in the event there is an election)
- g.) Unfinished business
- h.) New Business

ARTICLE III

BOARD OF MANAGERS

Section 1

Number, Qualification and Term The Board of Managers shall be composed of seven persons, all of whom shall be resident owners or resident spouses of owners or mortgagees of Units or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, stockholders or employees of such corporations, or in the case of fiduciary owners or mortgagees shall be the fiduciaries or officers or employees of such fiduciaries.

Each year, at the annual meeting of the Unit Owners, three (3) Managers shall be elected, except that every third year only one shall be elected, to serve for terms of three (3) years each.

Section 2

Vacancy and Replacement If the office of any Manager or Managers becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining managers, though less than a quorum, at a special meeting of the Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3

Removal Managers may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Manager shall continue to serve on the Board if, during his term of office, he shall cease to be a resident Unit Owner.

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Section 4

Powers The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration or by these By-laws, directed or required to be exercised or done by the Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy monthly assessments ("common charges") to cover the cost of common expenses, payable in advance. The Board of Managers may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Unit Owners pro rata according to their respective common interest.

2. To collect, use and expend the assessments collected to maintain, care for and preserve the Units, Buildings and other common elements;

3. To pay the cost of all electric, gas, water, sewer and other utility services rendered to the Condominium;

4. To make repairs, restore or alter any Units or the common elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings within the limitations of Article V, Section 3 of these By-laws;

5. To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the property;

6. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;

7. To insure and keep insured the common elements and Units in accordance with Article V of these By-laws;

8. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violation of the house rules or rules and regulations herein referred to;

9. To purchase any Unit at a foreclosure sale on behalf of all the Unit Owners;

10. To make reasonable rules and regulations and to amend the same. Such rules and regulations and amendments shall be binding upon the Unit Owners when they shall be established pursuant to Article VIII. A copy of such rules and all amendments shall be delivered to each Unit;

11. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of manager in connection with the matters hereinabove set forth;

12. 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 and to bring and defend actions by or against more than one Unit Owner, and pertinent to the operation of the Condominium;

13. To acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Units so acquired and to vote as Unit Owner, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

14. To designate, by resolution or resolutions, one or more committees, each of such committees to consist of at least three (3) managers or Unit Owners, one of whom shall be a Manager, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business and affairs of the Condominium and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board as required;

15. To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements, provided, however, that (i) the consent of at least sixty-six and two-thirds percent (66-2/3%) in common interest of all unit owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of \$10,000.00, and (ii) no lien to secure repayment of any sum borrowed may be created on any unit or its appurtenant interest in the common elements without the consent of the unit owner;

16. To provide the President of the Board with keys to give access to the Master Key Board in case of emergency. The key is to be passed to another Board Member when the President is away;

17. To do any and all things which prudent operation of the Condominium would require.

Section 5

Repairs and Maintenance All maintenance, repairs and replacement to the common elements of the property including but not limited to exterior walls, roof and roof members, as well as all maintenance, repairs and replacements to any pipes, wires, conduits, public utility lines, including without limitation so much of any pipes, wires, conduits and public utility lines as are located in the common elements but serve one or more units shall be the responsibility of the Board of Managers. All

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maintenance (including painting and decorating of the Units), repairs and replacements to the Units including windows (including all glass breakage), doors and repairs to pipes, wires and conduits located in and servicing the same Unit other than as set forth above shall be the responsibility of the respective Unit Owners. All restricted common elements shall be maintained and repaired by the Unit Owner to whom such common element is restricted in use. However, the Board of Managers shall repair and replace any pipes, wires, conduits and public utility lines located underground or overhead of any restricted common element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the Unit Owner to whom the common element is restricted in use in which event such Unit Owner shall make such repairs or replacements at his own expense. The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the common elements, and shall have the right of access to any Unit and to all portions of the common elements for the purpose of carrying out any of its obligations under these By-laws or the Declaration of the Condominium.

The Board of Managers will provide snow removal for the roadways and driveways on the property.

All repairs, painting and maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows, ceilings, or the exterior surface of any Building, including roofs, or to any generally visible portion of the common elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided.

In the event that a Unit Owner fails to make any maintenance or repair which maintenance or repair is necessary to protect any of the common elements or any other Unit, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so after 10 days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to his Unit or for repairs to any common element restricted in use to such Unit Owner, and the Unit Owner fails to make prompt payment the Board of Managers shall be entitled to bring suit thereon and, in such event, the Unit Owner shall be liable for the reasonable Attorneys' fees and costs of such suit or proceeding together with interest on all sums due.

Section 6

Compensation. Managers and Officers, as such, shall receive no compensation for their services.

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Section 7

Meetings a. The first meeting of each Board newly elected by the Unit Owners shall be held as soon thereafter as may be practicable. The Agenda for each meeting shall be as follows:

1. Reading and Approval of Minutes of preceding meeting
2. Election of Officers (per Article IV, Section 2, "Annual Meeting" only)
3. Reports of Committees
4. Property Manager's Report
5. Superintendent's Report
6. Unfinished Business
7. New Business
8. Adjournment

b. Regularly scheduled meetings of the Board may be held without special notice.

c. Special Meetings of the Board may be called by the President on two (2) days' notice to each manager either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least three (3) managers.

d. At all meetings of the Board, a majority of the managers shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute or by the Declaration or by these By-laws. If a quorum shall not be present at any meetings of Managers, the Managers present there at may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

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

f. Any Unit Owner wishing to bring a matter before the Board shall give ten (10) days' notice, in writing, to the Board before the next scheduled meeting. No meeting is held during the month of December.

Section 8

Annual Statement The Board of Managers shall furnish to all Unit Owners and shall present annually (at the annual meeting, but in no event later than four (4) months after the close of the

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fiscal year) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a Balance Sheet and Profit and Loss Statement reviewed by an independent public accountant. The Board of Managers shall engage the services of an independent public accountant to review, no less often than annually, the accounts, records, and financial affairs of the Condominium. Such review shall not be required to be an audit, but shall consist of at least a review of the record keeping procedures, a check of bank balances, and a review of all expenditures by the Board. In the event that any substantial irregularities or any defalcation shall be uncovered by such accountants in the course of any such review, such matters shall be promptly reported to each member of the Board of Managers and to the Unit Owners.

Section 9

Fidelity Bonds The Board of Managers shall require that all officers and employees of the Condominium handling or responsible for Condominium funds be covered by adequate fidelity bonds. The premium on such bonds shall be a common expense.

Section 10

Management Agent The Board of Managers may employ for the Condominium a management agent under a term contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, all of the delegable duties of the Board listed in this Article.

Section 11

Liability of the Board of Managers and Unit Owners Any contract or 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 Owners shall be severally liable under such contract, agreement, or commitment, but the liability of each Unit Owner shall be limited to such proportion of the total liability thereunder as his common interest bears to the common interest of all Unit Owners. 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 against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his duties as such member except acts

of willful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however, be limited as to each Unit Owner to such proportion of the total liability thereunder as such Unit Owner's common interest bears to the common interest of all Unit Owners.

ARTICLE IV

OFFICERS

Section 1

Elective Officers The officers of the Condominium shall be chosen by the Board of Managers and shall be a president, a vice president, a secretary and a treasurer. The Board of Managers may also choose one or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All officers must be Unit Owners. Two or more offices may not be held by the same person.

Section 2

Election The Board of Managers at its first meeting after each annual Unit Owners Meeting shall elect a president, a vice president, a secretary and a treasurer from the elected Unit Owners.

Section 3

Appointive Officers The Board may appoint such other officers and agents as it shall deem necessary who shall hold office for such terms and shall exercise such powers and perform such duties as shall be determined by the Board. Such non-elected members shall hold no voting privilege.

Section 4

Term The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If any office becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5

The President The President shall be the chief executive officer of the Condominium; he shall preside at all meetings of the Unit Owners and Managers, shall be an ex-officio member of all standing committees, shall have general and active management of the affairs of the Condominium, shall see that all orders and

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resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 6

The 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 and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7

The Secretary The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision he shall be.

Section 8

The Treasurer The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

He/she shall disburse the funds of the Condominium as he/she may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Managers, at the regular meetings of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Condominium.

He/she shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

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Section 9

Operating Fund and/or Maintenance Reserve Fund There shall be established and maintained a cash deposit account to be known as the "Operating Fund" and/or "Maintenance Reserve Fund" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the common elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

Section 10

Other Accounts The Board shall maintain any other accounts it shall deem necessary to carry out its purpose.

ARTICLE V

INSURANCE AND INSURANCE TRUSTEE

Section 1

Insurance to be carried by the Board The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring all of the buildings including all of the Units and the bathroom fixtures initially installed therein (but not including fixtures, furnishings, or other property supplied or installed by Unit Owners), together with all heating, air-conditioning and other service machinery contained therein, covering the interests of the Condominium, Board of Managers and all Unit Owners and their mortgagees as their interests may appear, in an amount equal to the full replacement value of the Buildings. Each of such policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers as Insurance Trustee as hereinafter set forth, and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustments of loss shall be made by the Board of Managers, and that the net proceeds thereof shall be payable to the Board as Insurance Trustee.

The amount of fire insurance to be maintained shall be at least in an amount sufficient to provide full replacement value coverage as set forth below.

are destroyed or substantially damaged and 75% or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein, any heating, air-conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or covering or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the units); and the Board of Managers, acting as the Insurance Trustee, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all Unit Owners so affected by fire or casualty for such deficit as part of the common charges.

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

ARTICLE VI

CONDOMINIUM RULES

Section 1

In addition to the other provisions of these By-laws the following Condominium 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.

Section 2

All Units shall be used for single family residence purposes only as such term is defined in the Declaration.

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Section 3

Owners of a Unit, members of their families, their employees and guests shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium.

Section 4

The common elements shall not be obstructed, littered, defaced or misused in any manner.

Section 5

Every Unit Owner shall be liable for any and all damage to the common elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

Section 6

Each Unit Owner will have the exclusive use of one (1) parking space in the garage. Additional parking spaces, if available, may be rented thru the Management Agent on a first come, first served basis.

Section 7

Each Unit Owner will have the exclusive use of one (1) storage space in the common area. Additional storage, if available, may be rented thru the Management Agent on a first come, first served basis.

Section 8

(a) Every Unit Owner must perform promptly all maintenance and repair work to his own Unit which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the building of which his Unit forms a part, he being expressly responsible for the damages and liabilities that his failure to do so may cause.

(b) All the repairs to internal installations of the Unit located in and servicing only that Unit, shall be at the Unit Owner's expense.

Section 9

No Unit Owner shall make structural modifications to his Unit or other alterations which would impair the structural soundness of the Unit and/or the buildings in which it is located without

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the written consent of a majority in common interest of the Unit Owners. Consent may be requested through the management agent, if any, or through the President of the Board of Managers, if no management agent is employed. The Board of Managers shall have the obligation to answer within sixty (60) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 10

(a) No resident of the Condominium shall post any advertisement or posters of any kind.

(b) It is prohibited to hang garments, rugs, etc., from the windows or from any of the Buildings or to string clothes lines on or over the common elements.

(c) No fence or gate shall be erected in the Condominium without the prior written consent of the Board of Managers.

(d) No television or radio antenna shall be erected on the exterior of Units or the common elements without the prior written consent of the Board of Managers.

(e) No Unit Owner shall move, remove, add or otherwise change the landscaping in the Condominium except that each Unit Owner may landscape or garden in the patio or balcony area provided that no unsightly vegetation may be grown in such area. No vegetation, containers or appurtenances may extend beyond the confines of the area or be affixed to the railings thereof.

(f) No Unit Owner shall paint the exterior surfaces of the windows, walls, or doors opening out of his Unit or of the railings surrounding the patio and balcony areas.

(g) No person shall park a vehicle or otherwise obstruct any roadway or sidewalk of the Condominium nor shall baby carriages, strollers, velocipedes or bicycles be allowed to stand on sidewalks, entrance ways, driveways, or other common elements of the Condominium.

(h) The irrevocably restricted patio and balcony areas shall not be used for storage of furniture or otherwise for storage purposes. These areas shall not contain excessive furniture nor shall the Unit Owner erect or construct any locker or storage cabinets therein.

(i) No repair of motor vehicles shall be made in any of the roadways, driveways or parking areas of the Condominium nor shall such areas be used for storage or long term parking (in excess of five (5) days without use) of any automobile, boat, trailer of any kind, camper, bus, truck or commercial vehicle. Any such parking shall be subject, in addition, to any restriction due to zoning or local ordinance requirements.

(j) No animal shall be permitted, kept or harbored in buildings unless the same in each instance be expressly permitted in writing by the Board of Managers. Dogs are not permitted.

All animals, of any description, must be registered with the Board of Managers in writing. Upon receipt of written permission

from the Board of Managers, animals may be harbored within the owner's unit only, with strict adherence to the conditions outlined in this article.

Any animal causing a disturbance, such as noise, odors, etc. to homeowners within a building, or damage to common property, will have its permit revoked. The owner of any animal causing damage to any common property of the Condominium or damage to any other Unit Owner's property, will be liable for immediate assessment to cover the cost of repair of such damage.

If or when a permit is revoked, an owner or tenant may be directed to immediately dispose of the animal. Failure to do so shall result in legal action to compel such disposal or enforced removal if the animal is found in or upon the common elements. Upon death of

(k) Each Unit is required to have at least one smoke detector, fully operational with live batteries installed. The Unit Owner shall be responsible for battery replacement when needed and any other maintenance needed to keep such devices fully operational at all times.

If in a three month period there is with respect to any unit more than one instance of smoke detector alarm sounds, odors of burning substances, emission of smoke into common areas or other Units, or conditions necessitating that the fire company be called, the Board shall investigate the cause or causes and review same with the Unit Owner to determine whether action to correct the problem is needed and if so, to prescribe appropriate remedial action or to order cessation of the activity causing the problem.

Range exhaust fans must be used during rangetop cooking.

(l) Hours for use of laundry rooms are 9 a.m. to 10 p.m.

(m) Dishwashers and kitchen disposals shall not be in operation after 10 p.m.

(n) Unit Owners may install washers and dryers according to building codes, venting to outside the buildings. These appliances shall not be operated after 10 p.m.

(o) Unit Owners using hoses to water gardens are responsible for turning them off. Water is not to be directed across walkways.

(p) Awnings:

- 1.) The awnings extension away from the patio shall be 5 feet, 7 inches.
- 2.) Length of awning shall be 22 feet.
- 3.) Awning material shall be a green and white stripe.
- 4.) All switches and controls are to be mounted outside on the patio - NO exterior wall penetration shall be made.
- 5.) Electrical installation shall be inspected and certified to comply to electrical code by the New York State Fire Underwriters. A copy of the inspection certificate shall be made available to either the Resident Managers office or the office

of the Managing Agent within thirty (30) days after the work is completed.

- 6.) The Unit Owner shall be responsible for all damages and/or extra maintenance due to installation and operation.
- 7.) Upon resale of the Unit the awning shall remain as part of the Unit.

(q) One plant only may be placed in common entryway, and is restricted to the tub and under the mirror. It must be maintained to maximum health. Poor appearance will result in removal of same - at the discretion of the Board of Managers.

ARTICLE VII

DEFAULT

In the event a Unit Owner does not pay any sums, charges or assessments required to be paid when due, the Board of Managers or Managing Agent acting in behalf of the Board shall notify the Unit Owner and the Mortgagee, if any, of such Unit. If such sum, charge or assessment shall remain unpaid for 90 days after the giving of such notice, the Board may foreclose the lien encumbering the Unit as a result of the non-payment of the required monies as set forth in the Declaration (subject to the lien of any first mortgage), in the same manner as the foreclosure of a mortgage. In the event the owner of a Unit does not pay the assessment required to be paid by him within ninety (90) days of its due date, said sum shall bear interest at the rate of sixteen (16) percent per annum from its due date and said Unit Owner shall be liable for the Condominium's reasonable costs and attorney's fees incurred by it incident to the collection or enforcement of such lien.

ARTICLE VIII

AMENDMENTS

These By-laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by two thirds (2/3) of the Unit Owners in number and common interest and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the Unit Owner's interest and the interest of holders of a mortgage encumbering a Unit or Units.

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ARTICLE IX

SELLING, MORTGAGING AND LEASING UNITS

Section 1

Selling and Leasing Units Any Unit may be conveyed or leased by its Unit Owner free of any restrictions except that no Unit Owner shall convey mortgage, pledge, hypothecate, sell, or lease his Unit unless and until all unpaid common charges assessed against his Unit shall have been paid to the Board of Managers. However, such unpaid common charges can be paid out of the proceeds from the sale of a Unit or by the Grantee. Further, a Unit Owner may convey his Unit and his common interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or Unit Owners and upon such conveyance such Unit Owner shall not be liable for any common charges thereafter accruing against such unit. Any sale or lease of any Unit in violation of this section shall be voidable at the election of the Board of Managers.

The provisions of this section shall not apply to the acquisition or sale of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall however, apply to any purchaser from such mortgagee.

Whenever the term "Unit" is referred to in this section, it shall include the Unit, the Unit Owner's undivided interest in the common elements, and the Unit Owner's interest in any Units acquired by the Board of Managers.

Unit Owners who are selling or renting their Units shall give 60 days advance notice in writing to the Board of Managers.

It is the responsibility of the selling Unit Owner to give his copy of the Offering Plan (Prospectus) and these By-laws to the buyer of the Unit. A Unit Owner who rents or leases his unit shall provide a copy of these By-laws to his tenant before he assumes occupancy of the unit. Unit owners who are selling or renting their Units shall give 60 days advance notice in writing to the Board of Managers.

Section 2

Waiver of Partition Rights The Unit Owners waive all of their voting rights concerning partition respecting any Unit acquired by the Board of Managers in accordance with this Article.

Section 3

Mortgaging of Units No Unit Owner shall mortgage his Unit except by a mortgage loan granted by a federal or state savings and loan association, savings or commercial bank, credit union,

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life insurance company, union pension fund, agency of the United States Government or agency of the State of New York or a purchase money mortgage loan granted by the Seller.

Section 4

Gifts, etc. Any Unit Owner may convey or transfer his Unit by gift during his lifetime or devise his Unit by will or pass the same by intestacy, without restriction.

ARTICLE X

CONDEMNATION

In the event all or part of the common elements are taken by eminent domain proceedings, the award from such proceedings shall be paid to the Board of Managers to be distributed in the same manner as provided in Section 3 of Article V, but in the following amounts:

(a) So much of the award as is applicable to unrestricted common elements, to the Unit Owners pro rata according to the respective common interest appurtenant to the Units owned by such Unit Owners.

(b) So much of the award as is applicable to irrevocably restricted common elements to the Unit Owner having general use of such common element.

In such eminent domain proceeding the Board shall request that the award shall set forth the amount allocated to unrestricted common elements and to each restricted common element. In the event the award does not set forth such allocation, then the question of such allocation may be submitted to arbitration in accordance with the rules of the American Arbitration Association.

ARTICLE XI

MISCELLANEOUS

Section 1

Insurance Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in his Unit which will increase the insurance rates on his Unit or any other Unit or on the common elements.

Section 2

Severability Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these By-laws shall, nevertheless, be and remain in full force and effect.

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Section 3

Notice to Condominium A Unit Owner who mortgages his Unit shall notify the Condominium through the management or the President of the Board of Managers, of the name and address of his mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgages of Units".

Section 4

Notice of Unpaid Assessments The Board of Managers shall at the request of a mortgagee of a Unit report any unpaid assessments due from the Unit Owners of such Unit.

Section 5

Examination of Books and Records Every Unit Owner or his representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more than once a month.

Section 6

Construction Wherever the masculine singular form of the pronoun is used in these By-laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

Section 7

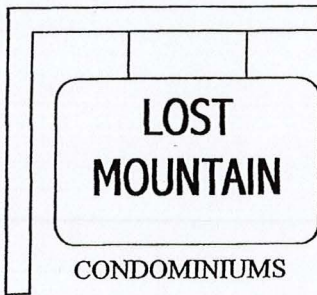
Compliance with Article 9-B These By-laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-laws conflict with the provisions of said Statute or of the Declaration, the provisions of the Statute or of the Declaration,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

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this 16 day of December, 1992, before me personally came Ronald G. Richardson, to me known, who, being by me duly sworn, did depose and say that he/~~she~~ resides in the Town of Benfield, New York; that he/~~she~~ is the Secretary of the Lost Mountain Manor Condominium, the Condominium Association described in and which executed the above instrument; and he/~~she~~ signed his/~~her~~ name thereto by order of the Board of Managers of said Condominium Association.

Harold M. Mole
Notary Public

HAROLD M. MOLE
NOTARY PUBLIC, State of N.Y., Monroe Co.
My Commission Expires October 28, 1994



Lost Mountain Rules and Regulations Change

**Lost Mountain Condominium
Rules and Regulations Amendment
As approved by the Lost Mountain Condominium Board of Managers**

Dated: July 6, 2009, the effective date of these amendments.

Please attach to your Rules and Regulations Booklet dated January 15, 1993. These amendments are hereby incorporated and made a part of the Lost Mountain Condominium Rules and Regulations.

Landscaping

No personal items will be displayed in any way in front of the buildings. Door decorations will not be allowed on the door, and plantings of any nature will not be permitted unless a variance is approved by the Board of Managers. The appearance of all entry ways will be the same, and will be the responsibility of the Lost Mountain Maintenance Staff to maintain.

Patio units gardening and/or landscaping should not inhibit the Lost Mountain Maintenance Staff from doing their job effectively.

Homeowners are responsible for the maintenance of Plantings and Shrubs (planted by previous owners, or themselves) next to their patio. Maintenance includes pruning to maintain the appearance of and size (maximum height of four feet) of shrubs. Trees whose mature height is greater than four feet require a variance approved by the Board of Managers, and are not to be used as foundation plantings. Failure of the homeowner to maintain their landscaping will result in the removal of the plantings and the land landscaped by the Lost Mountain Maintenance Staff. The Lost Mountain Maintenance Staff is only responsible for maintaining and pruning those plantings that are common to Lost Mountain.

Bird Feeders

Bird feeders are allowed on patios and the patio edge, as long as the use of a bird feeder does not interfere in any way with neighbors, and is not an appendage to the building. No bird feeders are allowed on the balcony level. Bird feeders are acceptable along our forest edge behind our units. Bird feeders should not be an obstruction to neighbors, or an obstruction to our maintenance staff in doing their work.

Real Estate Signs

Advertising Lost Mountain Condominiums units For Sale or For Rent is not permitted at the base of the Lost Mountain Driveway. Real estate signs are not allowed. Open House

Real Estate Signs (Continued)

Signs are allowed to be displayed at the base of the Lost Mountain Driveway and in the parking lot for directions to the open house, on the day of the open house, and are to be immediately removed on conclusion of the Open House. For Sale or For Rent signs are not allowed to be displayed in Condominium windows or doors.

Unit Dryers

Any installation of a clothes dryer within a condominium unit must have a Lost Mountain approved variance, and a Town of Penfield permit, prior to installation. Once installed, the Lost Mountain Maintenance Manager will complete an inspection to assure proper ventilation, but this should not supersede an inspection by the Town of Penfield building department. Evidence of satisfactory inspection must be produced within 30 days of installation. All current unit dryer owners are subject to an inspection to assure proper ventilation.

Unit Washers

Any installation of a clothes washer within a condominium unit must have a Lost Mountain approved variance, and a Town of Penfield permit, prior to installation. Once installed, the Lost Mountain Maintenance Manager will complete an inspection to assure proper installation, but this should not supersede an inspection by the Town of Penfield building department. Evidence of satisfactory inspection must be produced within 30 days of installation. All current unit washer owners are subject to an inspection to assure proper installation.

Any damage caused as a result of a plumbing backup or other overflow condition caused by the in-unit laundry machine, shall be the responsibility of the homeowner to repair.

Patio/Balcony Appearance

As previously stated in "Rules and Regulations", patios and balconies are common areas. Excess furniture, plants and plant stands, storage units and other items not compatible with an attractive image are restricted. Those with screened patios/balconies must clean their screens each year. Dirty screens are offensive to other residents.

Any patio or balcony currently not in compliance with these rules must correct the problem within 30 days of notification.

Violations of the Lost Mountain Rules and Regulations are enforceable by the New York State Condominium Act, Article 9(b).

Box 18
DFK

**THIRD AMENDMENT TO
DECLARATION AND BY-LAWS OF
LOST MOUNTAIN MANOR CONDOMINIUM
LOST MOUNTAIN MANOR WAY
PENFIELD, NEW YORK 14526**

The Board of Managers of Lost Mountain Manor Condominium, an unincorporated association organized and existing under Article 9-B of the New York State Real Property Law and having an address at Lost Mountain Manor Way, Penfield, New York 14526, does hereby declare as follows:

1. This is the Third Amendment to the Declaration establishing a plan of condominium ownership of the building and the land upon which the building is erected comprising Lost Mountain Manor Condominium pursuant to Article 9-B of the New York State Real Property Law dated December 11, 1974 and recorded on December 17, 1974 in the Monroe County Clerk's Office in Liber 4770 of Deeds at page 10. Thereafter, the Declaration was amended by a document executed and acknowledged on February 19, 1975 and recorded on February 21, 1975 in the Monroe County Clerk's Office in Liber 4797 of Deeds at page 51. Thereafter, the Declaration was further amended by a document executed on December 30, 1976 and recorded on January 19, 1977 in the Monroe County Clerk's Office in Liber 5164 of Deeds at page 167.

2. **NOTICE IS HEREBY GIVEN** that at a Special Meeting of Unit Owners of Lost Mountain Manor Condominium held on October 25, 2011, the By-Laws were amended by the addition of the following section amended:

ARTICLE IX

Section 5

Restriction on Leasing Units. Notwithstanding anything contained in this Article IX to the contrary, every Unit may only be leased for a maximum of two years in any consecutive five-year period. The restriction on leasing contained in this Section 5 shall not apply to leases to immediate family members of the Unit Owner. For purposes of this Section 5, the term "immediate family members" shall mean spouses, lineal ancestors (including adoptive parents) and lineal descendants (including adoptive children) of the Unit Owner.

Unit Owners who are leasing their Units shall give at least sixty days (60) days advance notice in writing to the Board of Managers of their intention to lease their Unit and shall include with such notice a copy of the proposed lease agreement. The Unit Owner shall furnish copies of all lease agreements to the Board of Managers upon execution by the Unit Owner and all tenants which lease agreement must include a lease addendum executed by the

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MONROE COUNTY CLERK

RECORDED

Unit Owner and each tenant in the form prescribed by the Board of Managers and adopted as part of the Rules and Regulations.

The violation or breach of this Section 5 shall give the Board of Managers, in addition to any other rights set forth in these By-Laws or the Declaration, the right to: (1) enjoin, abate or remedy by appropriate legal proceeding (either at law or in equity), the continuance of any such violation or breach; and (2) assess a fine against the Unit Owner in an amount prescribed by the Board of Managers and adopted as part of the Rules and Regulations for the Condominium. The Unit Owner shall be liable for the Condominium's reasonable costs and attorney's fees incurred by it incident to the enforcement of this Section 5. Any lease in violation of this Section 5 shall be voidable at the election of the Board of Managers.

The restrictions on leasing contained in this Section 5 shall not apply to any current Unit Owner. Notwithstanding the foregoing, the restrictions on leasing contained in this Section 5 shall apply to any Unit upon transfer of title to such unit, either voluntarily, by operation of law or otherwise, subsequent to the adoption of this Section 5.

3. This Third Amendment was authorized by a vote of two-thirds (2/3) of the Unit Owners in number and common interests as required by the By-Laws.

4. In accordance with section 339-n of the New York Real Property Law, the Secretary of the State of New York is designated as the agent of the Board of Managers upon whom service against it may be served. Such service shall be made by personally delivering to and leaving with the Secretary of State or his or her deputy, or with any person authorized by the Secretary of State to receive such service, at the office of the Department of State in the City of Albany duplicate copies of such process, together with the statutory fee, which shall be a taxable disbursement. The person to whom the Secretary of State shall mail a copy of any such process, as filed with the Secretary of State, is the Board of Managers of Lost Mountain Manor Condominium, whose post office address is c/o Rainaldi Real Estate, 205 St. Paul Street, Suite 200, Rochester, New York 14604. However, service of process upon the Board of Managers may be made in any other manner permitted by law.

5. All terms used in this Third Amendment shall have the same meanings ascribed thereto in the Declaration.

6. The Declaration, as revised and modified by the prior amendments and Third Amendment, is incorporated herein by reference with the same force and effect as if set forth at length herein. Except as amended hereby, all other terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

7. The provisions of this Third Amendment to the Declaration shall be perpetual and construed to be covenants running with the Land and every part thereof and interest therein, and all provisions hereof shall be binding upon and inure to the benefit of the owner of all or any part of the Property or any interest therein, and his or her heirs, executors, administrators, legal representatives, successors and/or assigns.

8. If any provision of this Third Amendment shall in any way be held by a Court of competent jurisdiction to conflict with the laws of the State of New York, then such laws shall be deemed controlling, such provision shall be deemed of no force and effect and the validity, force and effect of the remainder of this Third Amendment shall be not affected thereby.

9. This Third Amendment is intended to be recorded in the Monroe County Clerk's Office in accordance with the By-Laws.

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to the Declaration to be executed as of the 29 day of November, 2011.

LOST MOUNTAIN MANOR CONDOMINIUM

Larry Cantabene

Name:

Title: President LM

STATE OF NEW YORK)

COUNTY OF)

) ss.:

On the 29 day of November in the year 2011 before me, the undersigned, a notary public in and for said State, personally appeared

Larry Cantabene personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed this instrument.

Catherine J. Browning
Notary Public

CATHERINE J. BROWNING
Notary Public, State of New York
Monroe County, Reg #01BR6035745
Commission Expires January 3, 2013

Lost Mountain Rules and Regulations Change

Lost Mountain Condominium

Rules and Regulations Amendment

As approved by the Lost Mountain Condominium Board of Managers

Dated: September 28, 2018, the effective date of these amendments.

Please attach to your Rules and Regulations Booklet dated January 15, 1993. These amendments are hereby incorporated and made a part of the Lost Mountain Condominium Rules and Regulations.

Common Elements

To ensure the safety of the homeowners and their guests, homeowners and guests are prohibited from traversing the perimeter of the hillside and/or disposing of any debris onto the hillside.