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MONROE COUNTY CLERK

**FIRST AMENDMENT TO DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DEVONSHIRE HOMEOWNERS ASSOCIATION, INC.**

This is the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Devonshire Homeowners Association, Inc., dated 9th day of Feb., 2012, which original Declaration was recorded June 20, 1985 in the Monroe County Clerk's Office in Liber 6724 of Deeds at page 86 (the "Declaration").

WHEREAS, the Declaration contains provisions regarding repairs to various parts of homes and whether these should be done by Homeowners or the Association; and

WHEREAS, the provisions regarding repairs are conflicting and cause confusion; and

WHEREAS, the Association does not collect sufficient common charges to repair and replace windows and doors of all homes; and

WHEREAS, if the Association is to repair windows and doors of all homes, common charges will have to be permanently increased; and

WHEREAS, the members prefer to repair their own windows and doors when needed subject to the rules of the Architectural Committee and keep their common charges at the levels they are now (with inflationary and other increases, as needed); and

WHEREAS, the Declaration currently requires a 3/4 vote of members to amend the Declaration and this is hard to attain; and

WHEREAS, a 66 2/3% vote of members is permitted by law and would be easier to attain for future amendments;

Now, therefore, the Declaration is hereby amended as follows:

1) Article V, Section 2 is amended to read as follows:

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively (1) to operate, maintain, repair, improve, construct, reconstruct and preserve on a non-profit basis, the Common Area owned by the Association, exclusively for the benefit of its members, their guests, tenants and invitees; (2) to maintain, repair, reconstruct, replace and preserve, on a non-profit basis the Lots, and the improvements constructed thereon, for the purpose of preserving the exterior appearance and configuration of said Lots and Units, including those items more particularly set forth in Article VI below. The above obligations shall not include maintenance, repairs or replacements caused by fire or other casualty to a Unit except as provided under Article VII Section 3 and Article X.

2) Article VI is amended to read as follows:

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot, which is subject to assessment hereunder as follows: paint, repair, replace and care of foundations, roofs (including skylights, if any), exterior chimneys, gutters, downspouts and exterior building surfaces. This shall not include exterior windows and doors and all parts thereof (including sliding glass doors and garage doors). The Association shall also be responsible for landscape maintenance and snow removal of the driveways and maintenance and repair of the walks, driveways and facilities comprising the Common Properties. Such exterior maintenance shall not include the maintenance or snow shoveling of individual sidewalks. Except for the structural portion of the exterior walls and roof members, there shall be no obligation on the part of the Association to maintain, repair, reconstruct, replace or preserve any part of the interior of any Unit or any fixtures or mechanical system (including but not limited to heating, lighting, plumbing, and air conditioning) for any Owner. In the event that the need for maintenance or repairs is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance and repairs shall be added to and become part of the assessment to which such Lot is subject. The Association shall also purchase water from Owners of all end units to be used for the maintenance of all of the landscaped areas including, but not limited to, the Common Areas. Said water charge shall be the difference between the water bill for the spring and summer seasons.

3) Article XI, Section 3 shall be amended to read as follows:

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than sixty six and two-thirds percent (66 2/3%) of the Lot Owners. Any amendment must be recorded.

Except as amended above, the Declaration is re-affirmed and is in full force and effect.

IN WITNESS WHEREOF, this Amendment has been approved by three-quarters of the Lot Owners in the Devonshire Homeowners Association, Inc.

DEVONSHIRE HOMEOWNERS ASSOCIATION, INC.

By: Kathleen L. Shea
President

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 9th day of Feb in the year 2012, before me, the undersigned, personally appeared Kathleen LeVea 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 (s)he executed the same in his/her capacity and that by his/her signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

PAULA A. LAPIN
Notary Public, State of New York
No. 4627286
Qualified in Onondaga County
Commission Expires June 30, 2014

Paula A. Lapin
Notary Public

I hereby certify that the above Amendment of the Declaration was approved by the required three-quarters of the Membership at a special meeting duly held on the 30th day of March, 2011. Signature pages are on file with the Board of Directors of the Homeowners Association.

Kelly Breen
Kelly Breen, Secretary.