

Pages	Date	Description	Approved By Homeowners
	1994	Various Items	No
	1994	Defining Principal Offices	No
2 thru 7	3/16/1995	Article III, Section 3.01 - Insurance	Yes
8 thru 11	6/6/1997	Article X - Section 10.01 re quorum and % of homeowners needed to approve amendments	Yes
12 thru 18	3/14/2005	Article II, Section 2.04 Approval process for special assessments	Yes
19 thru 26	5/16/2006	Article III Section 3.2 - assessments Section 3.3 - annual meeting Section 4.1 - elections Section 4.6 - Notice of Meetings	Yes
27 thru 34	5/16/2006	Article VIII Section 8.03 - Various restrictions (planting, lot use) Section 8.07 - Pets Section 8.12 - Signs	Yes

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AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS AND LIENS OF BRITTANY COMMONS
HOMEOWNERS ASSOCIATION, INC.

This Amendment is made to the Declaration of Brittany Commons of which was recorded in the Monroe County Clerk's Office in 6665, page 115.

This Amendment to the Declaration which is set out below was approved at a meeting of the unit owners of Brittany Commons, which meeting was held on 28 February 1995 at 6:30 p.m. at 119 Montpelier Circle, Rochester, New York 14618.

Proof of notice of the meeting was presented at the meeting and a quorum was presented and acting throughout.

A majority of the unit owners present voted to amend Article III, Section 3.01 of the Declaration as follows:

ARTICLE III

Insurance

Section 3.01 will now read as follows:

Paragraph 1 will now read:

Section 3.01. Physical Damage Insurance. The Declarant, for each Lot owned within the Properties, hereby irrevocably nominates, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to nominate irrevocably, the Association as Trustee with authority to obtain and maintain, to the extent available, insurance on all Association buildings and all other insurable improvements upon the land, coverage shall be for the full replacement value (without deduction for depreciation) of all improvements on the Property under the "all in" concept, including fixtures, improvements and alterations made or installed by the builder and any subsequent unit owners, and including, but

MONROE COUNTY CLERK
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not limited to, the wall-to-wall carpeting, lighting fixtures, bathroom fixtures and appliances (such as those used for refrigerating, ventilating, cooking, dish washing, laundering, security or housekeeping), wall coverings, and all machinery and personal property servicing the units and Common Facilities as may be held and administered by the Board of Directors for the benefit of the unit Owners, but excluding personal property of unit Owners other than appliances as described above, covering the interest of the Association, the Board of Directors and all unit Owners and their mortgagees as their interests may appear. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the State of New York. Such policies of physical damage insurance shall be written in the name of the Association, as Trustee for each Lot Owner, and shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by any Lot Owner, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including any mortgagee of any Lot.

Paragraphs 2, 3, 4, 5, 6, 7, and 8 of Section 3.01 will remain the same.

Paragraph 9 of Section 3.01 will now read:

The Association is hereby irrevocably authorized by the Owner to use the balance of insurance proceeds, remaining after discharge of any first mortgagee interest, to reconstruct the Townhouse so damaged or destroyed,

in conformance with the original plans and specifications of such Townhouse.

Paragraph 10 of Section 3.01 will now read:

No disbursement for reconstruction and repair of the Townhouse shall be made unless the Association is first directed by a written certificate of an architect or engineer, employed by the Association to supervise such reconstruction or repair, stating that the sums to be paid are due and properly payable for such reconstruction or repair and stating the following information as to each disbursement:

- (1) Name and mailing address of payee;
- (2) Amount of payment;
- (3) Purpose of payment.

Paragraph 11 of Section 3.01 will now read:

In the event the cost to reconstruct the Townhouse shall exceed the balance of insurance proceeds after the payment of expenses and the discharge of the first mortgagee's interest, the cost to reconstruct in excess of the balance shall be an expense of the specific Owner of such Townhouse and shall be paid within thirty (30) days after notice and demand therefor. In default of payment thereof, the excess cost, together with interest, costs and reasonable attorneys' fees, shall become a charge on the land and shall become a continuing lien upon the lot against which such additional cost was incurred. Such lien may be enforced in the same manner as the lien for

annual and special assessments as provided under Article II hereof.

Paragraph 12 of Section 3.01 will now read:

Prior to reconstruction or rebuilding of such destroyed Townhouse, the Association may, but shall not be required to, employ an architect or engineer to supervise the same and, based upon the original plans and specifications for such townhouse, advertise for sealed bids and may thereafter negotiate with any contractor for the reconstruction or repair of such Townhouse.

Paragraph 13 of Section 3.01 will now read:

In the event that the cost of reconstruction or repair of the Townhouse, including the reasonable cost for services of any architect, engineer or attorney employed by the Association to pursue the reconstruction and repair of such Townhouse, is less than the insurance proceeds received by the Association, then, and in such event, the proceeds remaining, after payment of costs, shall be paid to the Owner upon the tender to the Association by such Owner of a duly executed release of liability and accountability for the use of such insurance proceeds.

The remainder of Section 3.01, Sections 3.02 and 3.03 will remain the same.

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This instrument is prepared and recorded to make the above amendment to the Declaration effective as provided in Article X of the Declaration.

IN WITNESS WHEREOF, the Amendment to the Declaration has been executed the 28th day of February, 1995.

BRITTANY COMMONS HOMEOWNERS ASSOCIATION, INC.

BY: John D. Witherspoon
John D. Witherspoon, President

95 MAR 16 PM 1:08
MONROE COUNTY CLERK

RECORDED

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

On this 28th day of March, 1995 before me the subscriber, personally appeared John D. Witherspoon, to me known, and being by me duly sworn, did depose and say that he resides at 67 Montpelier Circle, that he is the President of Brittany Commons Homeowners Association, Inc., the Association described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said Association.

Richard M. [Signature]
Notary Public
Monroe County #016A4765279
L.A.P. 2/28/97

THIS IS NOT
A BILL

THIS IS YOUR
RECEIPT

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

Return To:

BOX 170

Index DEEDS

Book 08587 Page 0028

No. Pages 0006

Instrument AMEND TO DECLAR

BRITTANY COMMONS HOMEOWNERS AS

BRITTANY COMMONS HOMEOWNERS AS

FILE FEE S	4.75
FILE FEE C	5.25
REC FEE	18.00
	.00
	.00
	.00
	.00
	.00
	.00

Total: \$ 28.00

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

Recorded on 3/16/1995 at 1:08:00

Book 08587 Page 0028 of DEEDS

Margaret R. DeFrancisco
County Clerk

MORTGAGE TAX

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

TRANSFER TAX

Transfer Tax \$.00

Amount \$.00

Transfer Tax # TT0000012912

AMENDMENTS TO THE RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS AND LIENS
BRITTANY COMMONS HOMEOWNERS ASSOCIATION, INC.

Date: April 30th, 1997

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

RECORD AND RETURN TO:

PHILLIPS, LYTLE, HITCHCOCK,
BLAINE & HUBER
1400 First Federal Plaza
Rochester, New York 14614
Attn: Albert M. Mercury, Esq.
Box 170

REC'D JUN - 6 A 11: 21
MONROE COUNTY CLERK

RECORDED

**AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS AND LIENS OF
BRITTANY COMMONS HOMEOWNERS ASSOCIATION, INC.**

This Amendment is made to the Declaration of Brittany Commons of which was recorded February 19, 1985 in the Monroe County Clerk's Office in Liber 6665 of Deeds, page 115.

This Amendment to the Declaration which is set out below was approved at a meeting of the unit owners of Brittany Commons, which meeting was held on April 30, 1997 at 7:00 p.m. at the Town of Brighton Memorial Library, 2300 Elmwood Avenue, Rochester, New York 14618.

Proof of notice of the meeting was presented at the meeting and a quorum was presented and acting throughout.

A majority of the unit owners present, as constituted under Article X of the Declaration, voted to amend Article X, Section 10.01 of the Declaration as follows:

ARTICLE X

Duration and Amendment

Section 10.01 will now read:

10.01. The Restrictions contained in this Declaration shall run with and bind the Properties, shall inure to the benefit of and shall be enforceable by Declarant, the Association and the Owner of any Lot included in the Properties, their respective legal representatives, distributees, successors and assigns until the 31st day of December in the year 2015, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may not be amended in any respect except by a vote of not less than sixty-six percent (66%) of the Lot Owners, present in person or by proxy at a meeting duly called for such purpose at which a quorum is present and acting throughout. For purposes of this Section only, such a quorum shall be sixty-six and two-thirds percent (66 2/3%) of the votes entitled to be cast by members of the Association as defined in Article V hereof. No amendment shall be effective until recorded in the form of a duly executed Certificate of Amendment in the Office of the Clerk of Monroe County, New York, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2015, this Declaration may be amended or terminated in its entirety at a meeting duly called for such purpose by a vote of not less than a majority of all of the votes of the Lot Owners as defined in Article

V hereof. Such amendment or termination shall not become effective until recorded in the form of a duly executed Certificate of Amendment or Termination in the Clerk's Office of Monroe County, New York, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

This instrument is prepared and recorded to make the above amendment to the Declaration effective as provided in Article X of the Declaration.

IN WITNESS WHEREOF, the Amendment to the Declaration has been executed the 30th day of April, 1997.

BRITTANY COMMONS HOMEOWNERS
ASSOCIATION, INC.

By: John D. Witherspoon
John D. Witherspoon, President

STATE OF NEW YORK)

ss.:

COUNTY OF MONROE)

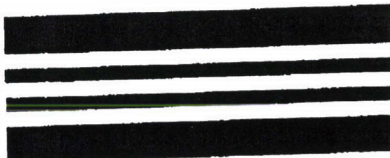
On this 30th day of April, 1997, before me came John D. Witherspoon, to me known and who, being by me duly sworn, did depose and say that he resides at 67 Montpelier Circle; that he is the President of Brittany Commons Homeowners Association, Inc., the association described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of said association.

Karen Albright O'Loughlin

Notary Public

Karen Albright O'Loughlin
Notary Public, State of New York
Qualified in Ontario County
My Commission Expires 8/31/97

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



Return To:

BOX 170

BRITTANY COMMONS
BRITTANY COMMONS

Index DEEDS
Book 08877 Page 0584
No. Pages 0004
Instrument AMEND TO DECLAR
Date : 6/06/1997
Time : 11:21:00
Control # 199706060219
TT#
TT# TT 0000 017761
Employee ID KD

FILE FEE S \$ 4.75
FILE FEE C \$ 5.25
REC FEE \$ 12.00
\$.00
\$.00
\$.00
\$.00
\$.00
\$.00
\$.00
Total: \$ 22.00

MORTGAGE TAX

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

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

TRANSFER TAX

AMOUNT	\$	.00
Transfer Tax	\$	.00

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

Maggie Brooks, County Clerk



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AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS, RESTRICTIONS,
EASEMENTS, AND LIENS OF BRITTANY COMMONS
HOMEOWNERS ASSOCIATION, INC.

This instrument made this 6th day of February, 2005, is an Amendment to the Declaration of Protective Covenants, Restrictions, Easements, and Liens of Brittany Commons Homeowners Association, Inc. ("The Declaration") which was recorded in the Monroe County Clerk's Office in Liber 6665 of Deeds at page 115 on February 19, 1985.

WITNESSETH:

WHEREAS, the Board of Directors of Brittany Commons Homeowners Association, Inc. certify that pursuant to Section 10.01 of said Declaration, the applicable provisions of the Declaration have been followed herein or specifically waived by each and every Owner as defined in Section 1.09 of said Declaration; and

WHEREAS, sixty-six percent (66%) or more of all Lot Owners have approved this Amendment;

NOW, THEREFORE, the Declaration, Article II, Section 2.04, is hereby amended as follows:

ARTICLE II

Section 2.04. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to a **period not to exceed five (5) years from the year that the assessment is passed** for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, **provided that** any such assessment shall have the assent of two thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly called for such purpose.

Note: Old language is lined out.
New language is in bold print.

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110

Pursuant to Section 10.01 of the Declaration, there is attached to this Amendment a Certification of the Board of Directors of the Association certifying that the required consents of sixty six percent (66%) or more of the Lot Owners have been received and filed with the Board of Directors.

BRITTANY COMMONS HOMEOWNERS
ASSOCIATION, INC.

By Irwin Solomon
Irwin Solomon, President

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

On the 17 day of February in the year 2005, before me, the undersigned, a notary public in and for said state, personally appeared Juani Salomon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marcia C. Karch
Notary Public

MARCIA C. KARCH
NOTARY PUBLIC, STATE OF N.Y. MO? MY CO? EXPIRES 2-18-06

CERTIFICATION OF RECEIPT OF CONSENT
OF MEMBERS

The undersigned being X all, a majority of the Members of the Board of Directors of the BRITTANY COMMONS HOMEOWNERS ASSOCIATION, INC., (the "Association") do hereby certify, pursuant to Section 10.01 of the Brittany Commons Homeowners Association, Inc. Declaration recorded in the Monroe County Clerk's Office in Liber 6665 of Deeds at page 115 that:

1. The number of Lot Owners consenting thereto exceeds the minimum number required to amend pursuant to Section 10.01 of the Brittany Commons Homeowners Association, Inc. Declaration; and
2. All Lot Owners have been given or have waived the proper notice as required.

John D. Witherspoon

Stephen S. Parkey

Linette Koren

Margaret Streeter

Marian Kaul

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

On the 6TH day of February in the year 2005, before me, the undersigned, a notary public in and for said state, personally appeared JOHN D. WITHELSAON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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

CHARLES D. COLLINS, JR.
Notary Public, State of New York
Qualified in Ontario County
My Commission Expires 6/24/07

On the 7TH day of February in the year 2005, before me, the undersigned, a notary public in and for said state, personally appeared Stephen G Parker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

GREGORY A. BLAIR II
Notary Public, State of New York
No. 01BL6036451
Qualified in Ontario County
Commission Expires January 24, 2006

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

On the 22nd day of February in the year 2005, before me, the undersigned, a notary public in and for said state, personally appeared Lucretia Karch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marcia C. Karch
Notary Public

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

MARCIA C. KARCH
NOTARY PUBLIC, STATE OF N.Y. MONROE CO.
MY COMMISSION EXPIRES 2-28-06

On the 22nd day of February in the year 2005, before me, the undersigned, a notary public in and for said state, personally appeared Margaret Streeter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marcia C. Karch
Notary Public

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

MARCIA C. KARCH
NOTARY PUBLIC, STATE OF N.Y. MONROE CO.
MY COMMISSION EXPIRES 2-28-06

On the 22nd day of February in the year 2005, before me, the undersigned, a notary public in and for said state, personally appeared Marcia Karch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Frances G. Chilluffo
Notary Public

FRANCES G. CHILLUFFO
Notary Public, State of New York
No. 01CH5060812
Qualified in Monroe County
Commission Expires 5-28-2006

DIO (8)
[Handwritten initials]

AMENDMENT TO BYLAWS
OF BRITTANY COMMONS HOMEOWNERS
ASSOCIATION, INC.

This instrument made this 16 day of May, 2006, is an Amendment to the Bylaws of Brittany Commons Homeowners Association, Inc. ("The Bylaws") which are unrecorded. The Declaration of Protective Covenants, Restrictions, Easements and Liens was recorded in the Monroe County Clerk's Office in Liber 6665 of Deeds at page 115 on February 19, 1985.

WITNESSETH:

WHEREAS, the Board of Directors of Brittany Commons Homeowners Association, Inc. certify that pursuant to Section 10.01 of the Declaration, the applicable provisions of the Bylaws have been followed herein or specifically waived by each and every Owner as defined in Section 1.09 of said Declaration; and

WHEREAS, two-thirds (2/3rds) or more of all Members have approved this Amendment;

NOW, THEREFORE, the Bylaws, Article III, Section 3.2 is hereby amended as follows:

ARTICLE III

Section 3.2. Assessments

As more fully provided for in the Declaration, each Member is obliged to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent if the assessment is not paid within fifteen (15) days of the due date, it shall bear a late charge of Five Dollars (\$5.00); if the assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of 1.5% per month and and shall bear a late charge and interest in accordance with policies and procedures approved by the Board of Directors of the Association. If the assessment remains delinquent more than 30 days after the due date. The Association may bring an action of law against the Owner personally obligate to pay the assessment or foreclose its lien against the property, or both. Late charges, interest, costs and reasonable attorney's fees of such action

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CLERK

RECORDED

shall be added to the amount of such assessment. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose its lien against the property, or both, and Late charges, interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise relieve himself from liability for the assessment provided for him by non-use of the Common Facilities or abandonment of his Lot or by renunciation of membership in the Association.

Bylaws, Article III, Section 3.3 is hereby amended as follows:

Section 3.3 Annual Meeting.

The annual meeting of the members of the Association shall be held at ~~the principal office of the Association on the first Friday in February of each year, if not a legal holiday, and if a legal holiday, or on such other date as the Board of Directors shall, from time to time,~~ determine a location, and date determined by the Board of Directors and timely communicated to homeowners. **Other meetings**, for the purpose of ~~electing directors and for the transactioning of such other business, as may properly come before the meeting.~~ may be authorized by the Board of Directors.

Bylaws, Article IV, Section 4.1 is hereby amended as follows:

Section 4.1 Election.

The business and property of the Association shall be managed and controlled by the ~~seven (7) member Board of Directors who shall be elected annually by the members to hold office~~ **Terms are for three (3) years or until the election of their respective successors, except as hereinafter otherwise provided as to the election of directors to succeed the three (3) members shall be elected in the first year and 2 members shall be elected each of the following 2 years. Declarant appointed directors, and as to filling vacancies.** The Directors need not be members of the Association and shall be chosen by ballot at the annual meeting by a majority of the votes of the members, voting either in person or by proxy. ~~Provided, however, in years when~~ **If** there shall be more than one vacancy on the Board of Directors to be filled at an annual meeting **and if there shall be** are more nominees than vacancies ~~to be filled,~~ the President may hold a single ballot and declare the vacancies filled by the respective nominees receiving the greatest number of votes, so that one or

more Directors may be elected by a plurality of votes in lieu of a majority. ~~At the first annual meeting two directors will be elected, each for a term of three years; at the second annual meeting no directors will be elected unless the Declarant-appointed directors' terms have expired; but, if so, then three directors will be elected; two for a term of three years and one for a term of two years; at the third annual meeting, if no directors were elected at the second annual meeting, three directors will be elected, two for a term of three years and one for a term of two years.~~

Bylaws, Article IV, Section 4.6. is hereby amended as follows:

Section 4.6 Notices of Meetings. Notices of all Directors' meetings, except as otherwise provided, shall be given by mailing the same at least 3 days or by **telephoning** ~~telegraphing the same~~ at least one day before the meeting to the residence or business address of the Director. ~~but~~ Such notice may be waived by any Director. Regular Meetings of the Board of Directors may be held without this notice at such time and place as shall be determined by the Board. ~~Any business may be transacted at any director's meeting.~~ At any meeting at which every Director shall be present, even though without notice or waiver thereof, any business may be transacted.

Note: Old language is lined out.
New language is in bold print.

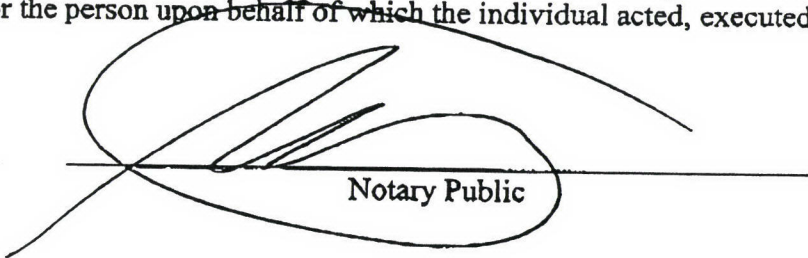
Attached to this Amendment a Certification of the Board of Directors of the Association certifying that the required consents of two thirds (2/3rds) or more of the Members have been received and filed with the Board of Directors.

BRITTANY COMMONS HOMEOWNERS
ASSOCIATION, INC.

By 

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

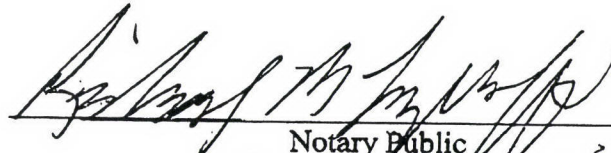
On the 16 day of May in the year 2006, before me, personally appeared Erwin Solomon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

RONALD S. SHUBERT
Notary Public, State of New York
Qualified in Erie County
My Commission Expires September 30, 2008

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

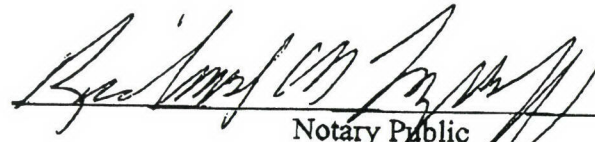
On the 16 day of May in the year 2006, before me, personally appeared Frank S. [unclear], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
my commission expires 2/29

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

On the 16 day of May in the year 2006, before me, personally appeared John D. Withers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
my commission expires 2/29

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

On the 16 day of May in the year 2006, before me, personally appeared Stephen S. Parker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Richard M. Joyce
Notary Public
my commission expires 2/28/2007

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

On the 16 day of May in the year 2006, before me, personally appeared Lynette Kooch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Richard M. Joyce
Notary Public
my commission expires 2/28/07

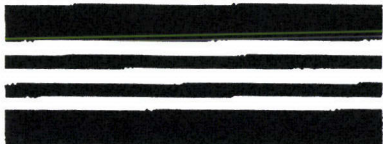
STATE OF NEW YORK)
)SS.:
COUNTY OF MONROE)

On the 16 day of May in the year 2006, before me, personally appeared Marcus Kooch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Richard M. Joyce
Notary Public
my commission expires 2/28/07

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MONROE COUNTY CLERK'S OFFICE



ARTICLE VIII

Return To:

RONALD S SHUBERT ESQ
3400 HSBC CENTER
BUFFALO NY 14203

Index DEEDS

Book 10301 Page 0518

No. Pages 0009

Instrument AMEND TO DECLAR

Date : 5/24/2006

Time : 3:13:00

Control # 200605240832

TT#

TT# TT 0000 020938

Employee ID JMC40

BRITTANY COMMONS HOMEOWNERS AS
SOCIATION INC
BRITTANY COMMONS HOMEOWNERS AS
SOCIATION INC

MORTGAGE TAX

FILE FEE-S	\$	19.00	MORTGAGE AMOUNT	\$	.00
FILE FEE-C	\$	8.00	BASIC MORTGAGE TAX	\$	.00
REC FEE	\$	27.00	SPEC ADDIT MTG TAX	\$.00
TRANS TAX	\$.00	ADDITIONAL MTG TAX	\$.00
	\$.00	Total	\$.00
	\$.00			
	\$.00			
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Total:	\$	54.00			

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

WARNING - THIS SHEET CONSTITUTES THE CLERKS ENDORSEMENT, REQUIRED BY SECTION 317-a(5) & SECTION 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH OR REMOVE.	TRANSFER AMT \$.00
	TRANSFER TAX \$.00

Cheryl Dinolfo
Monroe County Clerk



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AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS, RESTRICTIONS,
EASEMENTS, AND LIENS OF BRITTANY COMMONS
HOMEOWNERS ASSOCIATION, INC.

This instrument made this 16 day of May, 2006, is an Amendment to the Declaration of Protective Covenants, Restrictions, Easements, and Liens of Brittany Commons Homeowners Association, Inc. ("The Declaration") which was recorded in the Monroe County Clerk's Office in Liber 6665 of Deeds at page 115 on February 19, 1985.

WITNESSETH:

WHEREAS, the Board of Directors of Brittany Commons Homeowners Association, Inc. certify that pursuant to Section 10.01 of said Declaration, the applicable provisions of the Declaration have been followed herein or specifically waived by each and every Owner as defined in Section 1.09 of said Declaration; and

WHEREAS, sixty-six percent (66%) or more of all Lot Owners have approved this Amendment;

NOW, THEREFORE, the Declaration, Article VIII, Section 8.03, is hereby amended as follows:

ARTICLE VIII

Section 8.03. ~~No planting or gardening shall be done, and No fences, hedges, or walls shall be erected or maintained upon said Properties, except as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors of the Association. or their designated representative. No cutting significant trimming, cutting, watering, fertilizing, or modifying of plantings, trees, foliage, or shrubs planted around the dwellings or elsewhere around upon the Properties shall be done by anyone other than employees of the Managing Agent or of the Association, or persons duly authorized by the Board of Directors to perform such work. without approval by the Board of Directors~~ re: what is to be done and who will perform the work. Planting of trees, shrubs and other large items are the responsibility of and/or subject to approval of the Board of Directors. Homeowners may plant flowers and other small plants in garden areas, but are

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subject to restrictions if conditions so warrant. Larger plants and other locations are subject to approval of the Board. Watering is the Homeowners' responsibility, but may be restricted or disallowed and/or controlled by the Association, if conditions warrant and/or if such is not done in the quantity or method consistent with standards of and appropriate to Brittany Commons.

Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and ~~restricted~~ **restrained** from using any of said Properties outside the exterior building lines, and front and rear yard areas, except as may be allowed by this Declaration or by the Board of Directors of the Association. It is expressly acknowledged and agreed by all parties concerned that this Paragraph is for the mutual benefit of all Owners of Lots included in the Properties subject to this Declaration.

Declaration, Article VIII, Section 8.07 is hereby amended as follow:

Section 8.07. No animals or reptiles of any kind shall be raised, bred, or kept on the properties, except **Homeowners** may keep household pets inside their townhouse units. No more than one dog or cat shall be kept in any one townhouse without specific approval of the Board of Directors. ~~however, and any dog or cat must be kept on a leash at all times when outside of a townhouse on the Properties. No dog, cat, or other animal may be kept or left unattended on the grounds, in the garages or patios at any time, whether or not chained, caged or tethered.~~ **At all times when outside of the townhouse on the Properties, any one dog or cat or animal must be properly restrained. When standard restraint methods are determined by the Board to be insufficient or not appropriate for that pet, additional restraint methods may be mandated by the Board of Directors. Restraint also applies to in the garage and in the patio. Any pet waste shall be promptly and properly disposed of by the owner or resident of the townhouse in which the pet is kept. No pet waste shall be deposited or left anywhere on the grounds. The Board of Directors may, in their sole discretion, require that any animal which a majority of the Directors deem to be a nuisance, or which has been kept in violation of any of these restrictions, or the Owner of which has repeatedly failed to observe and comply with these restrictions or any rules promulgated by the Directors in connection therewith, be permanently removed from the Properties upon three (3) days written notice to the Owner or occupant harboring the same animal. Any dog, cat, or other animal found on the properties outside of a townhouse which is not on a leash or in a cage or similar **approved** restraint, or which has been left unattended, may be summarily removed by the Association or the Managing Agent, or ~~their~~ **its****

employees, and delivered to the custody of any local or municipal authority with power to impound the same. ~~These actions will be without any liability on the part of~~ to the Association, ~~or its Directors, Managing Agent or~~ **and its employees**, for such removal.

Article VIII, Section 8.12 is deleted in its entirety and replaced with the following:

Section 8.12. No advertising signs, except one single "For Rent" or "For Sale" sign shall be placed on nor permitted to remain on any dwelling unit or property, without the expressed written consent of the Board of Directors. Such For Rent and For Sale signs may not exceed 6 (six) square feet and must be removed immediately upon the renting or sale of the townhouse.

The Association shall have the right to design, fabricate and install one or more permanent signs identifying the development, in a location of its choice. Maintenance of these latter signs shall be the responsibility of and at the expense of the Association.

Note: Old language is lined out.
New language is in bold print.

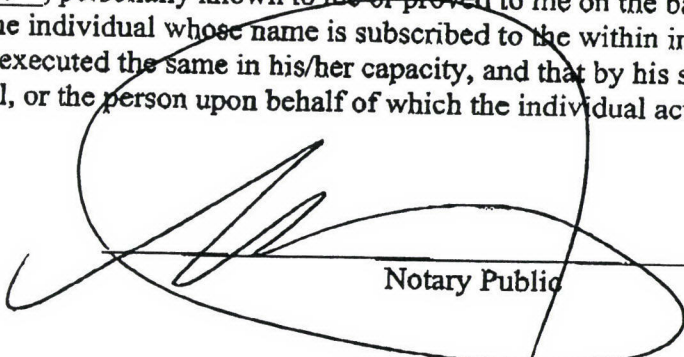
Pursuant to Section 10.01 of the Declaration, there is attached to this Amendment a Certification of the Board of Directors of the Association certifying that the required consents of sixty six percent (66%) or more of the Lot Owners have been received and filed with the Board of Directors.

BRITTANY COMMONS HOMEOWNERS
ASSOCIATION, INC.

By Jewell S. Downer

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

On the 16th day of May in the year 2006, before me, the undersigned, personally appeared Iwan Solomon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

RONALD S. SHUBERT
Notary Public, State of New York
Qualified in Erie County
My Commission Expires September 30, 2008

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

On the 16 day of May in the year 2006, before me, personally appeared JOHN WITHERSPOON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Maureen Kaul
Notary Public
My Commission expires 4/28/10

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

On the 16 day of May in the year 2006, before me, personally appeared STEPHEN PARKER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Maureen Kaul
Notary Public
My Commission expires 4/28/10

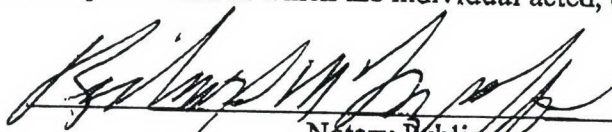
STATE OF NEW YORK)
)SS.:
COUNTY OF MONROE)

On the 16 day of May in the year 2006, before me, personally appeared LIBETTE KIRBY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Maureen Kaul
Notary Public
My Commission expires 4/28/10

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

On the 16 day of May in the year 2006, before me, personally appeared MARUAKAOK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
my commission expires
2/28/07