

EXHIBIT C

BY-LAWS

OF

DEVONSHIRE HOMEOWNERS ASSOCIATION, INC.

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DEVONSHIRE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. "Name and Location". The name of the corporation is DEVONSHIRE HOMEOWNERS ASSOCIATION, INC. The principal office of the corporation shall be located at 1280 Scottsville Road, Rochester, Monroe County, New York, but meetings of members and directors may be held at such places within the State of New York, Monroe County, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the DEVONSHIRE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the owner, whether now or hereafter owned, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, unless or until such secured parties have acquired title pursuant to a foreclosure, or

any proceedings in lieu of foreclosure.

Section 3. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration. It shall be appurtenant to and may not be separated from such Lot ownership.

Section 4. "Common Area" shall mean all real property which will be conveyed to the Association pursuant to the Declaration for the common use and enjoyment of its members as shown on a map of the Properties, entitled the Devonshire Village Subdivision Section 1, which maps are filed in the Monroe County Clerk's Office in Liber 224 of Maps at page 73 and in Liber 225 of Maps at page 99.

Section 6. "Common Facilities" shall mean all improvements located on the Common Area for the common use and enjoyment of the Association and its members.

Section 7. "Lot" shall mean and refer to any plot of land shown upon the filed subdivision map of the Properties, with the exception of the Common Areas, which is or will be, improved by one unit dwelling structure.

Section 8. "Unit Dwelling Structure" shall mean and refer to a dwelling structure erected on a unit Lot, attached and separated from other like dwelling structures by one or more common party walls, each being capable of separate ownership and designated for occupancy by a single family.

Section 9. "Maps" shall mean and refer to any and

all subdivision maps recorded or filed, from time to time, in the Monroe County Clerk's Office covering the Properties.

Section 10. "Declarant" shall mean and refer to Lancaster Homes, Inc., their successors and assigns if such successor or assign should require more than one undeveloped Lot from the Declarant for the purpose of development.

Section 11. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Monroe County Clerk's Office.

ARTICLE III

MEMBERSHIP: MEETING OF MEMBERS

Section 1. "Exercise of Rights and Privileges".

The exercise of membership rights and privileges are contingent upon payment of any and all assessments provided for in the Declaration. The Association has the right to suspend the use of any facilities on the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulation.

Section 2. "Annual Meetings". The first annual meeting shall be held within 1 year from the date of incorporation of the Association. Each subsequent regular annual meeting shall be held on the fourth Tuesday of April of each year thereafter, at the hour of 7:30 o'clock p.m. or at such other

times during the day as is more convenient for the majority of said Members. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. "Special Meetings". Special meetings of the Members may be called at any time by the president, by the vice president or by 2 or more members of the Board of Directors, or upon written request of the Members who are entitled to cast one-fourth of all of the votes of Class A Membership.

Section 4. "Notice of Meetings". Written notice of each meeting shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy thereof, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat. Such notice shall specify the purpose, place, day and hour of the meeting.

Section 5. "Quorum". The presence at the meeting of Members, or of proxies, entitled to cast one-half of the votes of the Members entitled to vote shall constitute a quorum for any actin except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at proxies at any meeting, the Members present and entitled to vote thereat shall have the power to adjourn the meeting

from time to time, without notice other than announcement at the meeting, until a quorum, as aforesaid, shall be present or be represented by such proxies.

Section 6. "Proxies". At all meetings of Members, the casting of votes may be accomplished in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of that Member's Lot.

Section 7. "Notice and Quorum for Raising Maximum Maintenance Assessments and Levying Special Assessments". Written notice of any meeting called for the purpose of raising maximum maintenance assessment or levying special assessments as is more particularly described in Article V, Section 4 of the Declaration, shall be sent to all Members, not less than 30 days, nor more than 60 days, in advance of the meeting. The presence of Members or of proxies entitled to cast two-thirds of all the Members entitled to vote shall constitute a quorum for: a) any first meeting in any year called for the increase in maintenance assessments; or b) any first meeting called for the levying of a special assessment.

If the required quorum, as described in the preceding paragraph, is not present, a second meeting may be called subject to the same notice requirement and the required quorum at the second meeting shall be two-thirds of all votes of

each class of membership.

No such second meeting or subsequent meeting shall be held later than 60 days following the preceding meeting.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. "Number". The affairs of the Association shall be managed by a Board of Directors, who need not be Members of the Association. The number of the Board of Directors shall not be less than three but not more than five.

Section 2. "Initial Board of Directors". Until the first annual meeting, the names and addresses of the Directors shall be as follows:

John H. Post, President
1280 Scottsville Road
Rochester, New York 14624

Ronald Prieskorn, Vice President
1280 Scottsville Road
Rochester, New York 14624

Elizabeth L. Majewski, Secretary
1280 Scottsville Road
Rochester, New York 14624

The initial Board of Directors shall be Declarant, who is authorized to choose the Directors until all 236 units are transferred, or 5 years after transfer of the first unit, whichever occurs first.

Section 3. "Term and Election". At such time as the Members become empowered to elect a Board of Directors, they shall elect three Directors, the person receiving the

greatest number of votes serving for 3 years, the person receiving the next highest number of votes serving for 2 years and the person receiving the next highest number of votes serving for 1 year. Thereafter and at each annual meeting the Members shall elect one Director to serve for 3 years.

Section 4. "Removal". Any Director may be removed from the Board with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, that Director's successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of said Director's predecessor.

Sectin 5. "Compensation". No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of that Director's duties.

Section 6. "Action Taken Without a Meeting". The Directors shall have the right to take any action in the absence of a meeting which they could take at such meeting by obtaining the written approval of all the Directors. Any action or approval shall have the same effect as though taken as a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. "Regular Meetings". Regular meetings

of the Board of Directors shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board. The first meeting of the Board of Directors will be within 90 days after the transfer of title of the first unit. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of the regular meetings shall be given to each Director personally or by mail, telephone or telegram at least 3 days prior to the day named for the meeting unless such notice is waived.

Section 2. "Special Meetings". Special meetings of the Board shall be held when called by the president or vice president of the Association, or by any two Directors, after not less than 3 days notice to each Director to be given personally, by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be equivalent to the giving of notice.

Section 3. "Quorum". A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which quorum is present, shall be regarded as the act of the Board.

If, at any meeting of the Board there be fewer than a quorum, the Directors present shall adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 4. "Action Without Meeting". Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all of the members of the Board consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. "Powers". The Board of Directors shall have the power, in addition to the other powers already enumerated herein, to:

A. Exercise for the Association all powers, duties and authority of the Association, as vested in or delegatd to it by and through the Declaration, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

B. Establish, levy, collect and enforce all regular and special assessments on the Common Area and Common Facilities by any lawful means pursuant to the terms of the Declaration;

C. Pay all expenses incurred by the Association in the conduct of its business, including all licenses, taxes and other governmental charges;

D. With the consent of two-thirds of the members:

(1) Acquire by gift, purchase or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(2) Borrow money for the purpose of improving the Common Area and Common Facilities, and in aid thereof, and with the consent of two-thirds of the Members, mortgage, pledge, deed in trust or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred;

(3) Dedicate, sell or transfer any or all of the Common Area or Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two-thirds of the Members have agreed to same in writing;

E. Participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes, provided such merger or consolidation shall have the consent of two-thirds of the Members;

F. In the event that the Class B membership still exists or Lancaster Homes, Inc. controls the Board of Directors, then no action under D and/or E above may be taken without the consent of two-thirds of the Members of Class A.

G. Adopt and publish Rules and Regulations governing the use of the Common Area and Common Facilities, and the personal conduct of the Members, their families and guests thereon, and to establish penalties for the infraction thereof.

H. Declare the office of a Member of the Board to be vacant in the event such Member shall be absent from three consecutive regular meetings of the Board of Directors.

I. Employ a manager, independent contractor, managing agent, or such other employees as the Board deems necessary and to prescribe their duties so as to facilitate the efficient operation of the Properties, the Common Area and Common Facilities. It shall be the primary purpose of such management to provide for the administration, management, repair and disbursement of funds as may be authorized by the Board of Directors. The term of such agreements shall be determined by the Board, and shall be subject in all respects to the Articles of Incorporation, these By-Laws and the Declaration;

J. Have and exercise any and all powers, rights and privileges which a corporation organized under the Not-For-

Profit Corporation Law of the State of New York by law may now or hereafter have or exercise.

Section 2. "Duties". It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all of its acts and corporate affairs and to regularly present a written report thereon in compliance with New York statutes to the Members at the annual meeting of the Members, or at any special meeting to present a written report only when same is requested in writing by at least one-fourth of the Members who are entitled to vote;

B. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

C. As more fully provided in the Declaration, to:

(1) Fix the amount of regular, insurance and special assessments to be assessed and levied against each Lot at least 30 days in advance of such assessment and levy, as provided in the Declaration;

(2) Send written notice of each assessment to every Owner of a Lot subject thereto at least 30 days in advance of such assessment and levy;

(3) Foreclose the lien against any Lot for which assessments are not paid within 30 days after their

due date, or to bring an action at law against the Owner thereof personally obligated to pay the same;

D. Issue, or cause an appropriate Officer to issue, upon demand by any person, a Certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. If a Certificate states an assessment has been paid, such Certificate shall be conclusive evidence of such payment;

E. Procure adequate liability and/or casualty insurance for the units, Common Area and Common Facilities;

F. To assure the maintenance, repair and operation of all Association property for the common use and enjoyment of unit Owners;

G. Cause all officers or employees having fiscal responsibilities to be bonded, as the Association may deem appropriate; and

H. Cause to be prepared annual fiscal statements of the Association which are to be mailed to each Member by April 15 of each year.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. "Enumeration of Officers". The Officers of this Association shall be a president and vice president, who shall, at all times, be Members of the Board of Directors,

a secretary and a treasurer, and such other officers as the Board may, from time to time by resolution create.

Section 2. "Election of Officers". The election of Officers shall take place at the first meeting of the Board following each annual meeting of the Members of the Association. Election shall be by a majority vote.

Section 3. "Term". The Officers of this Association shall be elected annually by the Board and each shall hold office for one year unless that Officer shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. "Special Appointments". The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. "Resignation and Removal". Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. "Vacancies". A vacancy in any office may be filled by appointment by the Board. The Officer appointed

to such vacancy shall serve for the remainder of the term of the Officer replaced.

Section 7. "Multiple Offices". The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. "Duties". The duties of the Officers shall be as follows, or as may be later be established by written resolution of the Board of Directors:

A. President: The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign, when appropriate, all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

B. Vice President: The vice president shall act in the place and instead of the president in the event of the president's absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of such officer by the Board.

C. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said

seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses.

D. Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board; co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

E. The compensation, if any, of all Officers and employees of the Association shall be fixed by the Board of Directors. However, a Member of the Board shall not be entitled to compensation for his services as such, but he may be reimbursed for any out-of-pocket expenses incurred on behalf of the Association. This provision shall not preclude the Board of Directors from employing a Director as an Officer or employee of the Association.

ARTICLE VIII

FISCAL MANAGEMENT

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

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

B. "Budget". The Board of Directors shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Association in the manner provided for in the Declaration.

C. "Fiscal Year". The fiscal year of the Association shall begin on the 1st day of December and end on the 30th day of November of every year, except that the first fiscal year shall begin on the date title to the first unit is transferred to a purchaser.

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

E. "Audit". An audit of the accounts of the Association including a summarization of receipts and expenditures, shall be made annually at the end of each fiscal year by a certified public accountant, selected by the Board, and a copy of the report, including the summarization of receipts and expenditures for the year, shall be furnished to each member.

F. "Fidelity Bonds". Fidelity bonds shall be required by the Board of Directors for all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors, but shall be at least the amount of the total annual assessments against Members. The premium on such bonds shall be a common expense and be paid by the Board of Directors.

ARTICLE IX

LIABILITY OF THE BOARD OF DIRECTORS

In order to limit the liability of the unit Owners, any contract agreement or commitment made by the Board of Directors shall state that it is made by the Board of Directors as agent for the unit Owners as a group only and that no Member of the Board of Directors nor individual unit Owner shall be liable for such contract, agreement or commitment, except that every unit Owner shall be liable to the extent that his proportionate interest in the Common Areas bears

to the total liability under such commitment. The Board of Directors shall have no liability to the unit Owners in the management of the Association except for willful misconduct or bad faith and the unit Owners shall severally indemnify all members of the Board of Directors in accordance with their duties as such Members except for acts of willful misconduct or acts made in bad faith. Such several liability of the unit Owners shall, however, be limited to the extent that his proportionate interest in the Common Area bears to the total liability of the Members of the Board of Directors.

ARTICLE X

COMMITTEES

The Board of Directors may appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased

at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association, the assessments set out therein which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the maximum permissible rate and the association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of that Owner's Lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: DEVONSHIRE HOME-OWNERS ASSOCIATION, INC., CORPORATE SEAL.

ARTICLE XIV

AMENDMENTS

Section 1. "Amendment". These By-Laws may be amended

at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. "Conflicts Between Documents". In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

SECRETARY

FIRST AMENDMENT TO BY-LAWS

This first Amendment to the By-Laws of the Devonshire Homeowner's Association, Inc. is made as of the 28th day of April, 2009.

1. Article VI, Section 1(D)(2) shall be amended to read as follows:

“[The Board of Directors shall have the power to] borrow money for the purpose of improving the Common Area, Common Facilities and Units, and in aid thereof, and with the consent of two-thirds of the Members, mortgage, pledge, deed in trust or hypothecate any and all of its real or personal property as security for the money borrowed or debts incurred;”

2. Except as amended herein, the By-Laws are hereby reaffirmed and in full force and effect.

DEVONSHIRE HOMEOWNER'S ASSOCIATION, INC.

BY: Barbara Viets
Secretary

**FIRST AMENDMENT TO DECLARATION
OF 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 ____day of _____, 201_, which original Declaration was recorded June 20, 1984 in the Monroe County Clerk's Office in Liber 6724 of Deeds at page 86 (the "Declaration").

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

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

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

WHEREAS, if the Association is to repair and replace windows and doors of all homes, assessments will have to be significantly increased; and

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

WHEREAS, the Declaration currently requires a 75% vote of Lots to amend the Declaration and this is hard to attain; and

WHEREAS, a 66 2/3% vote of Lots 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, any type of exterior doors, or parts thereof. The Association shall also be responsible for landscape maintenance and snow removal of the driveways and maintenance and repair of the walkways, driveways, and facilities comprising the Common Properties. Such exterior maintenance shall not include the snow shoveling or salting of individual walkways. 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 may 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:

This Declaration may be amended by an instrument signed by the owners of at least sixty six and two-thirds percent (66 2/3%) of the Lots. 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.

I hereby certify that the above Amendment of the Declaration was approved by at least one Owner each of the required 75% of the Lots.

DEVONSHIRE HOMEOWNERS ASSOCIATION, INC.

By: _____
President