

**CERTIFICATE OF AMENDMENT OF THE BY-LAWS OF
THE COLONY AT SOUTHAMPTON CONDOMINIUM**

Pursuant to the provisions of Article XI of the By-Laws of THE COLONY AT SOUTHAMPTON CONDOMINIUM, having an office at c/o Morley Property Management, Inc., 186-D8 West Montauk Highway, Hampton Bays, New York 11946, the undersigned, being respectively the President and Secretary of the Board of Managers of the above-named Condominium, hereby certify as follows:

FIRST: The name of the Condominium at the time the Declaration and By-Laws were filed in the Office of the Suffolk County Clerk was THE COLONY AT SOUTHAMPTON CONDOMINIUM. The real property comprising the Condominium is more particularly described on Schedule A annexed hereto.

SECOND: The Declaration and By-Laws of THE COLONY AT SOUTHAMPTON CONDOMINIUM were filed in the Office of the Suffolk County Clerk on the 22nd day of March, 1985 in Liber 9757 at page 322.

THIRD: The By-Laws of THE COLONY AT SOUTHAMPTON CONDOMINIUM are amended as authorized by Article XI thereof as follows:

Article V, Section 9 shall read as follows:

ARTICLE V. OPERATION OF THE PROPERTY

Section 9. Abatement and Enjoinment of Violations by Unit Owners.

The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws (a) upon reasonable notice to the home owner, to enter the home in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting home owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provision hereof (provided, however, that no prior notice shall be required in the event that the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property or for the safety of the residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or the continuance of any such breach; and/or (c) to issue a fine against the home owner for any such violation or breach committed or created by the home owner, family member, tenant, guest or other person for whom the home owner is responsible, upon reasonable notice to the home owner, pursuant to a fine schedule established by the Board of Managers and mailed to all home owners, which schedule may be amended from time to time by the Board of Managers.

Article VII, Section 1(b) shall read as follows:

ARTICLE VII. SALES, LEASES AND MORTGAGES OF HOMES

Section 1. Sales And Leases.

(b) Any home owner may lease his or her home provided he or she gives prior notice of such lease to the Board of Managers and provided he or she complies with any and all rules and regulations established by the Board of Managers regarding the leasing of homes within the Condominium and provided he or she pays a rental fee required by the Board of Managers, if any, in an amount to be determined by the Board of Managers at its sole discretion. The Board of Managers shall hereby be authorized, with or without the consent of the home owner, to terminate any lease entered into by a home owner and tenant and to evict the tenant in the event any lease is entered into between a home owner and tenant that fails to comply with the Condominium By-Laws, Declaration and/or rules and regulations. The Board of Managers shall also be authorized to terminate any such lease and evict the tenant at any time during the tenancy, with or without the consent of the home owner, in the event the tenant is in violation of the Condominium By-Laws, Declaration and/or rules and regulations.

FOURTH: The foregoing Amendments to the By-Laws of THE COLONY AT SOUTHAMPTON CONDOMINIUM, were duly authorized by a vote of the Board of Managers at a meeting of the Board held on 24 day of July, 2010.

IN WITNESS WHEREOF, the undersigned have signed this Certificate on the 30 day of OCTOBER, 2010.



Brian Davis, President



Richard Laino, Secretary

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

On the 30 day of OCTOBER, 2010, before me, the undersigned, personally appeared BRIAN DAVIS, personally known to me or proved to be 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.

Mariah Dubanevich
Notary Public

MARIAH DUBANEVICH
Notary Public, State of New York
No. 01DU6143853
Qualified in Suffolk County
Commission Expires 6/28/2014

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

On the 30 day of OCTOBER, 2010, before me, the undersigned, personally appeared RICHARD LAINO, personally known to me or proved to be 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.

Mariah Dubanevich
Notary Public

MARIAH DUBANEVICH
Notary Public, State of New York
No. 01DU6143853
Qualified in Suffolk County
Commission Expires 6/28/2014