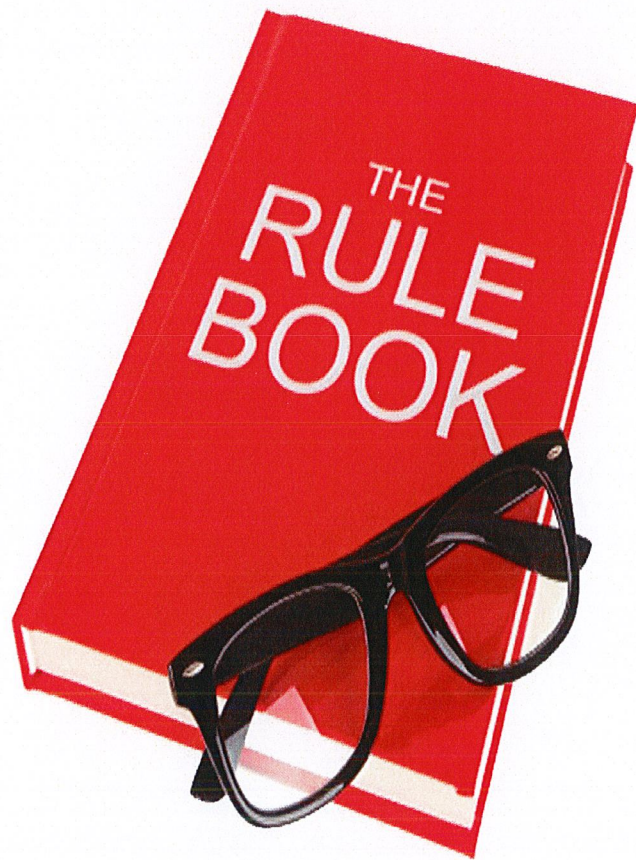


COLONIAL PARKWAY

RULES & REGULATIONS



As of December 2020

proportion to their respective common interests, after first paying out of the share of each Home Owner the amount of any unpaid liens on his Home, in the order of the priority of such liens.



ARTICLE VIII. HOUSE RULES AND REGULATIONS

Section 1. In addition to the other provisions of these By-Laws, the following House Rule and Regulations and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Directors shall govern the use of the Homes and the conduct of all residents thereof.

Section 2. All Homes shall be used for single family residence purposes as such term is defined in the Declaration.

[Re: Section Three of the Declaration of Condominium, titled "Definition", Paragraph (b) description of the terms "Single Family" or "One Family".]

Section 3. Owners of Homes shall not use or permit the use of the premises in any manner which would be disturbing or a nuisance to other said Owner, 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.

Planting of Gardens - approval of any gardens, trees or shrubs must be obtained from the Board. They must be neatly maintained (weeded and edged). If a resident who has a garden moves, the garden must either be dismantled or arrangements made with another resident to maintain it. No planting will be allowed in front of the buildings. Jardinieres of plants will be permitted on the porches. [Adopted by Board, 5/17/83]

Section 5. Every Home 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 Home Owner or such other person for whose conduct he is legally responsible.

Section 6.

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

(b) All the repairs to internal installations of the Home located in and servicing only that Home, such as gas, power, telephones and sanitary installations shall be at the Home Owner's expense.

Section 7. An owner shall not make structural modifications to the Home or other alterations without the written consent of a majority in common interest of the Home Owners. Consent may be requested through the management agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Home Owners shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Fireplaces may not be installed and staircases must be approved by the Board before installation may begin. [Adopted by Board, 11/19/84]

All electrical work done in the common areas must be done by a licensed electrician. [Adopted by Board, 4/19/83]

Section 8.

(a) No Home Owner shall paint the exterior surfaces of the windows and doors opening out of his Home.

(b) No person shall park a vehicle or otherwise obstruct any Home Owners use of or ingress or egress to a private garage.

(c) The drives, sidewalks, and courtyards shall not be obstructed or used for any other purpose than ingress to and egress from Homes, nor shall objects be left or stored in the common areas.

Realtor Signs for "Open House" purposes are allowed as needed. Open House is allowed for two hours only on Sunday afternoons and signs are to be located in the common areas in front of the Building where the home is for sale. All signs must be removed promptly when the Open House is ended. [Adopted by Board, 4/18/88]

(d) No article shall be hung or shaken from windows or balconies or placed upon exterior window sills.

(e) Each Home Owner shall keep his Home in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substance.

(f) No awning, radio or television antennae shall be attached to or hung from the exterior of the building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building except such as shall have been approved in writing by the Board of Directors or the Managing Agent, nor shall anything be projected from the -windows of any Home without similar approval.

(g) Home Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any building.

(h) No Home Owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Home any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.

(i) A minimum temperature of 55 degrees Fahrenheit shall be maintained in each Home at all times so as to prevent damage to common facilities servicing other Homes in the same building.

(j) No boats, trailers, recreational vehicles or motor homes shall be parked or stored within the community at any time. No snowmobile, jet ski, sail board or other personal watercraft may be parked or stored on any driveway or in any common area at any time.

(k) The Maximum speed limit permitted upon the streets and drives of the community shall not exceed the rate of 25 miles per hour.

(l) Each Home Owner must deposit with the Board of Directors or the Managing Agent a working key to such Home Owner's Home within the community. Any key to a Home Owner's Home or other personal keys to a Home Owner's automobile, trunk or other item of personal property given by a Home Owner or by any member of his family or by his agent, servant, employee, licensee or visitor to the Board of Directors or to the Managing Agent, its employees, representatives or agent, are provided at the Home Owner's sole risk and neither the Board of Directors nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith except to the extent of said Board of Directors' or Managing Agent's gross negligence.

(m) All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with the rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Home Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Home Owner's Home.

(n) No Home Owner shall make or permit any disturbing noises in the building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Home Owners. No Home Owner shall play upon or suffer to be played upon any musical instrument, or to operate or permit to be operated a phonograph or a radio or television set or other loud speaker in such owner's Home between the hours of twelve o'clock midnight and the following seven o'clock a.m., if the same shall disturb or annoy other occupants of the building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of ten p.m., and the following nine a.m.

(o) Water-closets or other water apparatus in the Building shall not be used for any purpose other than those for which they were designated, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Home shall be repaired and paid for by the owner of such home.

(p) No occupant of the building shall send any employee of the Board of Directors or of the Managing Agent out of the buildings on any private business.

(q) The agents of the Board of Directors or the Managing Agent, and any contractor or workman authorized by the Board of Directors or the Managing agent may enter any room or Home in the building at any reasonable hour of the day for the purpose of inspecting such Home for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

(r) The Board of Directors or the Managing agent may also retain a pass-key to each Home. The Home Owner shall not alter any lock or install a new lock on any door leading to his Home without the written consent of the Board of Directors or the Managing agent. If such consent is given, the Board of Directors or the Managing agent shall be provided with a key.

(s) The Board of Directors or the Managing Agent may from time to time curtail or relocate any portion of the common areas devoted to storage or service purposes.

(t) Complaints regarding the service of the building shall be made in writing to the Board of Directors or to the Managing Agent.

(u) Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

(v) Clothes or other articles shall not be dried or aired on the roof or from a balcony.

(w) Home Owners will faithfully observe the following procedures with respect to the storage and collection of garbage or refuse: (a) no bundles or boxes of garbage or refuse shall be stored on or about the exterior of the Community or in the common areas; and (b) each Homeowner is responsible for the storage and disposal of his own garbage or refuse in compliance with directions posted and distributed by the Board of Directors. [Amendment to (b) adopted by Board 2/20/89]

(x) Pets prohibited:

(1) No Home Owner or Resident may acquire a pet after April 15, 1980. Pets owned by condominium unit owners prior to April 16, 1980 may remain during the pet's lifetime but such pet may not be replaced nor any substitution made thereof. Presently owned dogs must be leashed at all times when permitted to be in common areas of the Condominium, either inside or outside. Home Owner or Resident must immediately remove any soil of an inside or outside common area made by his or her pet. At no time may any Home Owner or Resident harbor or

maintain any pet that is not owned by such Home Owner or Resident of the Condominium. For the purpose of this House Rule and Regulation, a pet shall include but not be limited to any bird, mammal, reptile or rodent. No domestic farm animals (chickens, ducks, rabbits, turkeys, pigs, goats, etc.) whatsoever shall be permitted under any circumstances.

(2) In the event that of a violation by any Resident or Home Owner or any, guest, invitee, family member or other agent of any Resident or Home Owner of this provision of the House Rule and Regulations, notice shall be given to the violator, in writing, which notice shall advise the violator that unless the pet is permanently removed from the condominium unit owned or occupied by the violator within ten (10) days of the date of the notice, a fine will be levied by the Board of Directors or its Managing Agent and continue to accrue against the violator and his condominium unit owned or occupied until such time as the pet is permanently removed from the premises as follows:

- (i) \$10 per day for each day the pet remains from the 10th consecutive day after the date of the written notice of violation until the 15th consecutive day after the date of the written notice of violation;
- (ii) \$25 per day for each day the pet remains from the 16th consecutive day after the date of the written notice of violation until the 20th consecutive day after the date of the written notice of violation;
- (iii) \$30 per day for each day the pet remains from the 21st consecutive day after the date of the written notice of violation until the 25th consecutive day after the date of the written notice of violation;
- (iv) \$50 per day for each day the pet remains from the 26th consecutive day after the date of the written notice of violation until the 30th consecutive day after the date of the written notice of violation; and
- (v) \$100 per day for each day thereafter that the pet remains until the pet is permanent removed.

(3) In the event that any fine levied under this House Rule and Regulation is not timely paid to the Condominium, or its Board of Directors or Managing Agent is compelled to consult with legal or other professional counsel to extinguish a violation or to otherwise enforce this House Rule and Regulation prohibiting pets, including but not limited to the commencement of a legal action, all unpaid fines and expenses incurred, including but not limited to legal and other professional fees shall be and shall constitute a binding, personal obligation of the violator and shall be and shall constitute a lien on the Home Owner's Home or lot or other portion of the property owned by the violator in the same manner that an unpaid Common Charge constitutes a lien as set forth in Article Twelfth (Common Charges) of the Declaration and Article VI (Finances) of these By-laws and the Condominium and its Board of Directors or Managing Agent shall have the same rights and remedies to enforce the lien occurring as a consequence of a violation of this prohibition against pets as it has to enforce the lien occurring as a consequence of non-payment of Common Charges as set forth in Article Twelfth (Common Charges) of the Declaration and Article VI (Finances) of these By-laws.

(4) The rights and remedies granted to the Condominium, its Board of Directors and Managing Agent under this House Rule and Regulation are expressly in addition to and not in lieu of any other rights and remedies granted to the Condominium, its Board of Directors or Managing Agent by the Declaration, the By-Laws and the Rules and Regulations promulgated thereto.

[Amended and adopted by Board 7/26/99 and recorded in the Monroe County Clerk's Office at Liber ____ of Deeds, Page _____ and further modified and adopted by the Home Owners on 9/22/99 at the annual meeting of Home Owners.]

(y) Late charge -- Effective January 1, 1989, a charge of Ten Dollars (\$10), shall be made against any homeowner who is ten (10) or more days delinquent in payment of his Common Charges. [Adopted by Board 9/19/88]

(z) Garage, House or Tag Sales -- No garage, house, tag or any other type of household sales are allowed. [Adopted by Board 4/18/80]

(aa) Smoking Prohibited in Common Areas. No smoking or carrying of lit cigarettes, cigars or pipes shall be permitted in any Common Areas of the Condominium, including but not limited to hallways, stairwells, foyers and the Condominium grounds.

(bb) Interference with Maintenance and Repairs. No Home Owner or Resident shall harass, obstruct or otherwise interfere in any manner with any duly authorized person hired by the Board of Directors or the Managing Agent to perform repairs, maintenance and/or improvements to the interior or exterior of a condominium unit or of any Common Area. For purposes of this House Rule and Regulation, the term "duly authorized persons" shall include but shall not be limited to electricians, plumbers, carpenters, painters, wall covering contractors, roofers, carpet or floor cleaners, groundskeepers, landscapers, snow and/or refuse removal personnel, house keeping staff, etc.).

Section 9. Rental of Homes. *See revision*

a. A Home Owner may only lease or rent his Home to a tenant pursuant to a written lease on a single occasion during any consecutive, twelve month period beginning on the date of commencement of the lease term for that tenant's sole use and occupancy during such twelve month period. To facilitate and protect the health, welfare and safety of all Home Owners and Residents of the Condominium, many of whom are elderly, no Home Owner shall be permitted to lease his Home for use by any person, corporation, limited liability company, partnership or other business entity or its representatives, agents, successors or assigns to provide temporary housing for transient employees or other tenants in possession and resident in the condominium unit for a period of less than twelve consecutive months. Subleasing by a proper tenant shall be permitted only on prior approval of the Board of Directors as evidenced by a resolution duly adopted at a meeting of the Board of Directors. [Revision adopted by Board 2/20/89]

b. All leases of the condominium unit shall be in writing and shall comply with the provisions of the Declaration of condominium regarding "one family occupancy" as well as these By-laws and the House Rules and Regulations. No month to month tenancies shall be permitted without prior approval of the Board of Directors as evidenced by a resolution duly adopted at a Meeting of the Board of Directors.

c. All tenants or occupants under a lease must comply with all provisions of the Declaration of Condominium, the By-Laws and the House Rule and Regulations of the Condominium. The owner of a leased unit shall be held responsible for any and all infractions of such regulations by a tenant or other occupant. Any lease entered into for rental of a Condominium unit must contain a clause pursuant to which the tenant acknowledges that he has received a copy of the House Rule and Regulations of the Condominium.

d. Any lease of a condominium unit shall also specifically provide that any violation of any provision of the Declaration, the By-Laws or the House Rule and Regulations of the Condominium shall be a breach of the tenant's obligations under the lease and grounds for termination of the lease.

e. In the event a tenant shall violate any provision of the Declaration, By-Laws or House Rule and Regulations of the Condominium the Board of Directors shall notify the tenant and the Home Owner of said violation. The Home Owner shall be responsible for remedying any continuing violation within ten (10) days of the date of such notice. If the violation is not remedied within such ten (10) day period, or if the Board of Directors shall determine that the violation is of such a nature as to justify termination of the lease, then the Board shall notify the Home Owner to immediately institute and diligently pursue, at the Home Owner's sole cost and expense, an action in an appropriate court to remove the tenant from the condominium unit based upon the breach of the lease and/or for violation of the Declaration, By- Laws or House Rule and Regulations . In the event the Home Owner fails to fulfill his obligation to pursue such an action, the Board shall have the right, but not the duty, to institute and pursue such an action as attorney-in-fact for the Home Owner r at the Home Owner's sole cost and expense, including but not limited to court costs, expenses and legal and other professional fees incurred.

f. The Board of Directors shall make available upon request a form lease which meets all requirements of this section.

The Board of Directors of the Managing Agent shall be provided by the Home Owner with a copy of the written lease for a condominium unit at least five (5) days prior to the commencement of the lease period, as well as the full name, address, telephone number and social security number of each and every tenant. The Home Owner shall also provide to the Board of Directors or the Managing Agent the permanent address and emergency telephone numbers of the Home Owner.

g. Notwithstanding any provision of any lease to the contrary, the Home Owner shall remain primarily and fully liable for payment of any assessment, insurance deductible or any other fines, charges or fees which are the responsibility of the Home Owner under the Declaration, the By-laws or the House Rules or Regulations.

[Section 9, adopted by Board, 11/17/87, and recorded in Monroe County Clerk's Office, Liber 7083 of Deeds, at page 236.] [a. was revised by the Board 2/20/89.]

ARTICLE IX. DEFAULT

In the event a Home Owner does not pay any fines, fees, sums, charges or assessments required to be paid when due, the Board of Directors or Managing Agent, acting on behalf of the Board shall notify the Home Owner and the mortgagee, if any, of such Home. If such fine, fee, sum, charge or assessment shall remain unpaid for 30 days after the giving of such notice, the Board may foreclosure the lien encumbering the Home 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 Home does not pay the fine, fee, sum, charge or assessment required to be paid by him within thirty (30) days of its due date, the amount outstanding shall bear interest at the maximum legal rate from its due date and said Home Owner shall be liable for the Condominium's reasonable costs incurred by it to collect or enforce such lien, including but not limited to court costs, expenses and professional fees, including but not limited to attorneys fees.

Each Home Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default, regardless of the harshness of the remedy available to the Condominium and regardless of the availability of other, equally adequate legal procedures. It is the intent of all Home Owners to give the Condominium a method and procedure which will enable it at all times to operate on a business-like basis, to collect the monies due and owing it from the Home Owners in an expeditious manner and to preserve each Home Owner's right to enjoy his Home free from unreasonable restraint.

ARTICLE X. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called Home 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 sixty-six and two-thirds percent (66-2/3%) of the Home 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 Home Owner's interests and the interests of holders of a mortgage encumbering a home or homes.

[(2) changed from 80% to 66-2/3%, amendment adopted by Homeowners, 7/4/79, and recorded with Monroe County Clerk's Office, Liber 92, of Miscellaneous Records, at page 216.]

ARTICLE XI. SELLING, MORTGAGING AND LEASING HOMES

Section 1. Selling and Leasing Homes. Subject to the provisions of the Declaration and these By-laws, any Home may be conveyed or leased by its Home Owner free of any restrictions, other than any restrictions on leasing which may be established by the Board of Directors pursuant to their authority to promulgate House Rule and Regulations under article VIII except that no Home Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Home unless and until all unpaid Common Charges, assessments, fees, charges and fines assessed against his Home shall have been paid to the Board of Directors or its Managing Agent.. However, such unpaid Common Charges, assessments, fees, charges and fines can be paid out of the proceeds from the sale of a Home, or by the grantee. Further, a Home Owner may convey his Home and his common interest appurtenant thereto, to the Board of Directors on behalf of all Home Owners free of any cost to the Board or the Home Owners and upon such conveyance such Home Owners shall not be liable for any Common Charges thereafter accruing against such Home. Any sale or lease of any Home in violation of this section shall be voidable at the election of the Board of Directors.

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

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

[Amended 11/17/86, by Resolution of Homeowners, recorded in Monroe County Clerk's Office, Liber 7083 of Deeds, at page 233.]

Section 2. Waiver of Partition Rights. The Home Owners waive all of their voting rights concerning partition respecting any Home acquired by the Board of Directors in accordance with this article.

Section 3. Mortgaging of Homes. No Home Owner shall mortgage his Home unless all unpaid Common Charges, assessments, fees, and fines are simultaneously paid and except by a mortgage loan granted by a federal or state savings and loan association, savings or commercial bank, 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 Home Owner may convey or transfer his Home by gift during his lifetime or devise his Home by will or pass the same by intestacy, without restriction.

ARTICLE XII. CONDEMNATION

In the event all or part of the common elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than \$30,000 and to the Board of Directors if the award is \$30,000, or less, to be distributed in accordance with Section 3 of article VII but in the following amounts:

(a) so much of the award as is applicable to unrestricted common elements, to the Home Owners pro-rata according to the respective common interests appurtenant to the Homes owned by such Home Owners;

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

In such eminent domain or condemnation proceeding the Board of Directors shall request that the award shall set forth the amount allocated to unrestricted common elements and to each irrevocably restricted common element. In the event the award does not set forth such allocation, then the question of allocation shall be submitted to arbitration in accordance with the arbitration Statutes of the State of New York.

ARTICLE XIII. MISCELLANEOUS

Section 1. Insurance. Under no circumstances shall a Home Owner permit or suffer anything to be done or left in his Home which will increase the insurance rates on his Home or any other Home or on the common elements of the Condominium.

Section 2. Severability. Should any of the 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.

Section 3. Notice to Condominium. A Home Owner who mortgages his Home, shall notify the Condominium through the Managing Agent, if any, or the President of the Board of Directors in the event there is no management agent, of the name and address of his mortgagee. The Board of Directors shall maintain such information in a book entitled "Mortgagees of Homes".

Section 4. Notice of Unpaid Assessments. The Board of Directors shall at the request of a mortgagee of a Home, report any unpaid assessments, Common Charges, fees or fines due from the Home Owners of such Home.

Section 5. Examination of Books and Records. Every Home Owner or his representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board of Directors but not more often 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 content 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 Laws 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.

ARTICLE XIV. INCORPORATION

Section 1. The Board of Directors of the Condominium may incorporate the Condominium association as the Colonial Parkway Condominium Association, Inc. as a not-for-profit corporation under the New York State Not-For-Profit Corporation Law as authorized by Section 339-v (1)(a) of the Real Property Law of the State of New York and the Board of Directors is hereby authorized to take any actions necessary to complete the said incorporation.

Section 2. Upon any such incorporation the business of the Condominium shall continue to be carried out as authorized by these By-Laws through the Colonial Parkway Condominium Association, Inc. Wherever these By-Laws shall refer to the Association or the Condominium, said reference shall be to the Colonial Parkway Condominium Association, Inc. The owners of the Condominium shall be the members of the Colonial Parkway Condominium Association, Inc. with all of the same voting rights as set forth in these By-Laws for Home Owners.

The Board of Managers of the Condominium and the officers of the condominium as provided for in these By-Laws shall be the Board of Directors and the officers of the Colonial Parkway Condominium Association, Inc. and shall carry out all those powers provided for in these By-Laws for said Board of Directors and officers. Wherever the By-Laws refer to a meeting of the Home Owners or the annual meeting of the Home Owners, said reference shall be to such meetings of the Colonial Parkway Condominium Association, Inc.

[Article XIV. adopted by resolution of the Homeowners 11/17/86, recorded Monroe County Clerk's Office, Liber 7083 of Deeds, at page 235.]

HOUSE RULE ADDITIONS

To be inserted under Article VIII – section 8 of
House Rules and Regulations
New item (cc) on page 19 of this current edition

At a duly scheduled monthly meeting of the Board of Directors on November 15, 1999, with a quorum of board members present to vote on any matter to come before the Board, a motion was made to”Add /apply a fine schedule regarding violations of general house rules and regulations and By-law violations to be the same fine schedule as previously approved, used, and referenced in Section X – 2,3,4 of fines for pet violations. Motion made by Alice Attridge, 2nd by Elthea King, all Board members voted in favor of the rule change, motion carried. Rule adopted to apply for all violations.

“HARDWOOD FLOORS / HARD SURFACE FLOORING OR LAMINATES” & “CONTRACTORS INSURANCE ”

FLOORING:

“Any new hardwood floor installations or other hard surface flooring or laminates on second floor condominiums that place the hard floor area over a lower condominium unit requires a variance approved by a majority of the Board of Directors. Since sound transmission can be disturbing to neighbors below, the variance approval will require specific types of product installation. New building materials and flooring techniques should now be used to provide for a floating floor over a foam insulation underlayment to deaden sound. Flooring is glued together not nailed down, with provision for expansion at the edges of the room.

Existing hardwood floors on second floor units installed prior to this rule change should have adequate carpet and padding coverage to lessen any noise transmission in consideration of neighbors below and their right to quiet use and enjoyment.”

INSURANCE:

“All WORKERS entering upon the Condominium common property must have and provide proof of adequate Liability and Workers Compensation Insurance for themselves and their employees, before any work can commence. The Colonial Parkway Condominium and the Property Manager must be named as additional insured’s on their policy. Anyone, using a ladder, must also sign a hold harmless agreement between themselves and the Condominium and its Manager. ”

Motion made, seconded, unanimously approved and Adopted 10/7/02 at a duly called Board of Directors meeting.

Please place this rule at the back of your rules book. Remember that any general remodeling of your condominium that involves the structure of the building, which is common property, requires a variance. The greatest concern is with electrical, plumbing, or structural changes that affect the entire building and the safety of others. All Workers must provide insurance coverage as noted above due to the significant number of lawsuits against property owners. This even includes window washers that you may hire.

NOW, THEREFORE, the unit owners, by virtue of receiving more than sixty six and two thirds percent (66 2/3%) vote (71% actual total vote in favor of the proposed amendment), in number and in common interest of all unit owners, as evidenced by the count of ballots on Schedule A attached hereto and made a part hereof, do for themselves, their heirs, successors and assigns, declare that the Declaration and By-Laws shall be amended Article XI Section 1 as follows to:

4/2014

LEASE OF CONDOMINIUM. The following Rules apply:

- a. Each buyer is required to live in their Condominium for at least twelve (12) months before any rental is permitted.
- b. **A Condominium cannot be leased to more than two (2) unrelated persons.** (Single Family Zoning with one bedroom, and three persons in a two bedroom unit) A Condominium cannot be leased to any person, corporation, Limited Liability Company, partnership or other business entity or its representative, agents, successors or assigns to provide temporary housing for transient employees, students or other tenants.
- c. **Community wide lease limitation.** At no time may more than 10% of the total number of Units, or such lower number as may be required by any so-called secondary mortgage market source, be leased, rented, licensed, or let (collectively referred to as "leased"). The Board representing the Condominium shall try to ensure that all members who wish to lease their Units are granted an opportunity to do so.
- d. **Written requests, response time, and written consent.** All leases must be in writing and must comply with the provisions of the Declaration and By-Laws regarding single-family occupancy. Leasing/renting is not permitted without prior written approval of the Board. The Board will respond to the Homeowner's request within thirty (30) days. The Homeowner shall provide the Board and Managing Agent with a copy of the lease at least thirty (30) days in advance of the commencement of the lease period, including the full name and address, telephone number, email, and driver's license and/or picture ID of each and every tenant. The Homeowner shall also provide the Board and Managing Agent with a current address and emergency telephone number where the Homeowner can be reached. Any lease entered into for rental of a Condominium must contain a clause pursuant to which the tenant acknowledges that he/she has received a copy of the currently published Declaration, By-Laws, and Rules and Regulations of The Condominium. Any lease of a Condominium shall also specifically provide that the violation of any provision of the Declaration, the By-Laws or the Rules and Regulations shall be a breach of the tenant's obligations under the lease and grounds for termination of the lease. No member may lease his/her unit until he/she receives written consent to do so from the Board. As long as limitations set in this section have been met, permission shall not be unreasonably withheld.

- e. **Minimum and maximum term.** Only one lease term may occur during any twelve (12) month period, and no lease shall be for less than three months, or for more than two (2) years.
- f. **Lease must cover entire Unit.** All leases must be for the entire Unit. No more than one lease may be signed for the same Unit, and same lease term. The lease of a Condominium to any person, corporation, Limited Liability Company, partnership or other business entity or its representative, agents, successors or assigns is not permitted to provide temporary housing for transient employees, students or other tenants.
- g. **Occupant bound by governing documents.** All tenants or occupants under a lease must comply with all provisions of the Declaration, By-Laws, Rules and Regulations, and additional Condominium policies as adopted by the Board and amended from time to time, including also but not limited to any other governmental agency and the Town of Pittsford laws. The Homeowner of the leased unit shall be held responsible for any and all infractions of such policies by a tenant or other occupant.
- h. **In the event a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations of The Condominium.** The Board or its agent(s) will notify the Homeowner of such violation and the Homeowner will be responsible for remedying any continuing violation immediately. If the violation is not remedied within ten (10) days or if the Board determines that the violation is of such nature as to justify termination of the lease, then the Board shall notify the Homeowner to immediately institute and diligently pursue, at the Homeowner's expense, an action in an appropriate court to remove the tenant from the Condominium based upon a breach of the lease and/or for violation of the Declaration, the By-Laws and the Rules and Regulations of the Condominium. Notwithstanding any provision of any lease to the contrary, the Homeowner shall remain fully liable for payment of any assessment, insurance deductible or any other fines, charges or fees which are the responsibility of the Homeowner under the Declaration, the By-Laws and the Rules and Regulations of the Condominium.
- i. **Attorney-in-fact.** No Unit may be leased unless pursuant to a written agreement acceptable to the Condominium in form and content, including, but not limited to, the inclusion of a clause whereby it shall be deemed during the period of such occupancy that the Member has irrevocably and constituted the Condominium as the Member's Attorney-In-Fact to seek, at the Member's expense, the eviction proceedings, all costs of enforcement, collections and attorney fees, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of the Condominium's governing documents and/or Rules and Regulations promulgated pursuant hereto, provided the Condominium first gives the Member notices of said violation and a reasonable period to affect a cure. These expenses will be considered no different from other common charges or costs of collections, and will be added to the property owner's account for payment.
- j. **Copy of lease to Condominium.** A copy of the lease agreement must be provided to the Condominium prior to the occupancy of the Unit pursuant thereto.

- k. **Subletting.** No occupant may sublet a Unit unless he/she receives the prior written consent of the Condominium. All terms and requirements imposed hereby upon leases and occupants shall be likewise imposed upon subleases and subtenants.
- l. **No landlord-tenant relationship exists.** In no event shall it be determined that a landlord/tenant relationship exists between the Condominium and the occupant.
- m. **Extensions.** If during the course of occupancy of any lease, an occupant demonstrates such a disregard for the provisions of the Condominium's governing documents and/or Rules and Regulations, that the Condominium determines it to be in its best interest to preclude the Member from extending said lease, the Condominium shall so notify the Member, in writing, of that determination, and the Member shall thereupon be precluded from extending said lease beyond its original term.
- n. **Exceptions.** There may be times when the Board of Managers/Directors will consider exceptions to the stated rules. Exceptions might include rental situations where a tenant has an early lease termination, immediate family members become tenants, or other hardship situations such as a difficult selling marketplace, changing job market or difficult lending practices. The provisions and restrictions on leasing as contained in this Section shall not apply to the following:
 - 1. **Grandfathered Units.** Units leased at the time of the recording of this instrument shall be defined as "Grandfathered Units." Such Grandfathered Units shall be exempt from the lease restrictions as set forth in this section subject to such reasonable conditions as the Condominium may by rule and regulation impose.
 - 2. **Hardship situations.** A Member suffering from a financial or personal hardship that renders the Member unable to reside in his/her Unit may apply to the Condominium to lease the Unit, even if the limitation referred to in paragraph 1, above, has been met. In such situations, the Condominium, in its sole discretion, shall be authorized to permit the Member to lease his/her Unit.
 - 3. **Lenders' foreclosures.** The provisions and restrictions on leasing as contained in this Section shall not apply to foreclosing lenders or impair the right of First Mortgagees to foreclose or take title to a Unit, to accept a deed (or assignment) in lieu of foreclosure in the event of default by the mortgagor, to take possession and lease an acquired Unit even though the limitation referred to in paragraph 1, above, has been met, or to otherwise act upon their mortgages.
 - 4. **Immediate family members.** Units owned by a Member and occupied by an immediate family member of that Member shall not be considered rental units for purposes of this By-Law.

Colonial Parkway Condominium Pet Rules

*Federal
Guidelines*

Since April 15, 1980, Colonial Parkway has been a no pet community. In the event there is a documented pet, the rules outlined below must be followed to maintain having a pet in the community.

No dog or cat shall run unleashed or unattended at any time. They must not be allowed to roam free or be tethered to a building. Pets in transit are to be carried, or restrained by a leash, or placed in an animal carrier. The leash cannot exceed eight feet in length and must be under a responsible person's physical control, at all times.

Pets may not urinate and defecate on any area of the lawn which is in the immediate vicinity of a buildings entrance. The solid waste must be removed immediately. No pet waste shall be deposited or left anywhere on the grounds or building interior spaces. All animal waste must be disposed of by placing it in a plastic bag and discarding it in the appropriate exterior waste receptacle. All pets must be registered with the Town of Pittsford, have required shots with proof from a veterinarian, and pet owners must follow Town of Pittsford leash laws.

Pet owners are responsible for the actions of their pets. The costs of repairing any damage to the common elements caused by the pet will be assessed against the pet owner as a charge on their account just as other common charges and fines. This may include carpet cleaning in common hallways where pet feces or urine have been deposited. Also lawn areas burned out by repeated urination or feces left unattended will require lawn repairs, topsoil and reseeding.

No pet shall be left in a unit unattended and barking for any period of time, or should the pet create a nuisance to other residents. Some examples of nuisance behavior are as follows:

- a. Pets whose unruly behavior causes personal injury or property damage.
- b. Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one hour or more to the disturbance of any person at any time of the day or night.
- c. Pets in common areas not on a leash and under the physical control of a responsible person or in a pet carrier.
- d. Pets that relieve themselves on walls or floors of common areas.

If a pet is deemed a nuisance or the homeowner negligent in its care they will be subject to possible fines, damage repairs, and possible forfeiture of the courtesy to maintain a pet by permanent removal of the pet.

The housing of pets is subject to termination by the Board of Directors if the pet's owner does not follow the rules, regarding pets. In the event there is a violation of these rules a written notice will be sent to the violator. If upon the notice, the problem continues, the Board of Directors may require permanent removal of the pet. The pet caregiver will have 10 days to remove the pet from the premises. If the pet is not removed within ten (10) days, fines will be issued until the pet is removed. The fines are listed in your Rules and Regulations. This is not a complete list and may be amended from time to time.

Housing a dog or cat under Federal Guidelines for a Service animal or Therapy pet is only possible by proper Medical Certifications by specialized individuals, and in the case of a Condominium the rule can be satisfied by a "reasonable accommodation".

Rev/Jan 2017

**AMENDMENT TO THE BY-LAWS OF
COLONIAL PARKWAY CONDOMINIUM**

This Amendment (the "Amendment") is made as of the 30th day of January, 2018, to the By-Laws (the "By-Laws" of **COLONIAL PARKWAY CONDOMINIUM**(the "Condominium"), which CONDOMINIUM is located at COLONIAL PARKWAY, in the Town of Pittsford, County of Monroe, and State of New York.

WHEREAS the Unit Owners (the "Owners") assembled at the Condominium's 2017 Annual Meeting on September 20, 2017, which meeting was duly noticed in conformance with the By-Laws; and

WHEREAS by general proclamation, the Board of Managers (the "Board") was tasked with writing and offering for signature certain amendments to the By-Laws; and

WHEREAS The Board is empowered to oversee the administration and operation of the Condominium in accordance with the terms and provisions of its governing documents; and

WHEREAS, the Owners are entitled to exclusive possession of their respective units pursuant to New York Real Property Law, Section 339-h, and also have the responsibility to properly maintain and repair their respective units pursuant to the terms and provisions of the Condominium's governing documents and to not interfere with the quiet, peaceful, and healthful environment of adjacent units, their exclusive use spaces, or those common spaces shared within a building; and

WHEREAS, secondhand tobacco smoke is known to contain no less than 60 known or probable human carcinogens, and is itself classified as a "class A" carcinogen by the United States Environmental Protection Agency; and

WHEREAS, exposure to secondhand smoke is known to substantially increase the risk for cancer, cardiovascular disease, and other acute and chronic health conditions in non-smokers; and

WHEREAS, secondhand smoke is known to drift through common walls and ventilation systems and contaminate air in common areas as well as in individual units; and

WHEREAS, a vote of the Owners in the Condominium for the adoption of this By-Laws Amendment was duly taken from September 20, 2017 through January 16, 2018; and

WHEREAS, by said vote, the required percentage of at least 2/3 of the Owners in number and in percentage of common interest voted to adopt this Amendment.

NOW THEREFORE, be it resolved, that the following Amendment is adopted as of the date set forth above.

All Colonial Parkway Condominium buildings shall be designated as smoke free areas; smoking shall be prohibited within every Condominium unit and all common areas within the Condominium buildings, including but not limited to individual units, indoor common areas, and exclusive use areas. No Owner shall smoke or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere within the private spaces of an individual

2018 MAR 12 PM 1:28

RECORDED

Condominium unit or within the private or common areas of a Condominium building. Smoking in violation of this By-Law shall constitute a nuisance and a violation of the terms and provisions of the Condominium's governing documents. The absolute prohibition on smoking shall include carrying, burning, or otherwise handling or controlling any smoldering product containing tobacco or similar smoking products, including but not limited to, cigarettes, cigars, pipes, electronic cigarettes, vapes and any type of vaping device.

A violation of this By-Law Amendment will be enforced in accordance with the Declaration and governing documents of the Condominium.

Notwithstanding this prohibition against smoking within the Condominium and the units, the Board of Managers may designate (or remove from designation) an outdoor area for smoking, provided the smoking area shall not cause secondhand smoke to drift into indoor common areas, individual units, or cause ash or debris to fall or accumulate on ground surfaces, or exterior carpet at entry ways. All smoking and associated debris must be placed in proper containers.

All other terms of the By-Laws and Declaration, except as modified herein, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned being the Secretary of the Board of Managers of the Condominium, sets his/her hand and seal this 1st day of Feb., 2018.

Mary A. Galbraith
Mary A. Galbraith
[print name] Secretary, Board of Managers

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

On the 1st day of February, in the year 2018, before me, the undersigned, personally appeared Mary A. Galbraith, and 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marlene Hurlburt
Notary Public



Colonial Parkway Condominium
Pittsford, NY 14534

Colonial Parkway Maintenance Responsibility Matrix

| Maintenance | Condo | Homeowner |
|--|------------------------|-----------|
| <u>Building Exteriors</u> | | |
| Exterior Components-Roofing and Siding | X | |
| <u>Building Interior</u> | | |
| Interior Components -Cleaning and Hallways | X | |
| <u>Common Areas</u> | | |
| Driveways | X | |
| Grass | X | |
| Mailboxes (USPS) | X | |
| Roadways | X | |
| Shrubs | X | |
| Sidewalks | X | |
| Trees | X | |
| <u>Concrete Floors</u> | | |
| Basement Rooms | | X |
| Front Sidewalk and Porches | X | |
| Garage Asphalt Floors | X | |
| <u>Privacy Fences, and other components</u> | | |
| Additions/Modications Made by Current/Previous Homeowners by a variance. | | X |
| All Homeowner Installed Improvements | | X |
| Original | X | |
| Structure (Including common area Steps) | X | X |
| <u>Exterior Doors</u> | | |
| All Common area Locks and Door Hardware | X | |
| Doorbell, and entry system | X | |
| Entrance Door Replacement | X | |
| Exterior Painting, Staining, Caulking | X | |
| Frames and Trim | X | |
| House Numbers (Black Only) | X | |
| Storm and Screen | | X |
| Weather-Stripping-Exterior doors to building | X | |
| <u>Exterior Lighting and Receptacles</u> | | |
| Front Door Lights and Bulbs | X | |
| Garage Lights and Bulbs-Exterior | X | |
| Post Lights and Bulbs | X | |
| Rear Flood Lights (Upper and Lower) | X | |
| <u>Insurance</u> | | |
| Improvements/Betterments made by Homeowner | | X |
| Personal Contents, Liability, Umbrella (HO-6) | | X |
| Structures and Common Areas Master Fire and Liability | X | |
| <u>Miscellaneous</u> | | |
| Building Maintenance Threats. Such as termites, bees, birds, and undomesticated animals. Which affects the structural integrity of the unit or the health of the lawn. | X | |
| Cable TV | | X |
| Insects in Interior | Dependent on situation | X |
| Telephone | | X |
| Undomesticated Animal (woodchuck, chipmunks, etc.) and unknown (stray) domesticated animal removal. | X | |

Colonial Parkway Maintenance Responsibility Matrix

| Maintenance | Condo | Homeowner |
|---|----------|----------------------------|
| Overhead Garage Doors | | |
| Door | Painting | Replacement |
| Lifting Mechanism (openers & controls) | | X |
| Hinges, Springs, Tracks, Cables | | X |
| Plumbing, Heating, and Cooling | | |
| Exterior Plumbing | X | |
| Heating/Cooling, AC Pad, Leveling | | X |
| Hose Bib (Outside Faucet) | X | |
| Interior Plumbing serving only one unit & hotwater tank | | X |
| Master Water Meter and common water | X | |
| Rainwater, Snowmelt, and Sumps | | |
| Catch Basin, Laterals, and Downspouts | X | |
| Damage due to Ice Damming, Rain, Snowmelt (Interior Only) | X | |
| Damage due to Ice Damming, Rain, Snowmelt (Exterior Only) | X | |
| Downspouts | X | |
| Grading of Soil Around Units | X | |
| Gutters | X | |
| Sump Pumps and Check Valves | X | |
| Flood from Owner Equipment, toilets, Kit, basement appl' | | X |
| Roofs | | |
| Flashing/Drip Edge | X | |
| Roof Vent | X | |
| Shingles | X | |
| Sheating | X | |
| Underlayment | X | |
| Attic Fans | X | |
| Services and Infrastructure | | |
| Electric-Common Areas | X | |
| Refuse and Recycling | X | Owner takes to refuse area |
| Snow Removal & De-Icing (Roads, Driveways, Porches and Sidewalks) | X | |
| Sewage | | |
| Basement Cleanout | X | |
| Internal-Building common pipe | X | |
| Condo Interior-Private | | X |
| Vents and Fans | | |
| Bathroom Vents | | X |
| Bird Nest in Vents | X | |
| Dryer Vents | Exterior | Interior |
| Interior Fan | | X |
| Kitchen Vents | | X |
| Sewer Roof Vents | X | |
| Soffit Vents | X | |
| Walls | | |
| Block Wall Structural Integrity - Party Wall | X | |
| Block Wall Waterproofing and Basement Foundation-Limited | X | |
| Exterior Siding, and Related Trim (Soffits, Drip Edges, etc.) | X | |

Colonial Parkway Maintenance Responsibility Matrix

| Maintenance | Condo | Homeowner |
|--|-------|-----------|
| Steel basement columns and foundation | X | |
| Windows | | |
| Exterior Trim Caulking, Painting, Staining | X | |
| Glass & Sash | | X |
| Replacement | | X |
| Window Frames | | X |
| Window Hardware (Hinges, Locks) | | X |
| Ext Window Well clean / Owner responsible to replace | X | X |
| | | |
| | | |
| | | |
| | | |

Page left intentionally blank