

BY-LAWS
OF
COLONIAL PARKWAY CONDOMINIUM

With Rules and Regulations

CHAMBERLAIN, D'AMANDA, OPPENHEIMER & GREENFIELD
Attorneys for the Condominium
1600 Crossroads Building
Two State Street
Rochester, New York 14614

Revised by Board of Directors
Colonial Parkway Condominium Association, Inc.
and Carol S. Maue, Esq., Attorney
September 22, 1999

MANAGED BY "WOODBRIIDGE GROUP"
PROPERTY MANAGERS
271 Marsh Road, Suite 3
Pittsford, New York 14534
585-385-3331

Rev from original to include Rules updates or Amendments as noted through January 2018

**BY-LAWS
OF
COLONIAL PARKWAY CONDOMINIUM**

TABLE OF CONTENTS

	Page
ARTICLE I. PLAN OF CONDOMINIUM HOME OWNERSHIP	
Section 1. Condominium Home Ownership	1
Section 2. By-Laws Applicability	1
Section 3. Personal Application	1
ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS	
Section 1. Condominium	1
Section 2. Voting	1
Section 3. Quorum	1
Section 4. Vote Required to Transact Business	2
Section 5. Right to Vote	2
Section 6. Proxies	2
Section 7. Waiver and Consent	2
Section 8. Place of Meetings	2
Section 9. Annual Meetings	2
Section 10. Special Meetings	3
Section 11. Notice of Meetings	3
Section 12. Order of Business	3
ARTICLE III. BOARD OF DIRECTORS	
Section 1. Number and Term	3
Section 2. Vacancy and Replacement	3
Section 3. Removal	4
Section 4. First Board of Managers	4
Section 5. Powers	4
Section 6. Repairs and Maintenance	6
Section 7. Compensation	6
Section 8. Meetings	6
Section 9. Annual Statement	7
Section 10. Fidelity Bonds	7
Section 11. Management Agent	7
Section 12. Liability of the Board of Directors and Home Owners	7

ARTICLE IV. OFFICERS		
Section 1.	Elective Officers	8
Section 2.	Election	8
Section 3.	Appointive Offices	8
Section 4.	Term	8
Section 5.	The President	8
Section 6.	The Vice President	9
Section 7.	The Secretary	9
Section 8.	The Treasurer	9
Section 9.	Agreements, etc.	9
ARTICLE V. NOTICES		9
Section 1.	Definition	9
Section 2.	Service of Notice – Waiver	9
ARTICLE VI. FINANCES		
Section 1.	Checks	10
Section 2.	Fines, Fees and Assessments	10
Section 3.	Foreclosure of Liens for Unpaid Common Charges	11
Section 4.	Statement of Common Charges	11
Section 5.	Liability for Water Electricity and Refuse Removal	11
Section 6.	Operating Account	11
Section 7.	Other Accounts	11
Section 8.	Additions, Alterations or Improvements by Board of Directors	11
ARTICLE VII.	INSURANCE AND INSURANCE TRUSTEE	
Section 1.	Insurance to be Carried by the Board	12
Section 2.	The Insurance Trustee	13
Section 3.	Restoration or Reconstruction after Fire or Other Casualty	13
ARTICLE VIII.	HOUSE RULE AND REGULATIONS	14
ARTICLE IX.	DEFAULT	21
ARTICLE X.	AMENDMENTS	21
ARTICLE XI.	SELLING, MORTGAGING AND LEASING HOMES	
Section 1.	Selling and Leasing Homes	21
Section 2.	Waiver of Partition Rights	22
Section 3.	Mortgaging of Homes	22
Section 4.	Gifts, etc.	22
ARTICLE XII.	CONDEMNATION	22

ARTICLE XIII.	MISCELLANEOUS	
Section 1.	Insurance	23
Section 2.	Severability	23
Section 3.	Notice to Condominium	23
Section 4.	Notice of Unpaid Assessments	23
Section 5.	Examination of Books and Records	23
Section 6.	Construction	23
Section 7.	Compliance with Article 9-B	23
ARTICLE XIV.	INCORPORATION	24
 HOUSE RULE ADDITIONS		
	Application of Fines to All Rules and Regulations (11/15/99)	25
	Hardwood Floors / Hard Surface Floors & Laminates (10/07/02)	25
	Contractors Insurances Required when working on property (10/07/02)	25
	Leasing Rule modified revision (April 2014)	26
	No Smoking Restriction, within building interior-smoke free (Jan 30, 2018)	29
BLANK PAGE INSERTION		31

**BY-LAWS
OF
COLONIAL PARKWAY CONDOMINIUM**

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Home Ownership. The property located on Colonial Parkway in the Town of Pittsford and County of Monroe as specifically set forth in the Declaration and more commonly known as Colonial Parkway Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and all buildings and improvements thereon including the Homes (hereinafter referred to as "Homes"), and the common elements and the use and occupancy thereof. The term "Building" as hereinafter used shall be defined as the exterior walls and roof of a number of Homes all of which are constructed under a continuous roof.

Section 3. Person Application. All present or future Home Owners, mortgagees, and lessees, or their employees, or any other person that might use the facilities of the Community in any manner, are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Directors. The mere acquisition or rental of any of the Homes or the mere act of occupancy of any of said Homes will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section 1. Condominium. The condominium shall be limited to Home Owners. "Home Owner" as referred to herein shall mean all of the owners of each Home.

Section 2. Voting. Each Home Owner (including the Sponsor and the Board of Directors, if the Sponsor or the Board of Directors shall then own or hold title to one or more Homes) shall be entitled to cast one vote at all Home Owners' meetings for each Home or Homes owned by such Home Owner, but the Board of Directors shall not cast any of its votes for the election of any member to the Board.

Section 3. Quorum. So many Home Owners as shall represent at least 51% of the total authorized votes of all Homes Owners present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Home Owners for the transaction of business, except as otherwise provided by Statute, by the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Home Owners, the Home Owners entitled to vote thereat, present in person or represented by written proxy, shall have

power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented at such adjourned meeting at which a

quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 4. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Home Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Home Owners, unless the question is one upon which, by express provision of the Declaration, Statute, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 5. Right to Vote. At any meeting of Home Owners, every Home Owner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 6. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. Waiver and Consent. Whenever the vote of Home Owners at a meeting is required or permitted by any provision of the Declaration, Statutes or of these By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Home Owners may be dispensed with if all Home Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. Place of Meetings. Meetings shall be held at such suitable place convenient to the Home Owners as may be designated by the Board of Directors.

Section 9. Annual Meetings. Within 30 days after title to the last Home is conveyed by the Sponsor but in any event no later than two years after the recording of the Declaration, the Sponsor shall call the first annual Home Owners meeting. At such meeting a new Board of Managers shall be elected by the Home Owners and the former members of the Board shall thereupon resign. Thereafter, annual meetings shall be held the month of September of each succeeding year. At such meetings there shall be elected by ballot of the Home Owners a Board of Directors in accordance with the requirements of Article III of these By-Laws.

The Home Owners may also transact such other business of the Condominium as may properly come before them.

[Section 9 was amended on September 15, 1986, by resolution of the homeowners and recorded in Liber 7083 of Deeds, at page 233.]

Section 10. Special Meetings. It shall be the duty of the President to call a special meeting of the Home Owners as directed by the Board of Directors or upon a petition signed by a majority of the Home Owners and having been presented to the Secretary.

Section 11. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place where it is to be held, to each Home Owner of record, at least five but not more than ten days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 12. Order of Business. The order of business at all meetings shall be as follows:

- (a) Roll call.
- (b) Proof of minutes of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of inspectors of election (in the event there is an election).
- (g) Election of directors (in the event there is an election).
- (h) Unfinished business.
- (i) New business.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Number and Term. The number of Directors which shall constitute the whole Board shall be a number always divisible by three and not be less than three (3) and not more than fifteen (15) Until succeeded by the Directors elected at the first annual meeting of Home Owners, Directors need not be Home Owners; thereafter, all Directors shall be Home Owners. No Home Owner who has not paid any and all fees, levies, Common Charges, assessments, fees and fines on a timely basis shall be eligible to serve as a Member of the Board of Directors. Within the limits above specified, the number of Directors shall be determined by the Home Owners at the annual meeting. The Directors shall be elected at the annual meeting of the Home Owners. At the first annual meeting of Home Owners the term of office of 1/3 of the managers shall be fixed for three (3) years, the term of office of 1/3 of the managers shall be fixed at two (2) years, and the term of office of 1/3 of the managers shall be fixed at one (1) year. At the expiration of the initial term of office of each respective manager, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting. Directors But in any event, the terms of the members of the Board of Directors shall be staggered, with at least one-third of the terms of the members of the Board of Directors expiring annually.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reasons of death, resignation, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal. Directors s may be removed for cause by an affirmative vote of a majority of the Home Owners. No Director shall continue to serve on the Board if, during his term of office he shall cease to be a Home Owner. For purposes of this Section 3, “for cause” shall be deemed to include the failure of any Director to pay on a timely basis any and all Common Charges, fees, charges, assessments and fines assessed.

Section 4. First Board of Managers. The first Board of Managers shall consist of Morton Brodsky, Charles J. Walter and Gordon L. Malboeuf, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Home Owners. A Home Owner, who is independent of the Sponsor, shall be elected by Messrs. Brodsky, Walter and Malboeuf to the first Board at a Board meeting within 60 days of the closing of title to the first Home or upon the closing of title to 25% of the Homes, whichever is later. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 2 of this article.

Section 5. Powers.

(a) The property and business of the Condominium shall be managed by its Board of Directors , which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by statute or by the Declaration or by these By-Laws or the House Rules and Regulations, directed or required to be exercised or done by the Home Owners personally. These powers shall specifically include, but not be limited to the following items.

1. To appoint a professional Managing Agent consistent with the requirements of these By-laws to be responsible for the day to day management, operation and affairs of the Condominium and to perform any and all duties and tasks properly delegable to a managing agent under the Declaration and these By-laws.

2. To determine and levy monthly fees and assessments ("Common Charges") to cover the cost of common expenses, payable in advance and to determine and levy fines for a violation of the Declaration, these By-laws and the House Rule and Regulations promulgated thereunder. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Home Owners pro-rata according to their respective common interests.

3. To make use of and expend the assessments, Common Charges, fees and fines collected to maintain, care for and preserve the Homes, Buildings and other common elements or otherwise pursuant to these By-laws;

4. To make repairs, restore or alter any Homes or the common elements after damage or destruction by fire or other casualty as a result of condemnation or eminent domain proceedings;

5. To enter into and upon the Homes and to authorize third parties to enter into and upon the Homes when necessary and at as little inconvenience to the Home Owner as possible in connection with the maintenance, care and preservation of the property;

6. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;

7. To insure and keep insured the common elements and Homes in accordance with article VII of these By-Laws;

8. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek fines and/or damages, including but not limited to court costs, expenses, attorneys fees and other professional fees from any Home Owner of the property for violations of these By-law or of the House Rule and Regulations herein referred to and to levy such fines and/or damages for violation of these By-laws or of the House Rule and Regulations against the delinquent Home Owner's Home or lot or other portion of the property owned by the violator as a lien 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, with the Board of Directors having the same rights and remedies to enforce said lien 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;

9. To purchase any Home at a foreclosure sale on behalf of all the Home Owners;

10. To make reasonable house rules and regulations and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Home Owners when the Board has approved them in writing (the "House Rules and Regulations"). A copy of such rules and all amendments shall be delivered to each Home;

11. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of Directors in connection with the matters hereinabove set forth;

12. To bring and defend actions by or against one or more Home Owners pertinent to the operation of the Condominium;

13. To acquire Homes in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Home so acquired and to vote as Home Owner, offer such Home for sale or lease or take any other steps regarding such Home as shall be deemed proper by the Board of Directors .

(b) The Board of Directors, may by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) Directors or Home Owners one of whom shall be a Directors, which, to the extent provided in

said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Condominium and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required.

Section 6. Repairs and Maintenance. All maintenance, repairs and replacement to the common elements of the property including but not limited to exterior walls, courtyard floors and fences, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which is located in one Home and services another Home or more than one Home or so much of any pipes, wires, conduits and public utility lines as are located in the common elements but serve one or more Homes shall be made at the direction of the Board of Directors and the cost thereof shall be a common expense. All maintenance (including repairs, painting and decorating of the Homes and to the interiors of irrevocably restricted basement areas and garages, and to the extent caused by the Home Owner's negligence, the exterior of garages), repairs and replacements to the Homes including windows, and doors abutting a Home (except painting of the exterior surfaces of windows and doors which open from a Home which painting is performed at the direction of the Board of Directors),and repairs to pipes, wires and conduits located in and servicing the same Home other than as set forth above shall be made by the respective Home Owners at their own expense.

All irrevocably restricted common elements shall be maintained and repaired by the Home Owner to whom such common element is restricted in use. However the Board of Directors shall repair and replace any pipes, wires, conduits and public utility lines located underground or overhead of any irrevocably restricted common element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the Home Owner to which the common element is restricted in use, in which event such Home Owner shall make such repairs or replacements at his own expense. The Board of Directors shall repair all plumbing stoppages and electrical repairs occurring in the common elements. The Board of Directors shall have a right of access and shall have the right to authorize third parties to have a right of access to any Home and to all portions of the common elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration of the Condominium. The Board of Directors will provide or make arrangements for snow removal from the sidewalks and driveways on the property.

Section 7. Compensation. Directors and officers, as such shall receive no compensation for their services.

Section 8. Meetings.

(a) The first meeting of each Board newly elected by the Home Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Home Owners meetings, and immediately after the

adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days notice to each Director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least three (3) Directors.

(d) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Annual Statement. The Board of Directors shall furnish to all Home Owners, their mortgagees and the Department of Law of the State of New York and shall present annually (at the annual meeting) and, when called for by a vote of the Home Owners at any special meeting of the Home Owner, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Home Owner and a notice of the holding of the annual Home Owners meeting.

Section 10. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

Section 11. Management Agent. The Board of Directors may employ for the Condominium a management agent under a term contract or otherwise at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to all of the delegable duties of the Board listed in this article.

Section 12. Liability of the Board of Directors and Home 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 Home Owners as a group only and that no member of the Board of Directors nor individual Home Owner shall be liable for such contract, agreement or commitment. The Home Owners shall be liable as a group under such contract, agreement or commitment, but the

liability of each Home Owner shall be limited to such proportion of the total liability thereunder as his common interest bears to the common interest of all Home Owners. The Board of Directors shall have no liability to the Home Owners in the management of the Community except for willful misconduct or bad faith and the Home Owners shall severally indemnify all members of the Board of Directors against any liabilities or claims arising from acts taken by a member of the Board of Directors in accordance with his duties as such member except acts of willful misconduct or acts made in bad faith. Such several liability of the Home Owners shall, however, be limited to such proportion of the total liability thereunder as such Home Owners common interest bears to the common interest of all Home Owners.

ARTICLE IV. OFFICERS

Section 1. Elective Officers. The officers of the Condominium shall be chosen by the Board of Directors and shall be a president, a vice president, a secretary and a treasurer. The Board of Directors may also choose one or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All officers must be Home Owners. Two or more offices may not be held by the same person, except for the offices of Secretary and Treasurer which may be held by the same person.

Section 2. Election. The Board of Directors at its first meeting after each annual Home Owners Meeting shall elect a president, a vice president, a secretary and a treasurer. Only the president must be a member of the Board.

Section 3. Appointive Offices. The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Condominium; he shall preside at all meetings of the Home Owners and Directors, shall be ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 6. The Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. The Secretary. The Secretary and/or assistant Secretary shall attend all sessions of the Board and all Home Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all Home Owners meetings and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Directors.

He shall disburse the funds of the Condominium as he may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Condominium.

He shall keep detailed financial records and books of account of the Condominiums, including a separate account for each Home which, among other things, shall contain the amount of each assessment of Common Charges against such Home, the date when due, the amounts paid thereon and the balance remaining unpaid.

Section 9. Agreements, etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Directors.

ARTICLE V. NOTICES

Section 1. Definition. Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Directors, any Director or Home Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Directors, such Director or Home Owner at such address as appears on the books of the Condominium.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. FINANCES

Section 1. Checks. All checks or demands for money and notes of the Condominium shall be signed by the President and Treasurer, or by such other officer or officers or such other person or persons as the Board of DirectorsDirectors, may from time to time designate. Notwithstanding anything to the contrary contained in the Declaration or these By-laws, no debt may be incurred on behalf of the Condominium without the prior, written consent of both the President and the Treasurer.

Section 2. Fines, Fees and Assessments. 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 Condominium and shall send a copy of the budget and any supplement to the budget to every Home Owner and mortgagee's. They shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the common elements and other operating expenses as well as charges to cover any deficits from prior years. The total annual requirements shall be assessed as a single sum against all Homes and prorated against each of said Homes according to the respective common interests appurtenant to such Homes. This pro-ration of assessments shall remain constant regardless of the percentage of the building square footage included in each Home or the common elements restricted to the use of the Home Owner of said Home. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as herein above provided for regular assessments.

The Home Owner agrees to pay promptly when due the monthly and all special assessments, fees, charges, and fines assessed against his own Home in accordance with the requirements of the Declaration, these By-laws and any House Rule and Regulations and regulations promulgated pursuant thereto. Any Home Owner who fails to pay on a timely basis the monthly assessment, fees, charges and fines imposed by the Condominium with respect to a violation of these By-laws or the Declaration or any House Rule and Regulations and regulations promulgated pursuant thereto or to meet any community expense shall be liable for any expenses incurred by the Condominium in collecting said monthly assessment, fees, charges and fines, including interest at the maximum legal rate, court costs and expenses and professional fees, including reasonable attorneys fees. The Board may take action to collect any Common Charges due from any Home Owner which remain unpaid 30 days from its due date by way of foreclosure of the lien on such Home in accordance with Section 339 of the Real Property Law or otherwise. Nevertheless, a suit to recover a money judgment for unpaid Common Charges is maintainable against the defaulting Home Owner without foreclosing or waiving the lien securing the same, and foreclosure is maintainable notwithstanding the pendency of a suit to recover a money judgment under Section 339-bb of the Real Property Law.

No Home Owner shall be liable for any Common Charges which accrue against his Home subsequent to a sale, transfer or other conveyance by him of his Home in accordance with these By-Laws and the Declaration. A purchaser of a Home (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all Common Charges assessed against the Home and unpaid at the time of the purchase.

Section 3. Foreclosure of Liens for Unpaid Common Charges. The Board shall have the power to purchase any Home at a foreclosure sale resulting from any action brought by the Board to foreclosure a lien on the Home because of unpaid Common Charges. In the event of such purchase, the Board shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Home. A suit to recover a money judgment for unpaid Common Charges shall also be obtainable separately without waiving the lien on the Home.

Section 4. Statement of Common Charges. Upon the written request of any Home Owner or his mortgagee, the Board shall promptly furnish such Home Owner or his mortgagee with a written statement of the unpaid Common Charges due from such Home Owner.

Section 5. Liability for Water, Electricity and Refuse Removal. All water consumed in the Homes and on the common elements and all gas and electricity consumed on the common elements shall be a common expense, as shall the cost of refuse removal. Each Home shall be individually metered for gas and electric consumption.

Section 6. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Homes. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the common elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Homes. The Operating account shall at all times have a minimum balance of 2% of the prior year's operating budget to provide the Board with necessary working capital.

In addition, there shall be established and maintained an account to be known as the "Reserve account" to fund capital maintenance programs of the Condominium.

Section 7. Other Accounts. The Board shall maintain any other accounts it shall deem necessary to carry out its purposes.

Section 8. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common elements shall require additions, alterations or improvements costing in excess of \$5,000, and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners and by those mortgagees, if any, holding mortgages constituting liens upon twenty or more Homes, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Home Owners for the costs thereof as a common charge. Any additions, alterations or improvements costing \$5,000 or less may be made by the Board of Directors without approval of the Home Owners or the mortgagees of any Homes and the cost thereof shall constitute part of the Common Charges.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the Building including all of the Homes, and the bathroom fixtures initially installed therein by the Sponsor (but not including furniture, furnishing or other personal property supplied or installed by Home Owners) , together with all other service machinery contained therein, covering the interests of the Condominium, the Board of Directors and all Home Owners and their mortgagees, as such interests may appear, in an amount equal to the full replacement value of Buildings. Each of such policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Home which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Directors and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors with the approval of the Insurance Trustee, and that the net proceeds thereof \$30,000 or less, shall be payable to the Board of Directors, and if more than \$30,000 shall be payable to the Insurance Trustee.

The fire insurance will commence with the closing of title to the first Home in an amount as required by the mortgagee of such Home and such amount will be Increased upon the closing of title to all Homes and until the first meeting of the Board of Directors following the first annual Home Owners meeting, such amount shall be at least in the sum of \$1,235,000.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Home Owners or of the invalidity arising from any acts of the insured or any Home Owners, and shall provide that such policies may not be cancel led or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Homes. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premium, shall be delivered to all mortgagees of Homes at least ten (10) days prior to expiration of then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Director shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Buildings, including all of the common elements appurtenant thereto for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent and each Home Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Directors following the first annual Home Owners meeting, such public liability insurance shall be in a single limit of at least \$1,000,000 covering all

claims for bodily Injury or property damage arising out of one occurrence. Such public liability insurance shall commence on the closing of title to the first Home.

Home Owners shall not be prohibited from carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Home Owner.

Section 2. The Insurance Trustee. The Insurance Trustee shall be the Citibank Midwestern, N.A. , Rochester, New York unless and until it shall be replaced by a bank or trust company located in the State of New York, designated by the Board of Directors. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Directors and shall constitute a common expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Directors shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York.

Section 3. Restoration or Reconstruction after Fire or Other Casualty. In the event of damage to or destruction of the Buildings as a result of fire or other casualty (unless 75% or more of the Buildings are destroyed or substantially damaged and 75% or more of the Home Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Directors shall arrange for the prompt repair and restoration of the Buildings (including any damaged Homes, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceiling, or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Home Owners in the Homes), and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the Home Owners for such deficit as part of the Common Charges.

If 75% or more of the Buildings are destroyed or substantially damaged and 75% or more of the Home Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Home Owner or Lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among all the Home Owners in 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.

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, than 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 foreclose 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 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.

LEASING AMENDMENT :

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:

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.

Approved April 2014

**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

RECORDED
MAR 12 09 15 28

Page left intentionally blank

Colonial Parkway Condominiums

c/o Woodbridge Group Management ♦ 32 N. Main St. At Schoen Place, Pittsford, NY 14534
585-385-3331

ATTENTION ALL OWNERS

A new front door entry system has been installed.

When a guest arrives and pushes the button for your condominium it will automatically call your house phone which has been programmed into the system.

To answer the phone it is just like any other call –Hello—

The person at the door can talk with you over the phone. You can program the unique number that is the incoming call ID into your cell phone and label it front door for your future awareness on your phone.

TO LET A PERSON ENTER JUST PRESS THE NUMBER (3) ON YOUR KEYPAD

THIS WILL ACTIVATE THE DOOR BUZZER RELEASE FOR ABOUT 5 SECONDS SO THEY MAY ENTER. GUESTS SHOULD NOT TRY TO PUSH THE DOOR OPEN AS IT WILL PREVENT THE LATCH FROM OPENING. IN SOME WEATHER CONDITIONS PULLING THE DOOR TO THE OUTSIDE AND CLOSED WILL TAKE PRESSURE OFF THE ELECTRIC SWITCH TO ALLOW IT TO WORK

Remember like any other door entry system, if you do not know the person or wish not to be disturbed, then don't let them in. You must always press the number three to activate the door buzzer. In the past you used to do this on your intercom panel by pushing a button. The intercom system has been deactivated.

This system will work with a cell phone in the same manner, as owners who have land line phones programmed into the system.