

MONROE COUNTY CLERK'S OFFICE

ROCHESTER, NY

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Receipt # 1583543

Index DEEDS

Book 11847 Page 421

No. Pages : 31

Instrument AMENDMENT TO DECLARATION

Date : 04/18/2017

Time : 09:52:11AM

Control # 201704180208

TT # TT0000014666

Ref 1 #

Employee : TracyC

Return To:

KENNEY SHELTON LIPTAK NOWAK LLP
233 FRANKLIN STREET
BUFFALO, NY 14202-

GROSVENOR EAST TOWNHOUSE CONDOMINIUM

COUNTY FEE TP584	\$	5.00
MISCELLANEOUS COUNTY FEE	\$	0.00
COUNTY FEE NUMBER PAGES	\$	150.00
RECORDING FEE	\$	45.00
STATE FEE TRANSFER TAX	\$	0.00

Total \$ 200.00

State of New York

TRANSFER AMT

MONROE COUNTY CLERK'S OFFICE

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

TRANSFER AMT

\$1.00

ADAM J BELLO

MONROE COUNTY CLERK



30

D. D
30

RECORDED
JUN 11 10 53 AM '14
CLERK'S OFFICE

**RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS
GROSVENOR EAST TOWNHOUSE CONDOMINIUM
(THE GROSVENOR EAST TOWNHOUSE CONDOMINIUM RESTATED
DECLARATION)**

THIS RESTATED DECLARATION, made this 15th day of June, 2014, by GROSVENOR EAST TOWNHOUSE CONDOMINIUM, a corporation duly organized and existing under the laws of the State of New York, whose principal office and domicile is situated in the Town of Brighton, County of Monroe and State of New York, hereinafter referred to as the "Owner" represented in this Restated Declaration by its President, who is fully empowered and qualified to execute this Restated Declaration on behalf of the said corporation, does hereby state:

WITNESSETH:

WHEREAS, the undersigned Owners are the Owners of dwelling units located within the real property described in Article II of this Restated Declaration, which real property is known as GROSVENOR EAST TOWNHOUSE CONDOMINIUM and which real property includes open spaces and other common facilities for the benefit of all Owners within the Grosvenor East community; and

WHEREAS, a Declaration of Grosvenor East Townhouse Condominium was recorded on July 8, 1974 in Monroe County Clerk's Office in Liber 4677 of Deeds at page 161; and

WHEREAS, the Owners wish to amend and restate the Declaration of Grosvenor East Townhouse Condominium; and

WHEREAS, pursuant to the aforementioned Declaration, Article X, the Declaration may be amended upon the consent of the Lot Owners of Grosvenor East, having not less than two-thirds (2/3 or 18) of the votes of all Homes subject to the Declaration.

WHEREAS, the undersigned Owners representing more than eighty (80%) percent of the votes of all Homes have approved this Restatement and authorized the Board of Managers to execute this document; and

WHEREAS, the Owners desire to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desire to subject the real property described in Article II to the covenants, conditions, restrictions, easements,

charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, the Owners have deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the common property and facilities, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Board of Managers of GROSVENOR EAST TOWNHOUSE CONDOMINIUM has been incorporated under the name of Grosvenor Townhouses, Inc. pursuant to Article 9-B of the Real Property Law of the State of New York for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the Owners represented in this Restated Declaration by the President of the Board of Managers of Grosvenor East Townhouse Condominium, who is fully empowered to execute this Restated Declaration on behalf of the Owners, does hereby state:

FIRST: Submission of the Property. By this Restated Declaration, the Owner declare that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

SECOND: Description of the Property. The Owner owns the following property situated in the Town of Brighton, County of Monroe and State of New York, described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brighton, County of Monroe and State of New York, being part of Lot 12 and being more particularly bounded and described as follows: Beginning at a point on the southerly line of East Avenue distant north $64^{\circ}21'40''$ west a distance of 163.98 feet from the intersection of said line with the westerly line of Grosvenor Road; thence south $12^{\circ}59'7''$ west a distance of 6.10 feet to the southerly line of East Avenue, the point or place of beginning; thence (1) south $12^{\circ}59'7''$ west a distance of 629.82 feet to a point; thence (2) north $77^{\circ}31'3''$ west a distance of 149.55 feet to a point in the easterly line of the Eastwood Apartment property; thence (3) north $12^{\circ}59'07''$ east a distance of 664.83 feet to a point in the southerly line of East Avenue; thence (4) south $64^{\circ}18'52''$ east a distance of 153.29 feet to the point or place of beginning, containing 2.22 acres more or less.

THIRD: Definitions.

- a. The Owner of each Home is hereinafter referred to as the "Home Owner." Every Home Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common, or tenancy by the entirety. Where such ownership is joint, in common, or tenancy by the entirety, a majority vote of such owners shall be necessary to cast the Home Owner's vote referred to in paragraph EIGHTH of this Restated Declaration.
- b. "One Family Occupancy" as hereinafter referred to shall be in accordance with Brighton Town Code § 201-5 and with fair housing laws. This shall also include occupancy of the home for professional or residential use or a combination of both in accordance with applicable zoning regulations whether or not such professional is also the occupant of the residential portion of the Home. Rental of the Home to any person shall be in accordance with such One Family Occupancy provision.
- c. A "Home" as hereinafter referred to shall be defined as follows: Each two story Home is measured horizontally from the exterior surface of the sheetrock of all opposite walls to the exterior surface of the sheetrock of all opposite walls and vertically from the lower surface of the concrete forming the basement of the Home up to the exterior surface of the material forming the ceiling of the Home. Doors, windows, interior walls and garage of Homes (but not the sundecks, which abut a Home) are part of the Home. The description of the Homes set forth herein pertains to the location of the walls, floors and ceilings of the Homes as they were finally set forth in the building plans that were filed at the time of the recording of the original Declaration.
- d. A "Building" as hereinafter referred shall be defined as a number of Homes, all of which are constructed under a continuous roof.
- e. "Party Wall" as hereinafter referred to shall be defined as a wall that is common to and separates two Homes.
- f. "Condominium" as hereinafter referred to shall mean Grosvenor East Townhouse Condominium, composed of the Home Owners.

- g. The terms "Home" and "Home Owner" as used herein shall be construed to mean Unit and Unit Owner as defined in § 339-e of Article 9-B of the Real Property Law of the State of New York.

FOURTH: Community. Grosvenor East Townhouse Condominium was constructed according to the plans filed simultaneously with the recording of the original Declaration in the Monroe County Clerk's Office in Liber 4677 of Deeds at page 161. The plans set forth a description of the buildings, stating the number of stories, basements, number of Homes and the principal materials used in construction. The Community consists of 24 Homes located in three buildings as set forth in the Site Plan. The Community has a total plot area of approximately 2.2 acres, approximately 18,000 square feet of which is occupied by buildings with the balance comprising the walks, parking for cars and grass areas. Each Owner obtained fee ownership in and exclusive right of occupancy and possession of the Home together with an undivided interest in the common elements of the Community referred to herein as "Common Elements" in accordance with Article 9-B of the Real Property Law of the State of New York.

FIFTH: Common Elements. The common elements of the Community consist of all of the Community except the Homes, including, without limitation, outside walls and roofs of Homes, sundecks abutting the Homes, the land and improvements (other than the Homes) comprising the Community (including the land under the Homes and improvements), all utility or other pipes, transmission lines, and material located outside the Homes, the parking areas for cars, grass areas and sidewalks.

Certain portions of the Common Elements are irrevocably restricted, as set out below, in use to specified persons, subject to the right of the Board of Managers to enter upon any restricted area for maintenance, repair or improvement of a Home or Common Element and subject to the Rules of the Board of Managers. Any portion of the common elements not restricted herein may be used by all Home Owners.

IRREVOCABLY RESTRICTED AREAS

Certain portions of the Common Elements are irrevocably restricted in use to specified Home Owners, subject to the right of the Board of Managers to enter upon any restricted area for maintenance, repair or improvement of a Home or Common Element and subject to the Rules of the Board of Managers (see Amended By-Laws Article VIII). Any portion of the Common Elements not restricted in use may be used by any Home

Owner. The Common Elements are not subject to partition nor are they severable from the Homes except in accordance with the Real Property Law.

The following are detailed descriptions of the irrevocably restricted Common Elements:

- a. The land located directly beneath each Home is restricted in use to the Owner of such Home.
- b. The sundeck abutting each Home is restricted in use to the Owner of such Home.
- c. The walled grass area in back of each Home is restricted in use to the Owner of such Home.

The Home Owner cannot change the landscaping of the land adjoining his/her Home nor can a fence be erected anywhere in the Community without the consent of the Board of Managers.

The Common Elements shall remain undivided and no Home Owner shall bring any action or partition or division unless otherwise provided by law.

The percentage of undivided interest in the Common Elements established herein shall not be changed except with the consent of 18 of the 24 or seventy-five (75%) percent of all of the Home Owners expressed in a duly recorded Amendment to this Restated Declaration.

The undivided interest in the Common Elements shall not be separated from the Home to which it belongs and shall be deemed conveyed or encumbered with the Home even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SIXTH: Easements. All pipes, wires, conduits and public utility lines located within each Home shall be owned by such Home Owner. Any portion of such pipes, wires, conduits and public utility lines located in the Common Elements will be owned in common by the Home Owners. Every Home Owner shall have an easement in common with the Owners of other Homes to maintain and use all pipes, wires, conduits and public utility lines located in other Homes and servicing such Home Owner's Home. Each Home shall be subject to an easement in favor of the Home Owners of other Homes to maintain and use the pipes, wires, conduits and public utility lines servicing such other Homes and located in such Home. The Board of Managers shall have a right of access to each Home for maintenance, repair or improvements to any pipes, wires,

conduits and public utility lines located in any Home and servicing any other Home. The cost of such repairs shall be a common expense. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

SEVENTH: Service of Process. Service of process on the Secretary of State in any action in relation to the Common Elements shall be made upon the Property Manager or the Board of Managers of Grosvenor East Townhouse Condominiums.

EIGHTH: Common Interest. Each Home Owner shall have such percentage interest in the Common Elements as is set forth on Schedule A attached hereto and shall bear such percentage of the common expenses of the Condominium. Each Home Owner shall have one vote for all voting purposes at any meeting of the Home Owners. The percentage of interest of each Home in the Common Elements were determined by the Sponsor based on the approximate proportion that the square footage of each Home bears to the aggregate square footage of all Homes. (See Schedule A.)

NINTH: Administration. The administration of the Condominium, the Community and parcel of land described herein shall be in accordance with the provisions of this Restated Declaration and the provisions of the Amendment to the Condominium By-Laws which are made a part of this Restated Declaration and attached hereto as Exhibit B.

TENTH: Amendment and Withdrawal. The dedication of the property to condominium ownership herein shall not be revoked, or the property withdrawn from condominium ownership, or any of the provisions herein amended unless at least two-thirds (2/3 or 18) of the Home Owners in number and in common interest of each of those same Homes agree to such revocation or amendment or removal of the property from the Plan by duly recorded instruments. Any amendment to this Restated Declaration shall not take effect until it is duly recorded in the office of the County Clerk of Monroe County.

ELEVENTH: Subject to Restated Declaration, Amended By-Laws, etc. All present or future Home Owners, tenants, future tenants, or any other person who might use the facilities of the Community in any manner, are subject to the provisions of this Restated Declaration, Amended By-Laws, and the Rules and Regulations of the Condominium and the mere acquisition or rental of any Home in the Community or the mere act of occupancy of any of the said Homes shall signify that the provisions of this Restated Declaration, Amended By-Laws, and the Rules and Regulations of the Condominium are accepted and ratified, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such

Home, as though such provisions were recited and stipulated at length in each and every Deed, conveyance or Lease thereof.

TWELFTH: Common Charges. All sums assessed as common charges by the Board of Managers of the Condominium but unpaid together with interest thereon, chargeable to any Home Owner shall constitute a lien on his Home prior to all other liens except:

- a. tax or assessment liens on the Home by the taxing subdivision of any governmental authority, including but not limited to State, County, Village, Town and School District taxing agencies; and
- b. all sums unpaid on any mortgage of record encumbering any Home.

Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorneys' fees (but such right shall not be a lien against the Home. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid common charges, the unpaid balance shall be written off as a loss. However, where the holder of an institutional mortgage of record, or other purchaser of a Home at a foreclosure sale of an institutional mortgage, obtains title to the Home as a result of foreclosure or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his/her successors or assigns, shall not be liable and the Home shall not be subject to a lien for the payment of common charges chargeable to such Home which were assessed and became due prior to the acquisition of title to such Home by such acquirer. The term "institutional mortgage" herein used shall mean a first mortgage granted by a bank, federal savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Owner to a purchaser of a Home.

Every Home Owner shall pay the common charges assessed against him when due and no Home Owner may exempt himself from liability for the payment of the common charges assessed against him by waiver of the use or enjoyment of any of the common elements or by the abandonment of his/her Home. However, no Home Owner shall be liable for the payment of any common charges accruing subsequent to a sale, transfer, or other conveyance by him/her of such Home made in accordance with § 339-x of the Real Property Law or in accordance with the provisions of this Restated Declaration and the Amended By-Laws.

THIRTEENTH: Homes Acquired by the Board. In the event any Home Owner shall convey his/her home to the Board of Managers in accordance with Real Property Law § 339-x or, in the event the Board of Managers shall purchase any Home at a foreclosure sale in accordance with Article IX of the By-Laws, title to such Home shall be held by the Board of Managers or its designee on behalf of all of the other Home Owners.

FOURTEENTH: Encroachments. The Home Owners agree that if any portion of a Home or the Common elements (whether restricted in use to an individual Home Owner or not) encroaches upon another, or shall hereinafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands shall and does exist. In the event the Buildings are partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and are rebuilt, the Home Owners agree that encroachments of any portion of the Home or the Common elements as described above due to said encroachment and the maintenance thereof shall exist so long as the Buildings shall stand.

FIFTEENTH: Home Ownership. Upon the closing of title to a Home, a purchaser shall automatically become a Home Owner in the Condominium and shall remain until such time as he/she ceases to own the Home for any reason.

SIXTEENTH: Conveyance of a Home. In any conveyance of a Home, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Restated Declaration or the Amended By-Laws, the Grantee of the Home shall be jointly and severally liable with the Grantor for any unpaid common charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the grantor the amounts paid by the Grantee therefor. Any such Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid common charge against the Grantor and such Grantee shall not be liable, nor shall the Home conveyed be subject to a lien for any unpaid common charge against the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an institutional mortgage of record or other purchase of a Home at a foreclosure sale of an institutional mortgage.

SEVENTEENTH: Covenants and Restrictions. The use of the Home by the Home Owner or other occupant shall be subject to the rules, regulations and provisions of this Restated Declaration, the Amended By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

- a. The Home and area restricted to the Home Owner's use shall be maintained in good repair and overall appearance.
- b. No structural alterations to the exterior of the Home or other alterations which would impair the structural soundness of the Building may be made without the written consent of the Board of Managers. Consent may be requested through the Management Agent, if any, or through the President of the Board of Managers, if no Management Agent is employed. The Board of Managers shall have the obligation to answer within thirty (30) days; failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.
- c. The Board of Managers shall, at the request of the mortgagee of the Home, report any unpaid common charges due from the Home Owner of such Home.
- d. No nuisances shall be allowed upon the property, nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.
- e. No immoral, improper, offensive or unlawful use shall be made of the property, nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- f. Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Home Owners, provided however, that copies of such regulations are furnished to each Home Owner prior to the time the said regulations become effective.
- g. The common charges shall be paid when due. A reasonable late charge may be levied by the Board.
- h. Occupancy of the Homes shall be limited to One Family Occupancy as defined herein and by the provisions in the Brighton Town Code § 201-5.

EIGHTEENTH: Utilities. Refuse removal shall be a common expense but sewer and water charges shall be paid by each individual Home Owner.

NINETEENTH: Invalidity. Invalidation of any of the covenants, limitations, or provisions of the Restated Declaration by judgment or court order shall in no way affect any of the remaining parts hereof and the same shall remain in full force and effect.

Dated: June 16, 2014

GROSVENOR TOWNHOUSES, INC.

BY: James D. Marzen
James Marzen, President

ATTEST: Ruth J. Meyer
Secretary

SEAL

FELICIA N SHERLEY
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01SH6096808
QUALIFIED IN MONROE COUNTY
MY COMMISSION EXPIRES 08/11/2015

STATE OF NEW YORK)
COUNTY OF MONROE) SS:
CITY OF ROCHESTER)

On the 16th day of June in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared James Marzen personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Felicia N. Sherley
Notary Public

Schedule A


	<u>Home Number</u>	<u>Approximate Area - sq. ft.</u>	<u>Percent Common Interest</u>
Model A:	2157	2192.5	4.09935%
	2161	2192.5	4.09935%
	2163	2192.5	4.09935%
	2167	2192.5	4.09935%
	2171	2192.5	4.09935%
	2173	2192.5	4.09935%
	2177	2192.5	4.09935%
	2181	2192.5	4.09935%
	2183	2192.5	4.09935%
	2187	2192.5	4.09935%
	2189	2192.5	4.09935%
	2193	2192.5	4.09935%
	2195	2192.5	4.09935%
	2199	2192.5	4.09935%
	2203	2192.5	4.09935%
Model B:	2159	2288.5	4.27886%
	2165	2288.5	4.27886%
	2169	2288.5	4.27886%
	2175	2288.5	4.27886%
	2179	2288.5	4.27886%
	2185	2288.5	4.27886%
	2191	2288.5	4.27886%
	2197	2288.5	4.27886%
	2201	2288.5	4.27886%

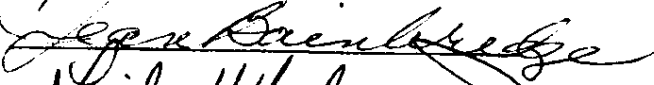
CERTIFICATE OF RECEIPT OF CONSENT OF MEMBERS

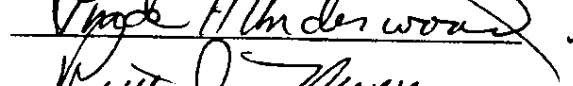
The undersigned, representing a majority of the Board of Managers of Grosvenor Townhouses, Inc., do hereby certify that:


1. Consents to the above Restated Declaration have been received from a majority of the Home Owners;
2. The number of Home Owners consenting exceeds the minimum number required to amend pursuant to the Declaration; and
3. All Home Owners have been given or have waived the proper notice as required by the Declaration.

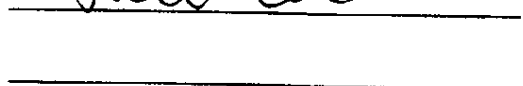
June 15, 2014











AMENDED BY-LAWS
OF
GROSVENOR EAST TOWNHOUSE CONDOMINIUM

These Amended By-Laws, made this 15th day of June, 2014, by the Board of Managers of Grosvenor East Townhouse Condominium

WITNESSETH

WHEREAS, the Home Owners wish to amend and restate the By-Laws of Grosvenor East Townhouse Condominium; and

WHEREAS, pursuant to the By-Laws, Article X, more than eighty (80%) percent of the Home Owners have consented to this Amendment; and

NOW THEREFORE, the Home Owners for themselves, their successors and assigns, amend and restate the By-Laws as hereinafter set forth.

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Home Ownership. The property located at 2157 to 2203 East Avenue in the Town of Brighton, County of Monroe, as specifically set forth in the Restated Declaration and more commonly known as Grosvenor East Townhouse Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. Applicability. The provisions of these Amended 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. Personal Application. All present or future Home Owners, mortgages and lessees, or their employees, or any other person who might use the facilities in any manner, are subject to these Amended By-Laws, the Restated Declaration, and any Rules and Regulations established by the Board of Managers. The acquisition, rental or occupancy of any of the Homes will signify that these Amended By-Laws, the Restated Declaration and the Rules and Regulations are accepted, ratified and binding.

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 shall be entitled to cast one vote at all Home Owners' meetings for each Home or Homes owned by such Home Owner. In the event the Board of Managers owns or holds title to a unit, the Board shall not cast its votes to elect any member to the Board.

Section 3. Quorum. The number of Home Owners representing at least fifty-one (51%) percent of the total authorized votes of all Home Owners present in person or by written proxy shall constitute a quorum at all meetings of the Home Owners for the transaction of business, except as otherwise provided by statute, by the Restated Declaration, or by these Amended By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Home Owners, the Home Owners present in person or by proxy shall have the power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At any adjourned meeting at which a quorum is 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 Restated Declaration, or by these Amended 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 the 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 meeting 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 Restated Declaration, Statutes, or by these Amended By-Laws to be taken in connection with any

action of the Condominium, the meeting and vote of the 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 Managers.

Section 9. Annual Meetings. Annual Meetings shall be held during the third week of June each year. At such meetings there shall be elected by ballot of the Home Owners a Board of Managers in accordance with the requirements of Article III of these Amended By-Laws. The Home Owners may also transact such other business of the Condominium as may properly come before them.

Section 10. Special Meetings. It shall be the duty of the President of the Board of Managers to call a special meeting of the Home Owners as directed by the Board 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 (or the Management Agent) 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 (5) but not more than (10) days prior to such meeting. Said Notice may be provided electronically with the consent of the Home Owner and the Board. 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 (when there is an election scheduled);
- g. Election of managers (when there is an election scheduled);
- h. Unfinished business; and
- i. New business

ARTICLE III. BOARD OF MANAGERS

Section 1. Number and Term. The number of Managers that shall constitute the whole Board shall be not less than four (4) nor more than nine (9). All Managers shall be Home Owners and be elected at the annual meeting of the Home Owners. At this writing, the number of individuals serving on the Board of Managers is six (6). One-third (1/3) of the Board shall be elected each year for a term of three (3) years. Each year one-third (1/3) of the terms of the Managers shall expire. The Managers shall hold office until their successors have been elected.

Section 2. Vacancy and Replacement. If the office of any Manager or Managers becomes vacant by reasons of death, resignation, disqualification, removal from office or otherwise, a majority of the remaining Managers, though less than a quorum, may choose a successor to fill the unexpired term of the Manager he/she replaced.

Section 3. Removal. Managers may be removed for cause by an affirmative vote of the majority of the Home Owners. No Manager shall continue to serve on the Board, if, during his/her term of office, he/she shall cease to be a Home Owner.

Section 4. Powers.

a. The property and business of the Condominium shall be managed by its Board of Managers, 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 Restated Declaration or these Amended By-Laws 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 determine and levy monthly assessments ("common charges") to cover the cost of common expenses, payable in advance. The Board of Managers 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 (see Schedule A);
2. To collect, use and expend the assessments collected to maintain, care for and preserve the Homes, Buildings and other Common Elements;

3. To make repairs, restore or alter any Homes or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
4. 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;
5. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;
6. To insure and keep insured the Common Elements and Homes in accordance with Article VII of these Amended By-Laws;
7. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Home Owners of the property for violations of the House Rules and Regulations referred to herein;
8. To purchase any Home at a foreclosure sale on behalf of all of the Home Owners;
9. To make reasonable 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. A copy of such Rules and all amendments shall be delivered to each Home;
10. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of Manager in connection with the matters herein set forth.

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

b. The Board of Managers, may by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, each of which to consist of at least three (3) Managers or Home Owners, one of which shall be a Manager, which shall to the extent provided in such resolution or resolutions, have and may exercise the powers of the Board of Managers in the management of the business and affairs of the Condominium and may have the power to sign all papers that 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 Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board as required.

Section 5. Repairs and Maintenance. All maintenance, repairs and replacements to the Common Elements of the Property including but not limited to exterior walls, decks, with exclusion of deck roofs which are maintained by the individual Home Owner, divider walls, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, 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 by the Board of Managers and the cost thereof shall be a common expense. Common Area maintenance performed by the Board of Managers includes outside painting and holiday decorating of the Common Elements, painting of the exterior surface of windows and exterior doors, including screen doors, and exterior walls, windows and doors of an outside storage building, which are maintained by the Board of Managers. Other than as set forth above, the respective Home Owners shall repair all plumbing stoppages and electrical repairs occurring in the outside Common Elements except where such repair or replacement is necessitated because of the negligence, misuse or neglect of the Home Owner, in which such event such Home Owner shall make all repairs and replacements at his/her own expense. The Board of Managers shall 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 within these Amended By-Laws, or

the Restated Declaration of the Condominium. The Board of Managers shall provide or make arrangements for snow removal from the sidewalks and driveways on the Property.

Section 6. Compensation. Managers and officers, as such, shall receive no compensation for their services.

Section 7. 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.

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 Manager either personally, by telephone, by e-mail, or by regular mail. 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) Managers.

d. At all meetings of the Board, a majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute, the Restated Declaration or these Amended By-Laws. If a quorum shall not be present at any meeting of the Board, the Managers present 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 Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Annual Statement. The Board of Managers shall furnish to all Home Owners, their mortgages and the Department of Law of the State of New York and shall present annually and, when called for by a vote of the Home Owners at any special meeting of the Home Owners, a full and clear statement

of the business conditions and affairs of the Condominium, including a balance sheet, a profit and loss statement verified by an independent public account, and a statement regarding any taxable income attributable to the Home Owner and a notice of the holding of the Annual Meeting of the Home Owners.

Section 9. Fidelity Bonds. The Board of Managers 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 10. Management Agent. The Board of Managers may employ a Management Agent for the Condominium 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 11. Liability of the Board of Managers and Home Owners. Any contract, agreement or commitment made by the Board of Managers shall state that it is made by the Board as agent for the Home Owners as a group only and that no member of the Board of Managers nor any 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/her common interest bears to the common interest of all Home Owners. The Board of Managers shall have no liability to the Home Owners in the management of the Townhouse Condominium except for willful misconduct or bad faith and the Home Owners shall severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his/her 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 Managers and shall be President, Vice President, Secretary and Treasurer. The Board of Managers 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.

Section 2. Election. The Board of Managers shall elect officers after each Annual Meeting to serve until the next Annual Meeting.

Section 3. Appointive Officers. 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 Managers may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Managers.

Section 5. The President. The President shall be the chief executive officer of the Condominium; he/she shall preside at all meetings of the Home Owners and Managers, shall be an *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 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 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/She shall give, or cause to be given, notice of all Home Owners' meetings and special meetings of the Board of Managers (unless performed by the Management Agent) and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision he/she shall be.

Section 8. The Treasurer. The Treasurer shall have 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 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 Managers.

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

He/She 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 the Home, the date when due, the amounts paid thereon and the balance remaining unpaid. These duties may also be performed by the Management Agent at the discretion of the Board.

Section 9. Execution of Documents. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Managers.

ARTICLE V. NOTICES

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

Section 2. Service of Notice – Waiver. Whenever any notice is required to be given under the provisions of the Restated Declaration or these Amended By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated there, 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 Management Agent. In the event, the Condominium is self-managing at some time, then 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 Managers may from time to time designate.

Section 2. Assessments. The Board of Managers 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. The Board 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 proration 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 Managers. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments. The Home Owner agrees to pay promptly when due the monthly and all special assessments applicable to his/her own Home. Any Home Owner who fails to pay the monthly assessment imposed by the Condominium to meet any Townhouse Condominium expense shall be liable for any expenses incurred by the Condominium in collecting said monthly assessment including reasonable interest and reasonable attorney's fees. The Board shall take action to collect any common charges due from any Home Owner that remains unpaid ninety (90) days from its due date by way of foreclosure of the lien on such Home in accordance with Real Property Law § 339, or otherwise.

No Home Owner shall be liable for any common charges that accrue against his/her Home subsequent to a sale, transfer or other conveyance by him/her of his/her Home in accordance with these Amended By-Laws and the Restated 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 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 foreclose 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/her mortgagee, the Board or Management Agent shall promptly furnish such Home Owner or his/her mortgagee with a written statement of the unpaid common charges due from such Home Owner.

Section 5. Liability for Water, Sewer Charges and Refuse Removal. All water consumed on the Common Elements, sewer charges and refuse removal shall be a common expense.

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 of the Condominium, 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. Said account shall be maintained by the Management Agent.

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

ARTICLE VII. INSURANCE

Section 1. Insurance to be Carried by the Board. The Board of Managers 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, (but not including furniture, furnishing or other personal property supplied or installed by Home Owners), covering the interests of the Condominium, the Board of Managers and all Home Owners and their mortgagees, as such interests may appear, in an amount equal to the full replacement value of the Buildings. Each of such policies shall contain a standard New York mortgagee clause in favor of the Board of Managers.

A Directors and Officers errors and omissions policy shall be covered to protect the Board of Managers from liability for the exercise of their official duties; however, such insurance shall not insure said Managers for willful misconduct.

Fire insurance must be carried for the benefit of the Home Owners in an amount no less than \$2 million.

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 cancelled 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 on physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Homes at least ten (10) days prior to expiration of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value meeting current building codes 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 Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers with a single limit of \$500,000 covering all claims for bodily injury or property damage arising out of one occurrence.

Home Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any additional insurance carried by any Home Owner. In fact, it is recommended that all Home Owners obtain an HO-6 policy or its equivalent to cover their belongings.

Section 2. 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, the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any damaged Homes, and any kitchen or bathroom fixtures initially installed therein when built, 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 Managers or the Management Agent, 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 Managers may assess all the Home Owners for such deficit as part of the common charges.

ARTICLE VIII. DEFAULT

In the event a Home Owner does not pay any sums, charges or assessments required to be paid when due, the Board of Managers or the Management Agent, acting on behalf of the Board, shall notify the Home Owner and the mortgagee, if any, of such Home. If such sum, charge or assessment shall remain unpaid for ninety (90) days after the service of such notice, the Board may move to foreclose the lien, and encumber the Home as a result of the non-payment of the required amount as set forth in the Restated Declaration (subject to the lien of any first mortgage) in the same manner as the foreclosure of a mortgage. Interest shall be applied to any amounts due at a reasonable rate from its due date and said Home Owner shall be liable for reasonable costs and attorney's fees incurred by the Condominium in the collection and/or enforcement of its lien.

ARTICLE IX. AMENDMENTS

These Amended By-Laws may be altered, amended or added at any duly called Home Owners' meeting provided that: (1) the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by 18 of 24 Home Owners or seventy-five (75%) percent of the Home Owners in number and common interest; and (3) said amendment shall be set forth in a duly recorded amendment to the Restated 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.

ARTICLE X. SELLING, MORTGAGING AND LEASING HOMES

Section 1. Selling and Leasing Homes. Any Home may be conveyed by its Home Owner free of any restrictions except that no Home Owner shall convey, mortgage, pledge, hypothecate, sell his/her Home unless and until all unpaid common charges assessed against his Home shall have been paid to the Board of Managers, or the Management Agent. However, such unpaid common charges can be paid out of the proceeds from the sale of a Home, or by the grantee. Further, a Home Owner may convey his/her Home and his/her common interest appurtenant thereto, to the Board of Managers on behalf of all Home Owners and upon such conveyance such Home Owners shall not be liable for any common charges thereafter accruing against such Home. Any sale of any Home in violation of this section shall be voidable at the election of the Board of Managers.

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 apply, however, to any purchaser from such mortgagee.

No Units or any portion of a Home may be rented or leased. Owners of Record prior to June, 2014 are excluded from this prohibition. Once a current Owner transfers title to the Home, that Home is bound by this prohibition. Hardship waivers will be considered by the Board on a case-by-case basis. A copy of the lease agreement between an Owner and a Tenant shall be filed with the Management Company. All existing Tenants are subject to the Rules and Regulations.

Whenever the term "Home" is referred to in this Article, it shall include the Home, the Home Owner's undivided interest in the Common Elements, the Home Owner's interest in any Homes acquired by the Board of Managers and the Home Owner's membership interest in the Association.

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 Managers in accordance with this Article.

Section 3. Gifts. 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 XI. 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 Board of Managers 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 each Home Owner; and
- 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 shall request that the award 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 XII. MISCELLANEOUS

Section 1. Insurance. Under no circumstances shall a Home Owner permit or suffer anything to be done or left in his Home that will increase the insurance rates on his Home or any other Home or on the Common Elements.

Section 2. Severability. Should any of the covenants, terms or provisions herein imposed be void or become unenforceable at law or in equity, the remaining provisions of these Amended By-Laws shall, nevertheless, be and remaining full force and effect.

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

Section 4. Notice of Unpaid Assessments. The Board of Managers, or the Management Agent, if any, shall, at the request of a mortgagee of a Home, report any unpaid assessments due from the Home Owners of such Home.

Section 5. Examination of Books and Records. Every Home Owner, his/her representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board or the Management Agent, if any, but no more often than once per month.

Section 6. Construction. Wherever the singular form of a pronoun is used in these Amended By-Laws, it shall be construed to mean singular or plural as context requires.

Section 7. Compliance with Real Property Law Article 9-B. These Amended By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these Amended By-Laws conflict with the provisions of said Statute or with the Restated Declaration, the provisions of the Statute or the Restated Declaration, whichever the case may be, shall control.

CERTIFICATION OF BOARD OF MANAGERS

I, James Marzen, President of the Board of Managers of Grosvenor East Townhouse Condominium, do hereby certify under penalty of perjury that:

The attached Amended By-Laws were approved by an affirmative vote of seventy-five (75%) percent of the homeowners as required by the By-Laws.

Dated: August 11, 2014

