

MONROE COUNTY CLERK'S OFFICE
ROCHESTER, NY

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Return To:
DAVID LAWRENCE
156 WINTERGREEN WAY
ROCHESTER, NY 14618-

BRIGHTON ESTATES CONDOMINIUM

Receipt # 1471724

Index DEEDS

Book 11751 Page 143

No. Pages : 6

Instrument MISCELLANEOUS RECORD

Date : 09/07/2016

Time : 04:20:05PM

Control # 201609070849

Carry # P1984052575

Employee : JoanM

COUNTY FEE NUMBER PAGES	\$	25.00
RECORDING FEE	\$	45.00

Total \$ 70.00

State of New York

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.

ADAM J BELLO

MONROE COUNTY CLERK



PI182-201609070849-6

CERTIFICATE OF AMENDMENT TO THE BY-LAWS
OF CONDOMINIUM

Brighton Estates Condominium, whose property address is #4-#212 Wintergreen Way, Rochester, New York, 14618, a condominium organized and existing pursuant to article 9-B of the Real Property Law of the State of New York, has amended the By-Laws of Brighton Estates Condominium recorded in the Monroe County Clerk's Office on November 18, 1975 in Liber 4936 of Deeds at page 98.

This amended By-Laws were duly authorized by and adopted as provided in Article XIX of the By-Laws.

The unit owners have met and discussed the proposed amendment to the By-Laws and issued written approval thereon.

At least 66-2/3% of the unit owners have in number and common interest approved the Amendment to the By-Laws.

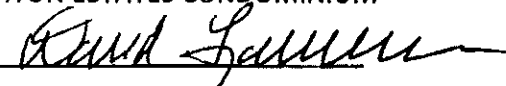
The restated By-Laws shall become effective upon its recording in the Office of the Clerk of Monroe County.

IN WITNESS WHEREOF, of Brighton Estates Condominium has executed this Amendment to the By-Laws this 7th day of September, 2016.


CHRISTOPHER J. QUIRK
Notary Public - State of New York
No. 01GU6235617
Qualified in Monroe County
My Commission Expires Feb. 14, 2019
9-7-16

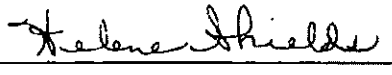

CHRISTOPHER J. QUIRK
Notary Public - State of New York
No. 01GU6235617
Qualified in Monroe County
My Commission Expires Feb. 14, 2019
9-7-16

BRIGHTON ESTATES CONDOMINIUM

By: 

President

Print Name: DAVID LAWRENCE

By: 

Secretary

Print Name: Helene Shields

David Lawrence
156 Wintergreen Way
Rochester, NY 14618

P. 12.

2016 SEP -7 PM 4:20

UNIFORM ACKNOWLEDGEMENT

Dated September 7th, 2014

David Lamm
Helene Shields

(signatures)

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:
CITY OF ROCHESTER)

On the 7 day of September in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared David Lamm, Helene Shields personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CH
Notary Public, State of New York/Commissioner of Deeds

Commission Expires: 02/14/19

CHRISTOPHER J GUCK
Notary Public - State of New York
No. 01GU6235617
Qualified in Monroe County
My Commission Expires Feb. 14, 2019

**AMENDMENT TO
THE BYLAWS OF
BRIGHTON ESTATES CONDOMINIUM**

1. Article XI, Section 11.1 of the original By-Laws is hereby deleted in its entirety.
2. Article XI, Section 11.1 is hereby amended as follows:

"Section 11.1(a) No Unit Owner may sell his Unit or any interest therein except by complying with the following provisions:

Any Unit Owner who receives a bona fide offer for the purchase of his Unit, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter called the "Appurtenant Interests"), which bona fide offer is hereinafter called an "Outside Offer", which he intends to accept, shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with Appurtenant Interests, to the Board of Managers or its designee, corporate or otherwise, on behalf of the owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owners believe the Outside Offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the Board of Managers may elect, by notice to such Unit Owner, to purchase such Unit, together with the Appurtenant Interests (or to cause the same to be purchased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner. In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to cause the same to be purchased by its designee, corporate, title shall close at such place as is designated by the Board of Managers within forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the Unit Owner, if such Unit, together with the Appurtenant Interests, is to be sold shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by the Real Property Law of the State of New York, with all necessary Documentary Stamps affixed and shall pay all other taxes arising out of such sale. In the event the Board of Managers, or its designee, shall fail to accept such offer within thirty (30) days as aforesaid, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside offer. Any such deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the rules and regulations, as the same may be amended from time to time. In the event the offering Unit Owner shall not contract to sell such Unit together with the Appurtenant Interests to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell his Unit, but such sale shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, to the same or another

Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1(a) of this Article XI.

Any purported sale of a Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 11.1(b) No Unit Owner may lease his Unit or any interest therein except by complying with each of the following provisions:

- (i) No Unit Owner may rent or lease his or her unit for a period of more than two years of any given three year period. In addition, unit owners must reside in their unit for one year prior to any rental. This amendment is effective from the date of its filing in the Monroe County Clerk's Office.
- (ii) No Unit Owner may rent or lease his or her unit for a term of less than a nine (9) month term in any calendar year.
- (iii) This section will not apply to any leases in existence on the date this amendment is filed in the Monroe County Clerk's Office. Owners who rent or lease their unit prior to this amendment filing will be permitted one lease renewal upon expiration of their current lease. Such renewals shall not to exceed 2 years. Additional renewals or extensions of leases following that period must abide with section 11.1(b)(i).
- (iv) This section shall not apply to immediate family as defined as Spouse, Significant Other, Grandparent(s), Grandchild(ren) Parent(s), Child(ren), or Sibling(s).
- (v) It is further provided that the Board of Managers on behalf of the Brighton Estates Homeowner's Association may bring equitable action in New York State Supreme Court to terminate any lease not in conformity with the aforementioned leasing provisions and any reasonable costs associated with any litigation will be the responsibility of the losing party.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Managers and such homeowner will be fined \$300.00 per month and any associated court and/or collection costs for the length of the violation (s).

Any Unit Owner who receives a bona fide offer for the lease of his Unit (hereinafter called an "Outside Offer"), which he intends to accept, shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall

offer to lease such Unit, to the Board of Managers or its designee, corporate or otherwise, on behalf of the owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owners believe the Outside Offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the Board of Managers may elect, by notice to such Unit Owner, to lease such Unit (or to cause the same to be leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the the Outside Offer and as stated in the notice from the offering Unit Owner. In the event the Board of Managers shall elect to lease such unit, or to cause the same to be leased by its designee, corporate or otherwise, the lease transaction shall close at such place as is designated by the Board of Managers within forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer. In the event the Board of Managers, or its designee, shall fail to accept such offer within thirty (30) days as aforesaid, the offering Unit Owner shall be free to lease such Unit to the Outside Offeror on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside Offer. Any such lease shall be consistent with the By-Laws and shall provide that it may not be modified, amended, extended, or assigned without the prior consent in writing of the Board of Managers, and that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have power to terminate such lease and/or to bring summary judgement proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. In the event the offering Unit Owner shall not contract to lease such Unit, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to lease his Unit, but such lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to lease such Unit, as the case may be, to the same or another Outside Offeror on the same terms or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1(b) of this Article XI.