

FIRST AMENDMENT TO DECLARATION
OF THE PACKETT'S GLEN CONDOMINIUM

RECEIVED

This is the First Amendment to the Declaration of the PACKETT'S GLEN Condominium, which Declaration was originally filed in the Monroe County Clerk's Office on February 18, 1986 in Liber of Deeds 6859 at page 210.

2012 MAY 18 3:44
MONROE COUNTY CLERK

1. The Declaration of the Packett's Glen Condominium is hereby amended as follows:
 - (a) to change the definition of Common Expenses in Article III, paragraph B, subparagraph (5) to read as follows:

"The cost of items for common use or benefit incurred in accordance with the provisions of the Condominium Act, this Declaration or the By-Laws of the condominium, including cable television service and/or internet service for all units."

2. Article XVIII, paragraph B shall be amended to read as follows:

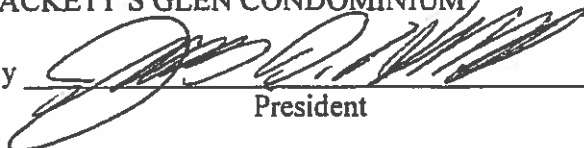
"A resolution adopting a proposed amendment may be passed at such meeting upon the affirmative vote in favor of such resolution by not less than 80% in number and Common Interest of the Unit Owners, subject, however, to the written approval of all first mortgagees of record where the amendment would impair or adversely affect the security held by such mortgagees."

3. The By-Laws have been amended as shown on the first amendment to the By-laws, attached hereto.

Except as otherwise amended, the Declaration of the Packett's Glen Condominium is hereby affirmed and in full force and effect.

PACKETT'S GLEN CONDOMINIUM

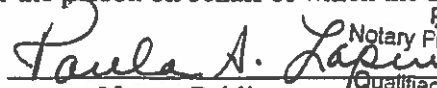
By



President


STATE OF NEW YORK)
COUNTY OF Monroe) ss:

On this 8 day of May, 2012, before me the undersigned, a notary public in and for said state, personally appeared James Howell, personally known to me or approved 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 or the person on behalf of which the individual acted, executed the instrument.



Notary Public
PAULA A. LAPIN
Notary Public, State of New York
No. 4627233
Qualified in Onondaga County
Commission Expires June 30, 2014

The undersigned, Secretary of the Packett's Glen Condominium Association, hereby certifies that the above Amendment to the Declaration was approved 24 of the Unit Owners. Signature pages are on file with the Condominium.



Secretary

Box 9-
(PAL)

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**SECOND AMENDMENT TO DECLARATION
OF THE PACKETT'S GLEN CONDOMINIUM**

This is the Second Amendment to the Declaration of the PACKETT'S GLEN CONDOMINIUM, which Declaration was originally filed in the Monroe County Clerk's Office on February 18, 1986 in Liber of Deeds 6859 at page 210, and amended by First Amendment to Declaration recorded May 16, 2012 in Liber of Deeds 11121 at page 219 in the Monroe County Clerk's Office. (71 West Ave. Fairport, NY 14450)

The Declaration of the Packett's Glen Condominium is hereby amended as follows:

1. The first paragraph of Article IX, Paragraph G, "Sale, Lease or Mortgage of a Unit" shall be amended to read as follows:

- (a) "Except as provided herein, each Unit Owner may sell or lease his or her Unit to whomsoever he or she desires, without restriction, and upon whatever terms he or she can obtain. In no event, however, shall more than 3 Units be leased at any one time. Leases to immediate family members, including parents, grandparents, siblings, children or grandchildren (whether by blood, marriage or adoption) shall not be considered leases as long as the relative of the Unit Owner personally resides in the Unit.
- (b) The Board of Managers may, upon application, allow a rental in "hardship" cases. "Hardship" may involve an illness, job loss, extended absences from home due to military service or other exigent circumstances. Hardship-based permission to lease shall be granted at the sole discretion of the Board of Managers. If approved, a one year lease term will be considered.
- (c) In the event an Owner rents his or her unit, the lease must be on a standard form prescribed by the Board of Managers, and a fully executed copy of the lease must be provided to the Board. All relevant contact information for the tenant must be provided, along with car information and pet information, if applicable.
- (d) Should a tenant violate the Declaration, Bylaws or Rules of the Condominium, the landlord (Unit Owner) will be held responsible for such violation and any fines imposed shall be the obligation of the Owner. If such fines are not paid they will be treated as unpaid common charges under Article XV of the Declaration. If any damage is done to the Condominium by the tenant, his or her guests or pets, said damages shall be charged to the Unit Owner and if such damages are not paid, they will also be treated as unpaid common charges under Article XV of the Declaration.

71 West Ave Perinton

MONROE COUNTY CLERK'S OFFICE
ROCHESTER, NY

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Receipt # 1165265
Index DEEDS
Book 11472 Page 618
No. Pages : 4

Return To:
BOX 93 - *PAL*

Instrument AMENDMENT TO DECLARATION

Date : 11/25/2014

Time : 02:35:30PM

Control # 201411250714

TT # TT0000006384

Ref 1 #

Employee : SueG

PACKETTS GLEN CONDOMINIUM

COUNTY FEE TP584	\$	5.00
MISCELLANEOUS COUNTY FEE	\$	0.00
COUNTY FEE NUMBER PAGES	\$	15.00
RECORDING FEE	\$	45.00
STATE FEE TRANSFER TAX	\$	0.00

Total \$ 65.00

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

CHERYL DINOLFO
MONROE COUNTY CLERK



PI182-201411250714-4

**FIRST AMENDMENT TO BY-LAWS
OF PACKETT'S GLEN CONDOMINIUM**

This is the First Amendment to the By-Laws of the Packett's Glen Condominium. The original Declaration and By-Laws were recorded on February 18, 1986 in Liber 6859 of Deeds at page 210 in the Monroe County Clerk's Office. The By-Laws are hereby amended as follows:

1. Article II, paragraph B, concerning the term of the Board of Managers shall be amended to read as follows:

"Each Manager shall serve for two years. In order to have staggered terms of office, at the next annual meeting after the date of this amendment, three Managers shall be elected to a two year term and two Managers shall be elected to a one year term. Thereafter, all Managers shall be elected for a two year term.

2. Article II, paragraph C shall be amended to read as follows:

"Any Manager may be removed for cause by a majority of the Unit Owners present at an Owner's meeting, duly called and held, at which a quorum is present in person or by proxy."

3. Article II, paragraph F(6) shall be amended to read as follows:

"To adopt rules and regulations governing the conduct of the Owners which shall bind all Owners after they have been notified of same in writing and to impose penalties for the violation of same after two written notices of the violation, which fines shall be at least \$25 per day, with each day of continued violation being a separate violation. Said fines may be enforced as if they were unpaid common charges, including the filing of a lien"

4. Article II, paragraph F (11) shall be amended to read as follows:

"To pay the cost of all heat, electricity, water, sewer and other utility services, including cable television service and internet service, rendered to the Condominium and not billed directly to the Unit Owners. "

5. Article II, paragraph H shall be amended to have the first sentence read as follows:

"A quorum at a meeting of the Board of Managers shall consist of the presence of three (3) or more Managers at such meeting."

6. Article IV, paragraph (F) shall be amended to have the first sentence read as follows:

"Each Unit shall be entitled to the number of votes corresponding to its percentage of Common Interest in the Condominium at every meeting of Unit Owners."

The balance of paragraph (F) shall be eliminated.

7. Article IV, Paragraph G shall be amended to have the first sentence read as follows:

“A quorum at any annual or special meeting of Unit owners shall consist of at least 51% of the authorized votes of all Unit owners present in person or by proxy.”

8. Article IV, paragraph (I) (2) shall be amended to read as follows:

“The Managers shall be elected to the Board of Managers by a plurality of the votes cast by the Unit Owners at the annual meeting, counting the votes as set forth in Article IV, paragraph “F”. Each Manager so elected must be a Unit owner or the spouse/partner of a Unit Owner who resides in the Unit.”

9. Article VI, paragraph (A) (10) shall be amended to read as follows:

“Except for:

- a. one dog or;
- b. one dog and one indoor cat; or
- c. one or two indoor cats; and/or
- d. fish ; and/or
- e. birds kept in a cage

no animals, birds, reptiles or insects belonging to an Owner or tenant of a Unit shall be kept or maintained in any Unit or other portion of the Property except with the consent of the Board of Managers which may, from time to time, (i) impose reasonable rules and regulations setting the type and number of animals, birds or insects and (ii) prohibit certain types of animals, birds or insects entirely. In any event, dogs must be on a leash and must be on a leash with a responsible person when in the Common Elements, inside or outside of the Building. The Board of Managers shall have the right to require any Owner, any tenant of any Owner or any family member or guest of any Owner or tenant to permanently remove of any animal, bird or insect, if, in the opinion of the Board of Managers, acting in its sole discretion, such animal, bird or insect is creating a nuisance because, e.g. the Owner does not clean up after the animal, the animal is too noisy or the animal is not properly controlled.”

10. Article VI, paragraph (A) shall add a new paragraph 11 to read as follows:

“There shall be no smoking or carrying of a lighted smoking apparatus in the common areas inside of the Building. “

11. Article VI, paragraph (A) shall have a new paragraph 12 to read as follows:

“No garages shall be leased or assigned to any person or entity that is not an Owner of a Unit or their spouse or partner or member of their immediate family. No garages shall be leased or assigned for commercial use. If any garages are used by anyone other than the Owner of a Unit, the Owner shall be responsible for any damage done to the Condominium or other Unit Owners due to the acts of the user.”

12. Article VII shall be amended to have paragraph B read as follows:

"A resolution to adopt a proposed amendment must receive the affirmative vote of 66 2/3% in number and Common Interest of the Unit Owners."

IN WITNESS WHEREOF this By-Law amendment has been executed on May 8, 2012.

PACKETT'S GLEN CONDOMINIUM

By: 

President

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 8th day of May, 2012, before me the undersigned, a notary public in and for said state, personally appeared James Howell personally known to me or approved 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 she executed the same in her capacity and that by her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.


Notary public
PAULA A. LAPIN
Notary Public, State of New York
No. 4527286
Qualified in Onondaga County
Commission Expires June 30, 20 14

The undersigned Secretary of the Packett's Glen Condominium Association hereby certifies that the above Amendment to the By-Laws was approved by 20 unit owners. Signature page are on file with the Condominium.


Secretary