

**THE STRAND HOMEOWNERS' ASSOCIATION, INC.**  
**CERTIFICATE OF AMENDMENT TO THE BY-LAWS**

**THIS AMENDMENT**, made this 9 day of June, 2023, by the Board of Directors ("**Board**") of The Strand Homeowners' Association, Inc. ("**HOA**") to the By-Laws of the HOA, the HOA Declaration being recorded at Book 7521page 293, recorded December 16 1988 and recorded in the Monroe County Clerk's Office; and

\*The Strand Subdivision - Webster, NY 14580

**WHEREAS**, the HOA is a Not-For-Profit Corporation, duly organized and existing under the Not-for-Profit Corporation Laws of the State of New York, situated in the Town of Webster, County of Monroe, New York, located at c/o Crofton Perdue Associates, Inc., 111 Marsh Road-Suite 1, Pittsfield, NY 14534, and more fully described in Exhibit "A" attached hereto; and  
*Pittsford*

**WHEREAS**, after Notice was duly given under the Article III Section (G)(2) of the HOA's By-Laws, which notice contained a full statement of the proposed amendment to the By-laws, a duly called Special Meeting of the Board Members was held on March 8, 2023 ("**Special Meeting**"); and

**WHEREAS**, in accordance with the By-Laws in place at the Special Meeting, at least a majority of the Board members attended the Special Meeting, thereby constituting a quorum for the purpose of transacting HOA business; and

**WHEREAS**, in accordance with Article VII, Section A of the HOA's By-Laws in place at the Special Meeting, at least a three-quarters majority of a quorum of directors in attendance at the Special Meeting of the Board, approved, and signed an instrument authorizing the amendment to the HOA's By-Laws set forth in detail below; and

**NOW, THEREFORE**, the Board of Directors of The Strand Homeowners' Association, Inc., pursuant to Article VII Section (A), of the HOA's By-Laws, amends the HOA's By-Laws by creating a new Article VIII thereto titled "LEASING REQUIREMENTS", which would read as follows:

**ARTICLE VIII – LEASING REQUIREMENTS**

The right to lease a Unit and every lease of every Unit at the Association is subject to the following rules and regulations, regardless of whether stated in the lease:

A. No Unit shall be leased by a Member until said Member has owned said Unit for at least twenty-four (24) months; except for the following circumstance:

1. Title to the Unit is acquired via inheritance after the death of a family member. In such event, the estate of said Member or another person who inherits the Unit pursuant to a will or by law may lease the Unit subject to all of the requirements of this Article VIII or other provisions of the Declaration and By-Laws.

B. The lease must be for a period of twelve (12) months, and any lease renewals must be for a period of twelve (12) months. Shorter term and longer-term leases are not permitted.

C. The use of any Unit leased must be for the entire Unit and only a single-family dwelling.

D. The Unit cannot be used as a motel or hotel or otherwise for transient tenants (e.g. AirBNB).

E. The failure of a Member (landlord) to comply with the requirements of this Article VIII shall cause the lease to be automatically terminated. In such event, the Association may proceed as set forth in subsection H hereinbelow.

F. No subleasing is permitted. The lease must state that the tenant may not sublease the Unit.

G. All leasing/renting of the Units at the Association is subject to all applicable laws including, but not limited to, laws of the Town of Webster, and any violations of such laws are hereby deemed a breach of this Article VIII. In addition, if any municipal body issues any violation due to any Member who leases/rents their Unit in violation of any laws, the Member shall be responsible for curing such violation and/or pay any fines or penalties issued by such municipal body. If the Member fails to timely cure same and pay any such fines or penalties, then the Association may cure the violation and pay any fines or penalties, the cost of which, including attorney's fees, will be deemed additional Assessments and charged to the Member's account.

H. If any Member (landlord) or tenant is in violation of any of the provisions of the applicable Declaration or By-Laws, or both, including any rules and regulations, the Association may bring an action in its own name or in the name of the Member (landlord), or both, to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is or has violated any of the provisions of the Declaration, the By-Laws of the Association, or the rules and regulations, the court may find the tenant guilty of forcible detainer despite the fact that the Member is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease or other rental agreements with the Member. For purposes of granting the forcible detainer against the tenant, the court may consider the Member a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Association. The Association is entitled to and may recover all of its costs, including court costs and actual attorney's fees incurred as a result of such violation and default and the action, and these costs shall be a continuing lien on the Unit that shall bind the Unit in the hands of the then Member and the Member's successors and assigns. The Association shall give the tenant and the Member written notice of the nature of the violation of the rules, and thirty (30) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

I. Any lease for a Unit which is entered into prior to the enactment of this amendment shall be permitted to continue for up to one (1) year. Following the date that is one (1) year after the enactment of this amendment, any leases for any such Unit, including any renewals of leases, must comply with all requirements of the HOA's Declaration and By-Laws including, but not limited to, the provisions of this Article VIII.

J. In the event of a breach of any terms and provisions of this Article VIII, then the Member who leased a Unit in violation of this Article VIII and their tenants will be jointly and severally responsible for and required to reimburse the Association and its Board of Directors for any costs and expenses incurred by the Association and its Board of Directors as a result of said breach/violation, including, but not limited to, actual attorney's fees incurred in connection therewith; and such attorneys' fees shall be added to and shall constitute additional Assessments to the Member at issue payable by said Member and may be collected in the same manner as Assessments as provided in the Association's By-Laws and Declaration.

K. Notwithstanding anything to the contrary in these By-Laws or in the Association's Declaration, if a Member (landlord) or tenant violates any provision of this Article VIII, the Association's Board of Directors may immediately levy a fine of up to \$200.00 for each day such violation exists or continues. This fine is in addition to any other rights the Association may have pursuant to these By-Laws or the Association's Declaration. Fines levied under this subparagraph K are deemed additional assessments charged to the Member responsible for the violation and same may be collected in the same manner as assessments as elsewhere provided in these By-Laws and/or the Association's Declaration.

L. Association Board Approval of Lease: The Member and the proposed lessee(s) shall submit an application in a form specified by the Association's Board of Directors together with the proposed lease. The application and lease shall be provided to the Association's Managing Agent, or if no Managing Agent exists, to the Association's Board of Directors, and within 30 days following full submission, the Association's Managing Agent or Board of Directors will advise the Member if the proposed lease or renewal complies with this Article VIII and can commence on the intended commencement date or the date of a determination of compliance, whichever is later. The Board may reject the proposed lessee/application for failure to comply with the requirements of this Article VIII. All lease renewals of previously approved leases must be submitted to the Association's Managing Agent, or if no Managing Agent exists, to the Association's Board of Directors, at least five (5) days prior to the expiration of the then existing lease term, after which the Board of Directors or Managing Agent will advise the Member if the renewal of the lease complies with this Article VIII. If the foregoing compliance notification is not sent by the Association's Board of Directors or Managing Agent, then the tenant will be required to vacate the Unit at the expiration of the then existing term, failing which the Association may proceed as set forth in subsection H and/or K hereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument on June 9, 2023.

THE STRAND  
HOMEOWNERS' ASSOCIATION, INC.

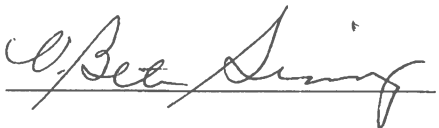
By:

Kelly Concordia (Secretary)  
Kelly Concordia

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

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

On the 9 day of June in the year 2023 before me, the undersigned, personally appeared Kelly Concordia 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

**V. BETH SIMPSON**  
Notary Public, State of New York  
Monroe County Reg. #01516445395  
Commission Expires 12/19/26

→ V. Beth Simpson  
Notary Public, State of New York  
Monroe County, Reg. # 01516445395  
Commission Expires 12/19/26

RECORD & RETURN TO:

SCHNEIDER BUCHEL LLP  
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Garden City, New York 11530