

Box 92  
(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 213 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.

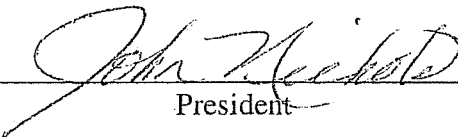
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(e) If a lease is authorized by the Board, the Unit Owner must provide proof that a tenant's policy of insurance has been obtained for the contents of the Unit and any liability inside of the Unit.

2. The By-Laws have been amended as shown on the Second 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 ASSOCIATION**

By   
President


STATE OF NEW YORK )  
COUNTY OF MONROE ) ss:

On this 10 day of Nov, 2014, before me the undersigned, a notary public in and for said state, personally appeared John Michale, 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.

SUZANNE HOWELL  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN MONROE COUNTY  
MY COMMISSION EXPIRES 11-30-2017

  
Notary Public

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

  
Secretary