

SURREY HILL CONDOMINIUM
AMENDMENT TO DECLARATION AND BYLAWS

There is a certain Declaration of Condominium, the Surrey Hill Condominium (the Declaration) dated September 24, 1981 and recorded September 24, 1981, in the Monroe County Clerk's Office in Liber 6048 of Deeds at Page 221; and

WHEREAS, the Unit Owners wish to amend the Declaration and Bylaws of the Condominium; and

WHEREAS, pursuant to Section 15, the Declaration may be amended by a vote of at least 66 2/3 in number and in common interest of all Unit Owners at a meeting of the Unit Owners duly held for such purpose, with the written approval of those mortgagees holding mortgages constituting liens upon the Units.

WHEREAS, pursuant to Article XI, Section 1, the By-Laws may be modified or amended by a vote of 66 2/3 in number and in common interest of all Unit Owners at a meeting of the Unit Owners duly held for such purpose, with the written approval of those mortgagees holding mortgages constituting first liens upon two or more Units.

NOW, THEREFORE, the undersigned Unit Owners hereby declare that the Declaration and By-Laws of the Surrey Hill Condominium is amended as follows:

DECLARATION

Section 15. Amendment to Declaration.

This Declaration may be amended by a vote of at least sixty-six and two thirds (66 2/3%) percent in number and in common interest of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that ~~any such amendment shall have been approved in writing by all mortgagees who are holders of liens on any unit.~~ **prior to the date established for voting on the proposed change, the Board of Managers does not receive written notification of opposition to the change from Mortgage Holders of 51% or more of the number of Units subject to first mortgages.**

Such amendment need not contain the written consent of the required number of Unit Owners, but shall contain a certification by the Board of Managers of the Condominium that the consents required by this Section for such change have been received and filed with the Board of Managers.

BY-LAWS

2014 SEP 30 AM 11:53
MONROE COUNTY CLERK

RECORDED

ARTICLE III

UNIT OWNERS

Section I. Annual Meetings.

~~Within 30 days after the closing of title to one hundred fifty (150) of the units, but in no event later than 18 months from the closing of title to the first unit, the Sponsor shall notify all of the unit owners thereof and the first annual meeting of the unit owners shall be held within 30 days thereafter on a call issued by the President. At such meeting members appointed by the Sponsor shall resign as members of the Board of Managers, and all the unit owners, including the Sponsor, shall elect a new Board of Managers. Thereafter, The date of annual meetings of the unit owners shall be determined by the Board of Managers. held on the 15th day of May of each succeeding year, unless such date shall occur on a Saturday, Sunday or holiday, in which event the meeting shall be held on the succeeding Monday. At such meetings the Board of Managers shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these By-Laws. So long as the Sponsor shall own one or more units, the Sponsor shall be entitled to elect at least one member of the Board of Managers who shall serve for a term of one year. The unit owners may transact such other business at such meeting as may properly come before them.~~

ARTICLE V

OPERATION OF THE PROPERTY

Section 10. Maintenance and Repair.

A. All maintenance of and repairs to any unit, structural or nonstructural, ordinary or extraordinary (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such unit), shall be made by the owner of such unit; each unit owner shall be responsible for all damages to any and all other units and/or to the common elements, that his failure so to do may engender. **The Owner of such Unit will also be responsible to maintain, repair and replace the common area patio or deck area inside the patio/deck fence. The fence itself will be maintained by the Condominium. All utilities in the Units or in the buildings, exclusively serving an individual Unit, including but not limited to electrical wiring, exterior lights, plumbing, duct work, and vents extending through outside walls are the responsibility of the Unit Owner. Cleaning of chimneys is the responsibility of the Unit Owner.**

B. All maintenance, repairs and replacements to the common elements, whether located inside or outside of the units (unless necessitated by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to such unit

owner), **and common elements located underneath the patio or deck, including downspout conductors**, shall be made by the Board of Managers and be charged to all the unit owners as a common expense.

Section 13. Additions, Alterations or Improvements by Unit Owners.

No unit owner shall make any structural addition or alteration to his unit or **changes to the exterior**, without the prior written consent thereto of the Board of Managers, which consent shall not be unreasonably withheld. The Board of Managers shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit, within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the Town, or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Managers only, without, however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. ~~The provisions of this Section 13 shall not apply to units owned by the Sponsor until such units shall have been sold and paid for.~~

No unit owner shall construct any additions, to the exterior of his unit, make structural changes to any of the common elements, or excavate or otherwise alter common elements, whether such common elements be located in, under or adjacent to the Building. No unit owner shall paint the exterior of his unit doors or replace the storm doors or change the exterior lights, or stain or paint the patio fence without the prior consent of the board of Managers. ~~for color and design~~

ARTICLE XI

AMENDMENTS TO BY-LAWS

Section 1. Amendments to By-Laws.

Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the vote of 66 2/3% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purpose, **provided, however, that prior to the date established for voting on the proposed change, the Board of Managers does not receive written notification of opposition to the change from Mortgage Holders of 51% or more of the number of Units subject to first mortgages. Such amendment need not contain the written consent of the required number of Unit Owners, but shall contain a certification by the Board of Managers of the Condominium that the consents required by this Section for such change have been received and filed with the Board of Managers.** ~~but only with the written approval of those mortgagees holding mortgages constituting first liens~~

~~upon two or more units. Section 1 of Article III, insofar as it provides that the Sponsor, so long as it is the owner of one or more units, shall be entitled to elect at least one member of the Board of Managers, Section 8 of Article III, insofar as it provides that the Sponsor, so long as it is the owner of one or more units, may vote the votes appurtenant thereto, Section V, insofar as it provides that the provisions of such section shall not apply to any units owned by the Sponsor, Section 7 of Article VII, insofar as it provides that the Sponsor shall be exempt from the provisions of Section 1 of Article VII, and this Section 1 of Article XI, however, may not be amended without the consent in writing of the Sponsor, so long as the Sponsor shall be the owner of one or more units.~~

The old text is ~~lined out~~.

The new text is in **bold**.

CERTIFICATION OF RECEIPT OF CONSENT
OF OWNERS

The undersigned being X all, O a majority of the Members of the Board of Managers of SURREY HILL CONDOMINIUM, (the "Condominium") do hereby certify, pursuant to Paragraph 15 of the Surrey Hill Condominium Declaration recorded in the Monroe County Clerk's Office in Liber 6048 of Deeds at page 221 that:

1. The number of Unit Owners consenting thereto exceeds the minimum number required to amend pursuant to Paragraph 15 of the Surrey Hill Condominium Declaration and Article XI, Section I of the By-Laws; and
2. Lending institutions, mortgagees holding mortgages constituting liens upon the Units have consented in writing or not objected to the amendment.

 Ann E. Robert

 Ronald Vallot

 Donald E. Lalib

 Barbara Costello

 Lara Ferguson

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

On the 18 day of September in the year 2014, before me, the undersigned, personally appeared Susan E. Robertson, 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, or the person upon behalf of which the individual acted, executed the instrument.

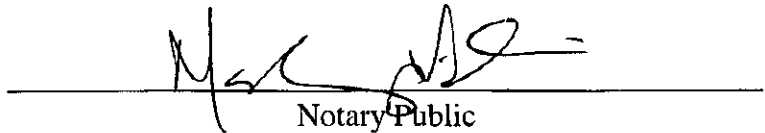


Notary Public

G. STEVEN BUTLER
Notary Public, State of New York
No. 01BU4721352
Qualified in Monroe County
My Commission Expires Jan 31, 2015

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

On the 20th day of September in the year 2014, before me, the undersigned, personally appeared Ronald Vallat, 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, or the person upon behalf of which the individual acted, executed the instrument.

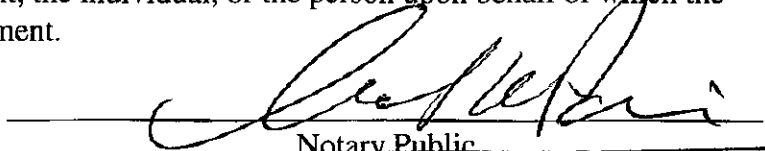


Notary Public

MANDEEP VIRDI
Notary Public, State of New York
No. 01VI6308044
Qualified in Monroe County
Commission Expires July 21, 2018

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

On the 20th day of September in the year 2014, before me, the undersigned, personally appeared Ronald F. Lalik, 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, or the person upon behalf of which the individual acted, executed the instrument.

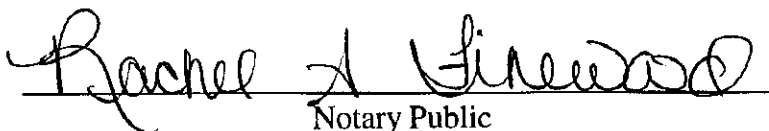


Notary Public

Andrew M. Paris
Notary Public, State of New York
Registration #01PA6038852
Qualified in Monroe County
My Commission Expires March 20, 2018

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

On the 22 day of September in the year 2014, before me, the undersigned, personally appeared Barbara Castle, 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, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

RACHEL A. FINEWOOD
Notary Public, State of New York
No. 01F16297199
Qualified in Monroe County
Commission Expires Feb. 18, 2018

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

On the 23rd day of September in the year 2014, before me, the undersigned, personally appeared Lara Feigenbaum, 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, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

NADIA D PAULINO
Notary Public - State of New York
No. 01PA6253785
Qualified in Monroe County
My Commission Expires Jan. 3, 2016

AMENDMENT TO DECLARATION
(BY-LAWS)

SURREY HILL CONDOMINIUM

DATED: *September 18*, 2014

Record and return to:
Ronald S. Shubert, Esq.
Phillips Lytle LLP
One Canalside
125 Main Street
Buffalo, NY 14203
(716)847-5491

Doc #01-2770026.1