AMENDMENT TO BY-LAWS OF GEORGETOWN EAST CONDOMINIUM

There is a certain Declaration of Condominium, the Georgetown East Condominium (the Declaration) which was recorded on December 17, 1980, in the Monroe County Clerk's Office in Liber 5908 of Deeds at Page 335; and

WHEREAS, the By-Laws of the Condominium were attached to and part of the Declaration; and

WHEREAS, the Home Owners wish to amend the By-Laws of the Condominium; and

NOW, THEREFORE, the Home Owners hereby declare that the By-Laws of the Georgetown East Condominium are amended as follows by adding the additional language following the first paragraph of Article XI, Section 1, and deleting the first line of Article XI, Section 1. The deleted language is "Any Home may be conveyed or leased by its Home Owner free of any restrictions, except that". The first sentence of Article XI, Section 1 shall read "No Home Owner shall convey, mortgage, pledge, hypothecate, sell or lease the Home unless and until all unpaid common charges assessed against his Home shall have been paid to the Board of Managers."

A new paragraph following the first paragraph is added and is as follows:

All present Home Owners who are title Owners to a Home prior to the recording date of this Amendment to the By-Laws, are permitted to lease their Home during the period of their ownership, so long as they are in compliance with the provisions of this Section. However, commencing with the recording date of this document, when a present Home Owner sells their Home, any future right to lease the Home shall immediately cease and the Home must be occupied by and in possession at all times by the new Owner. For purposes of this Section, "leasing" shall also include short-term arrangements such as "Air Bnb", "VRBO", "HOMEAWAY", and similar short term rentals for vacation or special event or similar purposes. Occupancy of a Home by the Owner and/or by immediate relatives of the Owner (parents, grandparents, siblings, and children) shall be considered occupancy by the Owner, Tenant's name, contact information and term of lease must be provided to the Board of Managers at the time of possession. Leases made in violation of these provisions shall be voidable by the Condominium. If the Board elects to void a lease, the landlord shall be deemed to have appointed the Condominium as its agent to evict the tenant in a summary proceeding brought in the landlord's name. The landlord shall be liable for all costs and expenses of such proceeding, including incurred attorneys' fees.

No Home may be sub-leased by the tenant. All tenants and their guests and pets, if any, must comply with the Declaration, By-Laws and rules of the Condominium. If the tenant violates any of these documents, the Owner of the Home will be fined. Failure to pay these fines will be treated like a failure to pay assessments, with the same remedies available to the Condominium.

Existing leases must comply with the density requirements of the County of Monroe. These rules limit the number of permitted occupants. No more than four (4) unrelated people may live in a dwelling at any time. All existing leases shall provide that if an Owner does not pay their assessments within thirty (30) days of their due dates, the Owner assigns the rent payments to the Condominium. The Condominium shall give the Owner and tenant written notice that the rent payments shall be payable to the Condominium until the Owner is current in payments due to the Condominium. No tenant may be evicted for paying the rental due to the Condominium instead of the Owner.

Except as otherwise amended herein, the Declaration and By-Laws of Georgetown East Condominium is hereby affirmed and is in full force and effect.

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CERTIFICATION OF RECEIPT OF CONSENT

OF OWNERS

The undersigned being the President of the Georgetown East Condominium, (the "Condominium") does hereby certify that:

- 1. Consents to the above amendment have been received from the Home Owners of the Units and have been filed with the Board of Managers; and
- 2. The number of Home Owners consenting thereto exceeds the minimum number required to amend pursuant to Article X, of the Georgetown East Condominium By-Laws.

Print: STEVEN J CPIET
Title: President of the Board of Managers

STATE OF NEW YORK

) SS.:

COUNTY OF MONROE

On the Total day of FERENARY in the year 2024, before me, the undersigned, personally appeared STEVEN J. GREEN, 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

Barbara L. Perdue Notary Public In the State of New York

Commission Evolres 7/11/2004

AMENDMENT TO DECLARATION - BY-LAWS

GEORGETOWN EAST CONDOMINIUM

DATED: Jub 14, 2024

Record and return to: Ronald S. Shubert, Esq. Phillips Lytle LLP 28 East Main Street Suite 1400 Rochester, NY 14614-1935 (716)847-5491

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