

COPY

CERTIFICATE OF AMENDMENT  
OF BY-LAWS AND DECLARATION  
HUNTER HIGHLANDS II CONDOMINIUM  
Pursuant to Section 339-s of New York  
State Real Property Law.

JAN 30 3 30 PM '97

GREENE CO. CLERK'S OFFICE

Pursuant to the provisions of Section 339-s of the New York State Real Property Law, ARTICLE X of the By-Laws of HUNTER HIGHLANDS II CONDOMINIUM and ARTICLE SIXTEENTH of the Declaration of HUNTER HIGHLANDS II CONDOMINIUM, the undersigned being the President and Secretary, respectively, of the Board of Managers of the above-named Condominium, hereby certify as follows:

FIRST: The name of the Condominium is Hunter Highlands II Condominium, with offices at Hunter Drive and Highlands Lane, Hunter, Greene County, New York 12442. The real property comprising the Condominium is more particularly described on Schedule "A" annexed hereto.

SECOND: The Declaration of Condominium entitled Hunter Highlands II Condominium was filed in the Greene County Clerk's Office on October 16, 1980, in Liber 506 at Page 146.

THIRD: The Declaration and By-Laws of Hunter Highlands II Condominium are amended as authorized by ARTICLE SIXTEENTH of the Declaration and ARTICLE X of the By-Laws as follows:

Article SIXTEENTH of the Declaration is amended to read as follows:

SIXTEENTH: Amendment of Declaration. This Declaration may be amended only by the vote of not less than 66 2/3rds% percent in number and in common interest of all Home Owners (with the consent of the first mortgagees, if any, of the same Homes), cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that the common interest appurtenant to each Home as expressed in this Declaration shall not be altered without the consent of all Home Owners affected. No amendment shall be effective until recorded in the office of the Clerk of Greene County. There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Home Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period, such presumption will be deemed conclusive.

Article III, Section 5(a)(7) of the By-Laws is amended to read as follows:

7. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from, and/or to impose fines on the Home Owners of the property for violations of the house rules or rules and regulations, the Declaration and/or By-Laws herein referred to;

Article IX of the By-Laws is amended to read as follows:

#### ARTICLE IX. DEFAULT

In the event that a Home Owner does not pay any sums, charges or assessments required to be paid when due, the Board of Managers shall notify the Home Owner and the mortgagee, if any, of such Home. If such sum, charge or assessment shall remain unpaid for ninety (90) days after the giving of such notice, the Board may foreclose the lien encumbering the Home as a result of the non-payment of the required monies as set forth in the Declaration (subject to the lien of any first mortgage), in the same manner as the foreclosure of a mortgage. In the event that the Owner of a Home does not pay the assessment required to be paid by him within sixty (60) days of its due date, said sum shall bear interest at the then current prime rate of interest plus 1% from its due date and said Home Owner shall be liable for the Condominium's reasonable costs and attorney's fees incurred by it incident to the collection for enforcement of such lien.

Each Home Owner shall be governed by and conform with these By-Laws and the Declaration attached hereto. Failure to do so shall entitle the Board of Managers or any Home Owner to recover damages or obtain injunctive relief or both and/or impose fines and the prevailing party shall be entitled to attorney fees, but such relief shall not be exclusive of other remedies provided by law.

Article X of the By-Laws is amended to read as follows:

These By-Laws may be altered, amended or added to at any duly called Home Owners meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by sixty-six and two-thirds (66 2/3rds%) percent of the Home Owners in number and common interest (with the consent of the first mortgagees, if any, of the same Homes); and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the Home Owners' interest and the interest of the holders of a mortgage encumbering a Home or Homes, or adversely affect Sponsor's rights.

Article XI, Section 1 of the By-Laws is amended to read as follows:

ARTICLE XI. SELLING, MORTGAGING AND LEASING HOMES

Section 1. Selling and Leasing Homes. Subject to the provisions of Section 1(a) below, any Home may be conveyed or leased by its Home Owner free of any restrictions except that no Home Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Home unless and until all unpaid common charges assessed against his Home shall have been paid to the Board of Managers. However, such unpaid common charges can be paid out of the proceeds from the sale of a Home, or by the grantee. Further, a Home Owner may convey his Home and his common interest appurtenant thereto, to the Board of Managers on behalf of all Home Owners free of any cost to the Board or the Home Owners and upon such conveyance such Home Owner shall not be liable for any common charges thereafter accruing against such Home. Any sale or lease of any Home in violation of this section shall be voidable at the election of the Board of Managers.

The provisions of this section shall not apply to the acquisition or sale of a Home by a mortgagee who shall acquire title to such Home by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

Whenever the term "Home" is referred to in this section, it shall include the Home, the Home Owner's undivided interest in the common elements and the Home Owner's interest in any Homes acquired by the Board of Managers.

Section 1(a). Leasing Homes. With respect to all leases of Homes entered into subsequent to the effective date of this Section 1(a), the Condominium, by its Board of Managers, shall have the right to bring a proceeding against the tenant(s) of any unit owner for the purpose of evicting said tenant(s) from the owner's Hunter Highlands Condominium II Home as the result of any violation of the Declaration, By-Laws and/or House Rules of the Condominium. By leasing a Condominium Home, both its owner and tenant(s) shall be deemed to have authorized the Board of Managers of Hunter Highlands Condominium II to commence a proceeding for such purpose as if expressly authorized by Article 7 of the New York State Real Property Actions and Proceedings Law.

Sections 2, 3 and 4 shall read as in original By-Laws.

FOURTH: The foregoing amendments to the Declaration and By-Laws of Hunter Highlands II Condominium were authorized by vote of no less than eighty (80%) percent of all home owners in number and common interest with the consent of the first mortgagees, if any, of the same homes at a meeting of the Hunter Highlands II Condominium home owners duly called and held on November 2, 1996.

IN WITNESS WHEREOF, the undersigned have signed this Certificate on the 12<sup>th</sup> day of January, 1997.

MARILYN STEFANS  
24 Highland Boulevard  
Dix Hills, New York 11746

Marilyn Stefans  
President

STATE OF NEW YORK )  
                          GREENE SS.:  
COUNTY OF SUFFOLK )

On the 12<sup>th</sup> day of January, 1997, before me personally came MARILYN STEFANS to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

THOMAS M. FURTH  
Notary Public, State of New York  
No. 31-4963517  
Qualified in New York County 98  
Commission Expires March 12, 1998

Thomas M. Furth  
Notary Public



SCHEDULE "A"  
DESCRIPTION

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Hunter, County of Greene and State of New York, bounded and described as follows:

BEGINNING at a point in the southeast bounds of land conveyed to Shanty Hollow Corporation by West Side Federal Saving and Loan Association by deed dated June 14, 1977 and recorded in the Office of the Clerk of Greene County on July 18, 1977 in Liber of Deeds 488 of page 1117, said point being on a course and distance of S 33° 25' 50" W 123.94 feet from a point marking the most northerly corner of lands of said Shanty Hollow Corporation, said point also marking the southwest corner of Phase I, thence S 80° 04' 10" E 376.25 feet to a point in the line of a cul-de-sac located at the end of a road called Highlands Lane; thence along a line of said cul-de-sac curving to the left with a radius of 60 feet a distance measured along the arc of 190.04 feet to a point therein; thence along the easterly and the southerly bounds of said Highlands Lane the following seven courses and distances, thence along a line curving to the left with a radius of 115 feet a distance measured along the arc of 107.54 feet to a point of tangency; thence N 5° 43' E 133.00 feet to a point of curvature; thence on a line curving to the right with a radius of 70 feet a distance measured along the arc of 143.96 feet to a point of change of curvature; thence on a line curving to the right with a radius of 315.00 feet a distance measured along the arc of 116.19 feet to a point of reverse curvature; thence along a line curving to the left with a radius of 425 feet a distance along the arc of 189.15 feet to a point of Tangency; thence S 60° 49' E 91.62 feet to a point of curvature; and thence along a line curving to the right with a radius of 21.44 feet a distance measured along the arc of 34.56 feet to a point in the westerly bounds of a road called Hunter Drive; thence along the westerly and the northerly bounds of said Hunter Drive the following four courses and distances, thence on a line curving to the left with a radius of 425 feet a distance measured along the arc of 204.71 feet to a point of tangency; thence S 3° 57' 10" W 256.55 feet to a point of curvature; thence on a line curving to the right with a radius of 150.00 feet a distance measured along the arc of 322.01 feet to a point of tangency; and thence N 53° 02' 50" W 840.00 feet to a point in the line of a cul-de-sac at the end of said Hunter Drive; thence on a curve to the left along the line of said cul-de-sac with a radius of 60 feet a distance measured along the arc of 94.25 feet to a point therein; thence N 53° 02' 50" W 5.75 feet to a point in the southeast bounds of land of said Shanty Hollow Corporation; thence along said bounds N 33° 25' 50" E 186.13 feet to the point and place of beginning. Containing 10.404 Acres of land.

(Continued over.....)