



MONROE COUNTY – STATE OF NEW YORK
JAMIE ROMEO, COUNTY CLERK
39 W. MAIN ST, ROOM 101
ROCHESTER, NEW YORK 14614

COUNTY CLERK'S RECORDING PAGE
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BOOK/PAGE: 13088 / 535
INSTRUMENT #: 202503284614

Receipt#: 4298677
Clerk: NB
Rec Date: 05/01/2025 10:37:37 AM
Doc Grp: D
Descrip: AMENDMENT TO DECLARATION
Num Pgs: 14
Rec'd Frm: PHILLIPS LYTTLE LLP

Party1: UNIONVILLE STATION CONDOMINIUM
Party2: UNIONVILLE STATION CONDOMINIUM
Town: PARMA - 264089

Related: Bk: 11049 Pg: 568

Recording:

Cover Page	5.00
Recording Fee	85.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 115.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 115.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 14152

Transfer Tax

Consideration: 1.00

Total: 0.00

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE

Record and Return To:

BOX 170 AMCE

JAMIE ROMEO

MONROE COUNTY CLERK

MAY 1 - 2025

9+1
SECOND AMENDMENT TO CONVEYANCES AND CONDOMINIUM DECLARATION
AND BY-LAWS (SCHEDULE G TO DECLARATION)

Time: 2:37pm

WHEREAS, a certain Conveyances and Condominium Declaration for Unionville Station Condominium was recorded on October 26, 2010, in the Monroe County Clerk's Office in Liber 10935 of Deeds at Page 38, as amended by that certain First Amendment to Conveyances and Condominium Declaration, which was recorded on October 6, 2011 in Liber 11049 of Deeds at Page 568; and

WHEREAS, pursuant to Article XIII of the Declaration, 67% in number and in common interest of all Unit Owners agree to amend the Declaration as hereinafter set forth at a Meeting called for such purpose, which meeting was held on the 17th day of December, 2024; and

WHEREAS, all required consents have been received and filed with the Board of Managers, and the canvass of votes was completed on January 17, 2025.

NOW THEREFORE, it is hereby declared that the Declaration, Article II, Section 2.01 is amended as follows:

Section 2.01 Definitions.

"Board of Managers" shall mean and refer to that body of individuals elected or appointed pursuant to the By-Laws to administer the operation and maintenance of the Condominium Property.

"Building" shall mean and refer to single family detached "patio style" structure, which shall form a portion of the Property, and is described on Schedule B attached hereto and as more particularly described in Article III below.

"By-Laws" shall mean and refer to the framework and procedures pursuant to which the Condominium will be operated. The By-Laws are attached to this Declaration as Schedule G attached hereto.

"Common Elements" shall mean all of the Property, except for the Units, as more particularly described in Article V below.

"Condominium" shall mean and refer to Unionville Station Condominium.

"Consent of Eligible Mortgage Holders" shall mean and refer to actual written consent received from Eligible Mortgage Holders representing at least 51% in number and in common interest of all Units subject to mortgages held by Eligible Mortgage Holders, which consent may be implied for any particular Eligible Mortgage Holder who fails to object in writing to the giving of such consent within 60 days after receipt of the request for such consent.

“Declaration” shall mean and refer to this Conveyances and Condominium Declaration which, by being recorded in the Recording Office, subjects the Property to the provisions of Article 9-B of the Real Property Law of the State of New York.

“Eligible Mortgage Holder” shall mean and refer to the holder of a first mortgage on a Unit who has requested the Board of Managers to notify them on any proposed action or any proposed modification, alteration, amendment or addition to the legal documents of the Condominium which requires the consent of mortgagees or Eligible Mortgage Holders.

“Institutional Mortgagee” shall mean and refer to a bank, savings and loan association, life insurance company, pension trust, trust company, the Federal National Mortgage Association (“Fannie Mae”), the Federal Home Loan Mortgage Corporation (“Freddie Mac”) or any lender approved by Fannie Mae or Freddie Mac which holds a first mortgage on a Unit.

“Owners” shall mean and refer to the Lot Owners and the Unit Owners, collectively.

“Property” or “Condominium Property” shall mean and refer to the land described on Schedule A attached and all improvements thereon (including the Units, the Buildings and the Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

“Recording Office” shall mean and refer to the Monroe County Clerk’s Office.

“Rules and Regulations” shall mean and refer to those guidelines relating to the use of the Property initially attached to the By-Laws as the same may be amended from time to time by the Board of Managers.

“Sponsor” shall mean and refer to Sciortino Developers, LLC, its successors and assigns.

“Unit” shall mean and refer to a living unit, including the dwelling, garage, deck and patio, which is designated in this Declaration and intended for separate occupancy and use as a residence; and also Sponsor’s exclusive right to construct Buildings on certain restricted Common Elements as set forth in Section 5.06 below.

“Unit Owner” shall mean and refer to the record owner of a Unit in the Condominium.

Declaration Section 4.05 is amended as follows:

Section 4.05 Renting of Units. **Only Unit Owners who hold title to a Unit and are currently renting their Unit as of the recording of this Amendment will have the right to continue leasing their Unit, until the lease term expires, and then the Unit can no longer be leased. Owners that are not renting their Unit at the time of this Amendment being recorded or once any Unit is conveyed to a subsequent Owner, the Unit may no longer be rented.**

As of the recording of this Amendment, only the Board of Managers may lease or rent Units as provided by the Declaration and the By-Laws of the Condominium. Units in the Condominium may not be rented to anyone who is under the age of 55 years. In the event of a rental to an individual or individuals who are at least 55 years of age, such rental must be for a minimum period of 30 days. Residents, pursuant to a rental agreement with ~~an Unit Owner~~ **the Board of Managers**, shall not be any younger than 18 years of age. Any resident who is between the ages of 18 and 55 and who occupies the Units as a tenant must be an immediate family member (son or daughter, brother or sister) of a tenant who is at least 55 years of age.

Declaration Section 6.10 is amended as follows:

Section 6.10 **Unit Owner Board of Managers Responsible for Tenants**. Any lease of a Unit shall be for a term of not less than thirty (30) days and shall be in such format and on such lease form, if any, as supplied and approved from time to time by the Board of Managers. Any such lease shall provide for full compliance by the tenant with this Declaration and with the By-Laws and Rules and Regulations of the Condominium.

Declaration Section 12.03 is deleted in its entirety as unnecessary.

By-Laws Section 1.01 is amended as follows:

1.01 Definitions.

“Board of Managers” shall mean and refer to that body of individual elected or appointed pursuant to these By-Laws to administer the operation and maintenance of the Condominium Property.

“Building” shall mean and refer to a Unit.

“Condominium” shall mean and refer to Unionville Station Condominium.

“Consent of Eligible Mortgage Holders” shall mean and refer to actual written consent received from ~~the Eligible Mortgage Holder or the failure of the Eligible Mortgage Holder to object in writing to the giving of such consent within 30 days after receipt of the request for such consent~~ **Eligible Mortgage Holders representing at least 51% in number and in common interest of all Units subject to mortgages held by Eligible Mortgage Holders, which consent may be implied for any particular Eligible Mortgage Holder who fails to object in writing to the giving of such consent within 60 days after receipt of the request for such consent.**

“Declaration” shall mean and refer the Declaration of Condominium which will be recorded in the Monroe County Clerk’s Office and pursuant to which the Property will be subjected to the provisions of Article 9-B of the Real Property Law of the State of New York.

“Eligible Mortgage Holder” shall mean and refer to the holder of a first mortgage on a Unit who has requested the Board of Managers to notify them on any proposed action or any proposed modification, alternation, amendment or addition to the legal documents of the Condominium which requires the consent of mortgagees or Eligible Mortgage Holders.

“Garage” shall mean and refer to that attached portion of a Unit designated in the Declaration which may be used to park a motor vehicle or for storage.

“Owner” shall mean and refer to the record owner of a Unit in the Condominium.

“Property” shall mean and refer to the land and all improvements thereon (including the Units and the common elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

“Recording Office” shall mean and refer to the Monroe County Clerk’s Office.

“Rules and Regulations” shall mean and refer to those guidelines relating to the use of the Property as the same may be amended from time to time by the Board of Managers.

“Unit” shall mean and refer to the Building, designed for separate occupancy as a dwelling by an individual or group of individuals.

By-Laws Section 7.04 is amended as follows:

7.04 Fidelity Insurance. Fidelity insurance shall name the Condominium as obligee and shall cover all members of the Board of Managers, officers and employees of the Condominium and of the Condominium’s managing agent, if any, who handle Condominium funds. The bond shall be in an amount not less than the estimated maximum amount of funds, including reserves, in the custody of the Condominium or managing agent at any given time, but in no event less than a sum equal to three (3) months’ aggregate common charges on all Units, plus reserves. It shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of “employee” or similar expression and shall provide that the bond shall not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 30 days’ prior written notice to the Board of Managers, Insurance Trustee, if any, and all institutional first mortgagees of Units as listed on the books and records of the Condominium.

If there is a clear separation of funds in the custody of the Condominium and the funds in the custody of the managing agent, and the managing agent is bonded for the maximum amount of Condominium funds under their custody at any given time, then the Board of Managers has the option to reduce its coverage by the amount in custody of the managing agent, and the option to not insure the managing agent.

By-Laws Section 8.01 is amended as follows:

8.01 Selling and Leasing Units. **Only Unit Owners who hold title to a Unit and are currently renting their Unit as of the recording of this Amendment will have the right to continue leasing their Unit, until the lease term expires, and then the Unit can no longer be leased. Owners that are not renting their Unit at the time of this Amendment being recorded or once any Unit is conveyed to a subsequent Owner, the Unit may no longer be rented. As**

of the recording of this Amendment, the Board of Managers may lease or rent Units as provided by the Declaration and the By-Laws of the Condominium.

No Unit Owner shall convey, mortgage, pledge, ~~sell or lease or~~ sell such Owner's Unit unless and until all unpaid common charges assessed against such Unit shall have been paid to the Board of Managers. However, such unpaid common charges can be paid, at the time of closing, out of the proceeds of the sale of a Unit or by the grantee. Further, a Unit Owner may convey such Owner's Unit and the common interest appurtenant thereto to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any common charges thereafter accruing against such Unit. A sale ~~or lease~~ of any Unit in violation of this Section shall be voidable at the election of the Board of Managers.

Any lease or rental of a Unit **by the Board of Managers** shall be for a minimum of thirty (30) days, shall be in such format and on such lease form, if any, as supplied by and approved from time to time by the Board of Managers of the Condominium, and shall provide for full compliance by the tenants with the Declaration, By-Laws and Rules and Regulations of the Condominium. ~~The Owner shall be responsible for violations by such Owner's tenant should a tenant be in violation thereof at any time, the Board of Managers of the Condominium may send the Owner of the Unit which said tenant occupies written notice of such violation by certified or registered mail, return receipt requested. If the violation is not cured or eviction proceedings commenced against the tenant within fourteen (14) days after the Owner has received notice of such violation, or if the eviction proceedings are not reasonably diligently pursued thereafter, the Board of Managers may pursue any remedies which it may have under the Declaration or these By-Laws.~~

The imposition of any additional restrictions on the right of a Unit Owner to sell or otherwise transfer, ~~lease or rent~~ such Owner's Unit shall require the consent of the Owners of 67% or more of the Units, in number and in common interest, and the Consent of Eligible Mortgage Holders of 51% or more of the Units then subject to mortgages held by Eligible Mortgage Holders.

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

By-Laws Section 8.02 is amended as follows:

8.02 Mortgaging of Units and Notice to Board of Managers. Each Unit Owner shall have the right to mortgage such Owner's Unit without restriction. ~~Either the Unit Owner who mortgages the Unit or the mortgagee shall notify the Board of Managers in writing of the name and address of the mortgagee. The Board of Managers shall maintain such information in a book entitled "Mortgagees of Units."~~ **The Board of Managers shall maintain the name and address of all Eligible Mortgage Holders in a book entitled "Book of Mortgages."** No Unit Owner shall mortgage, pledge or hypothecate such Owner's Unit unless and until all unpaid common charges assessed against the Unit have been paid to the Board of Managers.

By-Laws Section 10.01 is amended as follows:

10.01 Notices. All notices hereunder shall be in writing and sent, unless otherwise specifically provided in the Declaration or in these By-Laws, by mail by depositing such notice in a post office or letter box in a postpaid sealed wrapper, addressed, if to go to the Board of Managers, at the office of the Board of Managers, and if to go to a Unit Owner or Unit Mortgagee, to the address of such Unit Owner or mortgagee at such address as appears on the books of the Condominium. Notwithstanding the above, all notices to Eligible Mortgage Holders shall be sent by certified or registered mail, return receipt requested, and if such notice includes a request for consent, shall include a statement that the failure to object to the requested consent within ~~30 days~~ **60 days** shall be deemed a consent. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Note:

Old language is ~~lined out~~.

New language is in **bold** print.

The undersigned members of the Board of Managers certify as follows:

1. This Amendment has been adopted in full compliance with the aforementioned Article XIII of the Declaration, in that it was adopted at a duly called Meeting of Unit Owners.

2. A notice of said Meeting containing a full statement of the proposed Amendment was sent out to all Unit Owners as listed on the books and records of the Condominium, on November 12, 2024, said date of mailing being at least 30 days, and not more than 50 days, prior to the Meeting, as required by Section 13.01 of the By-Laws.

3. The Meeting and canvass of votes was held on December 17, 2024. Sixty seven percent (67%) in number and in common interest of all Unit Owners approved this Amendment by voting in person or by proxy, and these consents have been received and filed with the Board of Managers.

4. Said canvass of votes was completed on January 17, 2025, and all consents have been received and filed with the Board of Managers.

IN WITNESS WHEREOF, the undersigned, being a majority of the members of the Unionville Station Condominium Board of Managers, cause this Amendment to be signed this 18th day of April, 2025, and direct that this Amendment be recorded in the Monroe County Clerk's Office as an amendment to the Conveyances and Condominium Declaration.

UNIONVILLE STATION CONDOMINIUM

By: Rebecca Buell
Rebecca Buell, President

By: Charles R. Doell
Charles Doell, Secretary

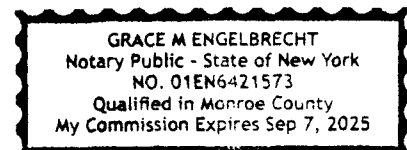
By: Gary L. Oakden
Gary Oakden, Treasurer

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

On the 18th day of April in the year 2025, before me, the undersigned, personally appeared Rebecca Buell, 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.

Grace M. Engelbrecht
Notary Public

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



On the 18th day of April in the year 2025, before me, the undersigned, personally appeared Charles Doell, 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.

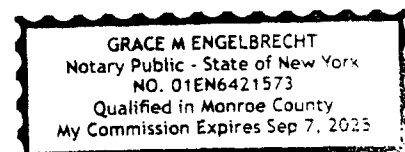
Grace M. Engelbrecht
Notary Public

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



On the 18th day of April in the year 2025, before me, the undersigned, personally appeared Gary Oakden, 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.

Grace M. Engelbrecht
Notary Public



Box 170 (AMC3)

AMENDMENT TO DECLARATION

UNIONVILLE STATION CONDOMINIUM

Dated: April 18, 2025

Anthony M. Carello, Esq.
Phillips Lytle LLP
28 East Main Street
Suite 1400
Rochester, New York 14614

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