



# **Woodbury Commons Homeowners Association**

## **Booklet 2 Legal Documents**

*Revised May 2026 by WCHOA Rules & Regulations Committee*

*David Richardson, Chair; Sandra Koon; and Evelyn Frazee*

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## BACKGROUND

Every homeowner should have three booklets which are relevant to living in Woodbury Commons and being a member of the Woodbury Commons Homeowners Association, Inc. (WCHOA or Association): Booklet 1 (Useful Information); Booklet 2 (Legal Documents); and Booklet 3 (Rules and Regulations). Owners who sell or transfer their units are responsible for passing on the WCHOA Booklets to the buyer/new owner.

This Booklet 2 contains the current governing documents for the Association. The governing documents are the Certificate of Incorporation (Certificate) and Amendments, the Declaration of Covenants, Conditions and Restrictions (Declaration or Declaration of Covenants) and Amendments and the By-Laws. The Certificate of Incorporation and Amendments are recorded with the New York State Department of State. The Declaration and Amendments are recorded with the Office of the Monroe County Clerk. The By-Laws are not recorded.

Pages 3 to 6 set forth the Certificate of Incorporation with the substantive changes made by subsequent amendments noted under the title. These changes were made by the First and Second Amendments to the Certificate recorded on November 6, 1986 and April 22, 1999, respectively, and are noted on Appendix A as # 1 and #2. Amendments which are outdated are set forth as # 3 and # 4 on Appendix A. Item #5 on Appendix A is the most recent Amendment designating, Realty Performance Group (RPG), to accept service of process on behalf of WCHOA. These documents are set forth in Appendix A for historical purposes.

The Tenth Amendment to the Declaration (which is the current version) is found at pages 7 - 21. The current By-Laws are contained at pages 22 - 32.

The order of precedence of these documents (pursuant to Article XII of the By-Laws) and the votes needed to amend these documents are as follows:

First, the Certificate of Incorporation, as amended – a majority of the entire membership must approve any substantive amendments; a majority of the Board of Directors can approve administrative amendments (*e.g.*, change re: service of process) (pursuant to Amendment of Certificate of Incorporation filed on April 22, 1999 and NYS Not-for-Profit Corporation Law Section 802);

Second, the Declaration, as amended – 66% of the entire membership must approve any amendments;

Third, the By-Laws, as amended – 66% of the entire membership must approve any amendments;

Fourth, the Rules and Regulations – 66% of the entire membership must approve any Rule or Regulation change.

All property in Woodbury Commons, including buildings, individual lots, common property, and restricted common property is subject to the Certificate, as amended, the Declaration, the By-Laws and the Rules and Regulations.

## **SUMMARY DESCRIPTION**

Woodbury Commons Homeowners Association, Inc. (WCHOA or Association), is a corporation as defined in subparagraph (a)(5) of Section 102 of the New York State Not-for-Profit Corporation Law. The Woodbury Commons community is defined as a “Planned Unit Development”. It is a privately owned community, including the roads. In accordance with its Declaration and Amendments and By-Laws, it conforms to New York State laws governing Homeowners Associations.

Woodbury Commons property comprises common areas owned by the Association, and individual lots/units owned by the homeowners. Each Owner’s lot/unit is defined by an instrument survey. All remaining land is Common Property. Some common property, such as each unit’s driveway is “restricted” to use by an individual homeowner.

Living in a shared community, such as an HOA, has many benefits. It also imposes certain obligations which may seem restrictive to those accustomed to living in a private residence. The Rules and Regulations found in Booklet 3 provide the framework for living in an HOA.

**1986 CERTIFICATE OF INCORPORATION OF WCHOA**

Signed on October 9, 1986 and Recorded on October 20, 1986

NOTE: Substantive amendments of the Certificate of Incorporation include deletion of Sections 5 and 6 and the last paragraph of Section 7 (see First Amendment, Appendix A, Item 1). Also, Section 7 was amended to provide for management of the Association and sets the number of Directors as not less than three nor more than allowed by law and deletes Section 10 (see Second Amendment, Appendix A, Item 2).

**CERTIFICATE OF INCORPORATION OF  
WOODBURY COMMONS HOMEOWNERS ASSOCIATION. INC.**

Under Section 402 of the Not-for-Profit Corporation Law

The undersigned, for the purposes of forming a corporation pursuant to Section 402 of the Not-for-Profit Corporation Law of the State of New York, hereby certify:

- 1. The name of the corporation is Woodbury Commons Homeowners Association, Inc. hereinafter called the "Association".
- 2. The Association is a corporation as defined in subparagraph (a)(5) of Section 102 of the New York State Not-for-Profit Corporation Law.
- 3. The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide maintenance, preservation and creative building control of the residential lots and common area within that certain tract of property known as Woodbury Commons and located on Hulburt Road in Monroe County, New York; also to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association; and for this purpose to:
  - A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association.
  - B. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
  - C. Acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
  - D. Borrow money, and, with the assent of two-thirds (2/3) of the members, mortgage, pledge, give a deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members agreeing to such dedication, sale or transfer;

F. Participate in a merger or consolidation with other non-profit corporations organized for the same purposes, or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;

G. Act as purchasing agent for goods and services for the members of the Association only;

H. Have and exercise any and all powers, rights and privileges which a corporation organized under the Not-for-Profit Corporation Law of the State of New York, by law may now or hereafter have or exercise.

4. This corporation shall be a type "A" corporation as defined by Section 201 of the New York State Not-for-Profit Corporation Law.

5. Every person or entity who is a record owner of a fee or individual fee interest in any lot which is subject by covenants of record for assessment by the Association, including contract seller, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

6. The Association shall have one (1) class of voting members which shall be all owners and each owner shall be entitled to one (1) vote for each lot owned. In any case in which a member is entitled to vote, he shall have no more than, nor less than, one vote; except that if a corporation has an organization as a member, the certificate of incorporation or by-laws may provide that each organization shall be entitled to vote substantially proportionate to its membership.

7. The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association. The number of Directors of the Association shall be four (4). The names and addresses of the persons who are to act in the capacity of Director, until the selection of their successors are:

NAME	TITLE	ADDRESS
Charles F. Camilleri	Director	212 Stoneridge Road Rochester, NY
Robert F. Camilleri	Director	113 Simpson Road Rochester, NY
Jerald J. Rotenberg	Director	59 Shaftsbury Road Rochester, NY
Joseph C. Ange, Jr.	Director	6 Stockton Lane Rochester, NY

At the first annual meeting, the members shall elect all of the Directors for terms of three years each. At each third annual meeting thereafter, Directors shall be elected by the members to hold office for three (3) years or until election of their respective successors.

8. The Association may be dissolved, with the assent given in writing and signed by not less than two thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or a consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created, or for the general welfare of the residents of the town in which the property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization devoted to similar purposes.

9. The duration of the Association shall be perpetual.

10. Amendment of this Certificate of Incorporation shall require the assent of seventy-five percent (75%) of the entire membership.

11. The Secretary of State is designated as agent upon whom process against it may be served. The Post Office address to which the Secretary of State shall mail a copy of any process served against him is: c/o Chamberlain D'Amanda, Oppenheimer & Greenfield, 1600 Crossroads Office Building, Rochester, NY 14614

12. The office of the corporation is to be located in the County of Monroe, State of New York.

13. The incorporator of this corporation is a natural person at least nineteen (19) years of age.

14. Nothing contained in this Certificate shall authorize or empower the corporation to perform or engage in any act or practice prohibited by the General Business Law Section 340 or other anti-monopoly statutes of the State of New York.

IN WITNESS WHEREOF, I have made, subscribed and acknowledged this Certificate this 9th day of October 1986.

Matthew M. Korona (signature)

1600 Crossroads Building

Rochester, New York 14614

STATE OF NEW YORK )

COUNTY OF MONROE ) SS:

On this 9<sup>th</sup> day of October 1986, before me personally came Matthew M. Korona to me known and known to me to be the same person described in and who executed the foregoing certificate of incorporation, and he duly acknowledged to me that he executed the same.

Susan E. Finn (signature)

Notary Public

# TENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Signed on December 19, 2023 and Recorded January 10, 2024

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODBURY COMMONS HOMEOWNERS ASSOCIATION, IS AMENDED BY THIS TENTH AMENDMENT

This instrument made the 19th day of December, 2023, is the Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions of the Woodbury Commons Homeowners Association, Inc. (the Declaration) which was recorded in the Office of the Monroe County Clerk on October 2, 1987 in Liber 7202 of Deeds, Page 268, which Declaration was last amended by Amendment dated June 10, 2020 and filed in the Office of the Monroe County Clerk on July 6, 2020 in Liber 12359 of Deeds, Page 402.

WHEREAS, at least sixty-six percent (66%) of the Owners of the lots in Woodbury Common Homeowners Association, Inc. situated in the Town of Perinton, County of Monroe, and State of New York voted on June 21, 2023, to amend and restate the Declaration recorded in the Office of the Monroe County Clerk on October 2, 1987, in Liber 7202 of Deeds, Page 268, and

WHEREAS, the undersigned are all members of the 2023 Board of Directors of Woodbury Commons Homeowners Association, Inc. and as Directors are vested with the authority to execute this document to give effect to the vote of the Owners,

NOW, THEREFORE, it is declared that all of the properties situated in Woodbury Commons Homeowners Association, Inc., as described in the initial Declaration and the Ninth Amendment thereto described above shall be held, sold, and conveyed subject to the following covenants, restrictions and conditions which are for the purpose of protecting the value and desirability of the real property, and which covenants, restrictions and conditions shall run with the real property, and shall be binding on all parties having any right, title or interest in the affected properties or any apart thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### 4.1 ARTICLE I - DEFINITIONS

**Section 1. "Association"** shall mean and refer to the Woodbury Commons Homeowners Association, Inc., its successors and assigns.

**Section 2. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Multiple individuals or entities in ownership of a Lot shall be deemed a single "Owner."

**Section 3. “Property” or “Properties”** shall mean and refer to that certain real property hereinbefore described, including areas therein to be occupied by single dwellings, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4. “Common Area” or “Common Areas”** shall mean and refer to all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows: The private road known as Woodbury Way, all private drives, and all Open Green Areas as may be shown on a map of Woodbury Commons Subdivision, filed in the Monroe County Clerk’s Office in Liber 239 of Maps at pages 8, 9 and 10.

**Section 5. “Lot”** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

**Section 6. “Member”** shall mean and refer to every person or entity who holds membership in the Association. Each Owner shall be a Member. Multiple individuals or entities in ownership of a Lot shall be deemed a single Owner and shall be a single Member.

**Section 7. “Unit”** shall mean any townhome, building, or other dwelling unit erected on a Lot.

#### **4.2 ARTICLE II - PROPERTY RIGHTS**

**Section 1. Owner’s Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment through the Association in and to the Common Area in common with others which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. the right of the Association, pursuant to its By-Laws, to adopt rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereon;
- b. the right of the Association to suspend the right to use the Common Area by any Owner for any period during which an assessment against such Owner’s Lot remains unpaid and for a period of not more than sixty (60) days for any infraction of its published rules and regulations; however, there shall be no right of the Association to suspend the right of an Owner to ingress or egress to such Owner’s Lot;
- c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by seventy-five percent (75%) of the Members and signed by their first mortgagees agreeing to such dedication or transfer has been recorded;

- d. the right of the Association to limit the number of guests;
- e. the right of the Association, in accordance with its Certificate of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas.

**Section 2. Delegation.** Any owner may delegate, in accordance with the By-Laws, such Owner's right of enjoyment to the Common Areas to such Owner's family members or contract purchasers who reside on the property.

#### **4.3 ARTICLE III - EASEMENTS**

**Section 1. Association Right.** The Association shall have the right to grant easements, both temporary and permanent, to any or all public utilities and/or public authorities, over, under, or through any part of the Properties described herein, to inspect and read utility meters and to use any pipes, wires, ducts, cables, conduits, public utility lines, and other equipment located in any Unit or elsewhere on the property serving any Unit.

**Section 2. Blanket Easement.** There is hereby created a blanket easement upon, across, over and under all of the Properties for ingress, egress, installations, replacement, repair, and maintenance of all utilities and corresponding meters, including but not limited to water, sewers, gas, telephones, electricity, and a television antenna or cable system. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Properties and to affix and maintain electrical and/or telephone wires and conduits, sewer and water lines, on, above, or below any residence or land owned by any Owner so long as it does not interfere with the use and occupancy of any structure. An easement is hereby granted to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over all the Common Areas and to enter into any residence to perform the duties of maintenance and repair of the residences or Common Area, to repair and maintain any utilities for which an easement has been granted and to prevent any damage to any other residence. Neither the Association nor any public authority or public utility shall be liable for any damage done by any of them or their assigns, agents, employees or servants to shrubbery, trees, flowers, lawns, or other improvements of the Owner located on land covering easements for underground services, other than the liability for the reasonable cost of repairing said damage. The Association shall have the right to obtain and retain a key from each Owner for entry into each Unit at any time in the event of an emergency repair or maintenance and for all purposes set forth in this Declaration.

**Section 3. Common Areas.** Each Lot, and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, settling, and overhangs for all buildings constructed by Declarant. A valid easement for said encroachments and for the maintenance and repair of same, so long as such encroachments stand, shall and does exist in favor of the Owner and mortgagees, if any, of the improvement causing the encroachment. In the event that any structure

containing one or more units is partially or totally destroyed and then rebuilt, minor encroachments on paths of the adjacent units or Common Areas due to construction shall be permitted, and a valid easement for said rebuilding and for said encroachments and the maintenance and repair thereof shall exist.

#### **4.4 ARTICLE IV - PARTY WALLS**

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing lines between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law requiring party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repairs and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it. If the other Owner thereafter makes use of the wall, he shall contribute to the costs of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any provisions of this Article, any Owner who by such Owner's willful act or negligence causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right to Contribution Runs with the Land.** The right and/or obligation of any Owner to make or receive contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6. Arbitration.** In the event of any dispute arising concerning a party wall under provision of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of the arbitrators, and the decision shall be binding.

#### **4.5 ARTICLE V - EXTERIOR MAINTENANCE**

**Section 1. Association Maintenance Responsibility.** The maintenance and repair of the Property shall initially be as provided on the maintenance chart or "Responsibility Matrix" attached to the Useful Information in Booklet #1.

The Association may increase (or decrease) its maintenance responsibilities, provided such increase or decrease is approved in writing by the Owners of 66 percent (66%) of all Units.

Any responsibility for maintenance, repair or replacement with respect to the Units which is not the responsibility of the Association is the responsibility of and shall be made at the cost and expense of the respective Owner(s) of such Units.

Subject to the provisions of Section 2 below, the cost of all maintenance, repairs and replacement performed by the Association shall be funded from the Assessments as provided in Article VII below.

The Association shall have an easement and right of access for maintenance and repairs as set forth in Article III above.

**Section 2. Repairs and Maintenance Which Are Not the Responsibility of the Association.** Any maintenance, repair or replacement made by the Association pursuant to Section 1 above but which is occasioned by a negligent or willful act or omission of a Unit Owner (including: [1] any family member or guest or invitee of such Owner, and [2] any guest or invitee of any member of such Owner's family) shall be made at the cost and expense of such Unit Owner. If such maintenance, repair or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Unit and such cost shall be added to the Unit Owner's Assessment and, as part of that Assessment, shall constitute a lien on the Unit to secure the payment thereof.

The maintenance, repair or replacement of any Property of a Unit Owner which is not covered by the Responsibility Matrix shall be the responsibility of the Unit Owner who owns such Property, but such responsibility shall not preclude such Owner from recovering the cost of such maintenance, repair or replacement from any party whose negligence or affirmative act caused the need for such maintenance, repair or replacement.

**Section 3. Quality and Frequency of Maintenance and Repairs.** All maintenance, repair and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property. The Association may establish reasonable schedules and regulations for maintenance, repair and replacement of Property which it is obligated to maintain, repair or replace, which schedules and regulations shall take into account the useful life of any painting and exterior materials and the enhancement and preservation of the appearance and value of such Property.

#### **4.6 ARTICLE VI - MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Each Owner of a Lot which is subject to assessment shall be a Member of the Association. Multiple individuals or entities in ownership of a Lot shall be deemed a single Owner and a single Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have one class of voting membership.

## **4.7 ARTICLE VII - COVENANT FOR ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. Maintenance Assessment. Annual Assessments for servicing, maintenance, and repairs of the Common Areas and operating expenses of the Association;
- b. Tax Assessments. Annual assessments for all real property taxes on the Common Areas;
- c. Capital Improvement Assessments. Special assessments for capital improvements of the Common Areas;
- d. Unit Service Assessments. Annual assessments for services, if any, obtained for, and/or provided for Lots, such as water, fire and casualty insurance, gas, electricity, television reception, etc.;
- e. Reserve Fund Assessments. Assessments for the funding and refunding of reserve accounts established for the repair, maintenance or improvement of Common Areas or Units;
- f. Unit Repair Assessments. Assessments for repair and maintenance of individual units, such assessments to be established and collected as hereinafter provided.

The Maintenance, Tax, Capital Improvement, Unit Service, Reserve Fund and Unit Repair assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Maximum Maintenance Assessment.** The annual maintenance assessment will be determined by the Board of Directors of the Association, but any increase may not exceed ten percent (10%) of the previous year's assessment, plus the percentage increase from the previous year of the U.S. Bureau of Labor Statistics Consumer Price Index for Services.

The Board of Directors may fix the annual maintenance assessment at any amount not in excess of the maximum.

The maximum annual maintenance assessment may be increased above the maximum only by a vote of sixty-six percent (66%) of the Members voting in accordance with the By-Laws of the Association (see By-Law Article III, Section 4).

**Section 3. Special Assessments for Capital Improvements, Reserve Fund Assessments and Unit Repair Assessments.** In addition to the annual maintenance

assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any reconstruction, or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto (Capital Improvement Assessments), and for the purpose of funding and refunding reserve accounts established for the repair, maintenance or improvement of Common Areas or Units (Reserve Fund Assessments), and for the purpose of repairing and maintaining individual units (Unit Repair Assessments) provided that any such assessment shall have the assent of sixty-six percent (66%) of the votes of Members who are voting in accordance with the By-Laws of the Association (see By-Law Article III, Section 4).

**Section 4. Notice and Quorum for Any Action Authorized Under Sections 2 and 3.**

E-mail notice pursuant to the provisions of the By-Laws of the Association (see By-Law Article III, Section 4) of any meeting called for the purpose of taking any action authorized under Sections 2 and 3 shall be sent to all Members not less than ten (10) nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum.

If at such meeting the required sixty-six percent (66%) approval is not given, then the Secretary shall hold open the ballot for thirty (30) days to enable those Members not present to vote. If at the end of the thirty (30) days period the required sixty-six percent (66%) approval has not been given, then the proposal shall be deemed to have been defeated.

**Section 5. Rate of Assessment.** Maintenance, Tax, Capital Improvements and Unit Service and Reserve Fund assessments must be fixed at a uniform rate for all Lots.

**Section 6. Date of Commencement of Annual Assessments: Due Dates.** The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless the Board otherwise provides, one-twelfth (1/12) of the annual assessments shall be due each month. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Section 7. Effect of Nonpayment of Assessments.** Remedies of the Association.

- a. Late Fees. Any assessment not paid within thirty (30) days after the due date shall be charged a late fee of 10% of the monthly assessment amount for each month missed going forward. However, a late notice will be sent after the first 15 days alerting the homeowner.
- b. Action at Law, Foreclosure of Lien, Attorneys Fees. The Association may bring an action at law against the Owner personally obligated to pay the same, or

foreclose the lien against the property; and interest, costs, disbursements, and reasonable attorney's fees of any such action will be added to the amount of such assessment and each such Owner agrees to pay such attorney's fees as the Association may incur in any action to foreclose such lien.

- c. Lien, Actions and Other Remedies. Each such Owner, by such Owner's acceptance of a deed to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed by a lending institution. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### **4.8 ARTICLE VIII - ARCHITECTURAL AND LANDSCAPE CONTROL**

No building, fence, wall, antenna/dish, deck or other structure shall be constructed, erected or maintained upon the Properties nor shall any exterior addition, change or alteration of the Properties be made until a Request for Approval (RFA) showing, as relevant and applicable, the nature, kind, shape, height, materials, and location of the change or addition has been submitted to and approved by the Board of Directors. When determining whether an RFA should be approved, the Board shall consider the harmony of external design and location of the proposal in relation to surrounding structures and topography as well as the rules and regulations and any other governing provisions. Replacement of an existing heat pump or air conditioning compressor in its same location does not require an RFA to be submitted, but an RFA must be submitted for an initial installation or re-location of a heat pump or air conditioning compressor.

#### **4.9 ARTICLE IX - USE RESTRICTION**

The use of any portion of the Property, including the Lots, Units and Common Areas, shall be subject to the provisions of the codes, rules and regulations of the Town of

Perinton, County of Monroe and State of New York as the same may be amended from time to time. No commercial or business activities shall be permitted upon the Properties.

1. No commercial vehicles, other than those vehicles making deliveries or providing services to the Lots and Units in the development, may be stored or parked on any portion of the Properties, except entirely within an enclosed garage.
2. No boating vessel, trailer or recreational vehicle may be parked or left on the Properties for more than twenty-four (24) hours except entirely within an enclosed garage or in areas designated by the Association.
3. Visitor parking may be limited to areas designated by the Association.
4. No advertising or political signs, except one "For Sale" sign shall be placed or permitted to remain on the Property.
5. Except in the individual patio area adjacent to a Unit and fenced at the time of purchase, planting or gardening shall be governed by the rules and regulations of the Association.
6. No fences, hedges or walls shall be erected or maintained upon said Property without such approvals as may be required under Article VIII hereof.
7. There shall be no exterior television, or radio antennas or satellite dishes placed or maintained upon any portion of the Property except as may be permitted pursuant to the rules and regulations of the Association, or as permitted by the Federal Telecommunications Act of 1996 and Federal Communication Commission (FCC) 1999 Over-The-Air Reception Devices Rules.
8. Effective upon the recording of this Amendment, no Residential Unit may be leased. All Residential Units must be Owner occupied, excepting units currently [December 9, 2006] being leased, which may be leased until they are conveyed to a subsequent Owner.

#### **4.10 ARTICLE X - INSURANCE AND CASUALTY DAMAGE**

Insurance Assessments:

1. Fire and Hazard Insurance. The Board of Directors of the Association, or its duly authorized agent, shall have the authority to and shall obtain a master insurance policy for all Units against loss or damage by fire or other hazards and coverage shall be for the unit value of each Unit under the "all in" policy, i.e., covering the Units including but not limited to the Unit structure, wall to wall carpeting, lighting fixtures, any attic or basement areas, bathroom fixtures, built-in appliances, wall coverings, all heating, air conditioning and all machinery servicing the Units and common facilities and any improvements, betterments, upgrades or alterations made by present or prior owners or occupants; coverage shall exclude the personal property of owners and occupants.

2. Public Liability Insurance. The Board of Directors shall also obtain a broad form public liability policy covering all Common Areas, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. The coverage shall be written on such basis, at such rates and upon such terms as the Board of Directors of the Association shall from time to time in its discretion determine.
3. Premium. Premium for all such insurance shall be included in the Unit service assessment, payable monthly. All such insurance coverage, including insurance on individual Units obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the Owners.
4. Owner Insurance. In addition to the aforesaid insurance required to be carried by the Owner through the Association, any Owner may, at such Owner's expense, carry any and all other insurance desired or deemed advisable. It shall be the individual responsibility of each Owner to procure homeowner's liability insurance, theft and other insurance covering personal property damage and loss.
5. Rebuild or Repair. In the event of destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds and to the extent possible, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly existed. All such insurance proceeds shall be deposited in a bank or other financial institution the accounts of which are insured by a Federal government agency. Such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors may negotiate with and engage any contractor of its choice.
6. Deficient Insurance Proceeds. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly existed, the Board of Directors shall levy a special assessment against all Owners of the damaged Units in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such Units to satisfy any deficiency.
7. Excess Insurance Proceeds. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and/or Owners in such proportions as the Board of Directors shall deem fair and equitable in the light of the damage sustained by such Units.
8. Application of Owner Insurance. In the event of damage or destruction by fire or other casualty to any Unit or other property covered by insurance written in the name of an individual Owner, said Owner shall, upon receipt of the insurance

proceeds, contract to repair or rebuild such damaged or destroyed portions of the Unit in a good workmanlike manner in conformance with the original plans and specifications of said Unit. In the event such Owner refuses or fails to so repair and rebuild any and all such damage to the Unit within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such Unit in good and workmanlike manner in conformance with the original plans and specifications of the Unit. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided for delinquent assessments, and subject to foreclosure.

#### **4.11 ARTICLE XI - GENERAL PROVISIONS**

##### **Section 1. Enforcement.**

- a. Actions at Law or Suits in Equity. The provisions of the Declaration bind the Property and shall be construed as running with the land and shall inure to the benefit of and be enforceable by the Association (being hereby deemed the agent for all of the Owners), and by any Member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or suits in equity. As it may be impossible to measure momentarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.
- b. Penalties and Fines. In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation of this Declaration or of the By-Laws or of the rules and regulations of the Association or any committee of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against an Owner shall be deemed a Special Assessment against the Lot of such Owner or on which the Unit occupied by such occupant is located and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Owner, and shall be collectible in the same manner as Assessments under Article VII of this Declaration.
- c. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior or subsequent thereto. No liability shall attach to the Association (or any officer, director, employee, member, agent, committee or

committee member) or to any other person or organization for failure to enforce the provisions of the Declaration.

- d. Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is: (1) the Owner; or (2) any family member, guest or invitee of the Owner; or (3) a guest or invitee of any member of such Owner's family, such costs shall also be a lien upon the Lot owned by such Owner.

**Section 2. Severability.** Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall continue with full force and effect perpetually unless terminated or its duration shortened by the affirmative vote pursuant to the provisions of the By-Laws of the Association (see Article III, Section 4) of not less than 80% of the total number of Lot Owners. This Declaration may be amended by the affirmative vote of 66% or more of the total number of Lots. Any amendment must be recorded in the office of the Clerk of the County of Monroe. Such Amendment need not contain the written consent of the required number of Owners, but may contain a Certification by the Board of Directors of the Association that the consents required for such Amendment have been received and filed with the Board.

**Section 4. Prior Declaration.** This Amended and Restated Declaration of Covenants, Conditions and Restrictions modifies and supersedes those prior Declaration of Covenants, Conditions and Restrictions encumbering the premises herein described, as previously amended, and all provisions of this Amended and Restated Declaration shall control over conflicting provisions of such prior Declaration. No amendment which substantially affects the interest of any lending institution shall be effective if lending institutions which are first mortgages of 51% or more of the Lots advise the Association in writing, prior to the date set for voting on the proposed amendments that they are opposed to such amendment, which opposition must not be unreasonable.

Pursuant to Declaration Article XI, Section 3, the undersigned members of the Board of Directors certify as follows:

1. This Amendment has been adopted in full compliance with Article XI of the Declaration.
2. It was adopted after a duly called meeting of the Lot Owners and by secret ballot.
3. More than sixty-six percent (66%) of the Lot Owners have approved the Amendment.

IN WITNESS WHEREOF, the undersigned being all the members of the Woodbury Commons Homeowners Association, Inc. Board of Directors cause this Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions of the Woodbury Homeowners Association, Inc. to be signed this 19th day of December, 2023, and direct the Amendment to be recorded in the Monroe County Clerk's Office as an Amendment to the Declaration.

Signed:

Wayne C. Picone, President:

s/ Wayne C. Picone

Bernard W. Notar, Vice President:

s/ Bernard W. Notar

Evelyn Frazee, Secretary:

s/ Evelyn Frazee

Brendan J. Pressimone, Treasurer:

s/ Brendan J. Pressimone

James N. Shafer, Member-at-Large:

s/ James N. Shafer

STATE OF NEW YORK    )  
COUNTY OF MONROE    ) ss.

On the 19th day of December in the year 2023, before me, the undersigned, personally appeared Wayne C. Picone, 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 of the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

s/ Thomas A. Klonick  
Notary Public

STATE OF NEW YORK    )  
COUNTY OF MONROE    ) ss.

On the 19th day of December in the year 2023, before me, the undersigned, personally appeared Bernard W. Notar, 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 of the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

s/ Thomas A. Klonick  
Notary Public

STATE OF NEW YORK    )  
COUNTY OF MONROE    ) ss.

On the 19th day of December in the year 2023, before me, the undersigned, personally appeared Evelyn Frazee, 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 she executed the same in her capacity, and that by her signature of the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

s/ Thomas A. Klonick  
Notary Public

STATE OF NEW YORK )

COUNTY OF MONROE ) ss.

On the 19th day of December in the year 2023, before me, the undersigned, personally appeared Brendan J. Pressimone, 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 of the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

s/ Thomas A. Klonick

Notary Public

STATE OF NEW YORK )

COUNTY OF MONROE ) ss.

On the 19th day of December in the year 2023, before me, the undersigned, personally appeared James H. Shafer, 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 of the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

s/ Thomas A. Klonick

Notary Public

# **BY-LAWS OF WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.**

Amended June 21, 2023 and February 14, 2024

## **5.1 ARTICLE I - NAME, PURPOSE, OFFICE**

**Name and Location.** The name of the corporation is Woodbury Commons Homeowners Association, Inc., hereafter referred to as the “Association”. The principal office of the corporation shall be located in the Town of Perinton, Monroe County, New York, but meetings of Members and Directors may be held at such places within the State of New York, County of Monroe, as may be designated by the Board of Directors. The Association has been formed for the exclusive purpose of promoting the common good and social welfare of the Members of the corporation.

## **5.2 ARTICLE II - DEFINITIONS**

All terms used herein shall have that meaning and definition ascribed to them in Article 1 of the Declaration of Covenants, Conditions and Restrictions (Declaration or Declaration of Covenants) encumbering the Woodbury Commons subdivision, as such declaration may be amended from time to time.

## **5.3 ARTICLE III - MEETINGS**

**Section 1. Agenda and Governing Rules.** Meetings are to be based upon a published agenda followed sequentially and conducted by the President or his/her designee who is responsible for maintaining a civil atmosphere by allowing only one individual to speak at a time and allowing others to speak upon recognition by the Chair. This procedure is applicable to monthly Board Meetings, the Annual Meeting and any Special Meeting.

Section 2.

### **Section 2. Board Meetings.**

- a. The President or any two (2) Directors shall call meetings of the Board. Meetings shall be held monthly. Minutes will be recorded. A Special Board Meeting requires written/oral notice given a minimum of 24 hours in advance. All actions taken require recorded separate minutes or actions incorporated in the minutes of the next meeting of the Board.
- b. Quorum: Three (3) Directors constitute a quorum for the transaction of business. A voting member of the Board unable to attend the meeting shall be consulted regarding all published agenda items prior to the meeting, provided sufficient notice has been given by the absent member.
- c. Action taken without a meeting requires a written vote of all directors and shall have the same effect as does a meeting of the Directors and shall be recorded in the minutes of the next Board meeting and noted having taken place without a meeting.

- d. Attendance at Directors' meetings shall be open to Members except when held pursuant to section 2(c) above. Anyone wishing to speak or make a presentation to the Board, must notify the Management Company in writing, at least two (2) weeks before the meeting and include an outline of their topic. Due to time constraints of the Board, they will be given up to 15 minutes to speak. Only in matters where personal privacy must be preserved, and by two-thirds majority, the Board may elect to have a portion of the meeting in executive session without the presence of non-Board Members.

**Section 3. Association Annual Meeting.** There shall be an Annual Meeting in November each year to conduct the business of the Association. The order of business shall be as follows:

- a. Calling the meeting to order;
- b. Proof of a quorum if a vote upon a substantive issue(s) will be taken;
- c. Introduction of newly elected Board members and Officers for the upcoming year;
- d. Committee Reports;
- e. Transaction of other business, including announcement of Nominating Committee Members; and
- f. Review of next year's budget and the Capital Reserve Fund(s).

**Section 4. Notice of Meeting - General Provision.** Notice of a meeting called for the purpose of taking any action authorized under the Declaration of Covenants and By-Laws (including but not limited to: Declaration of Covenants Article VII Sections 2, 3, 4 & 7; Article XI Section 3 and By-Laws Article III Sections 4, 7, 8 & 10; Article IV Section 2; Article 5 Section 3; Article VII Section 1 & 3 and Article XII Section 1) shall be issued by or at the direction of the Board President to all Members entitled to vote not less than ten (10) days nor more than fifty-(50) days in advance of the meeting (see N-PCL Section 605[a]) via email UNLESS a Member entitled to vote has requested to receive notice via first class mail by providing written notification to the Management Company on or before September 1, 2026 for any vote conducted after September 1, 2026 or within 60 days after becoming a Member for any vote conducted in 2027 or thereafter. The request to receive notice via first class mail shall remain in effect until rescinded in writing provided to the Management Company. Such notice shall specify the place, day and hour of the meeting, and include an agenda.

**Section 5. Quorum.** A quorum is required whenever a vote will be conducted except for a vote to approve minutes. The participation of sixty percent (60%) of the Members entitled to cast votes shall constitute a quorum. If the required sixty (60) percent for a quorum is not obtained by the deadline for the vote, then the Secretary shall hold open the ballot for thirty (30) days to enable those Members not accounted for to vote. If at the end of the thirty (30) day period a quorum is not obtained, then the proposal shall be deemed to have been defeated.

**Section 6. Proxies.** When a vote is to be taken, each Member may vote in accordance with the provisions of Article III, Section 4, in person at the meeting or by proxy, duly appointed by instrument in writing, filed with the Management Company, which writing is subscribed by the Member and bears a date not more than eleven (11) months prior to such meeting, unless such instrument provides for a longer period. Each proxy shall be revocable and shall automatically cease upon conveyance by a Member of the Member's Lot/Unit. Proxies are no longer needed for the election of directors because this vote is now done by e-mail prior to the Annual Meeting (see By-Law Article IV, Section 2).

**Section 7. Minutes of Annual Meeting.** Minutes shall be distributed by email or mail, pursuant to the provisions of Article III, Section 4, to Members for their review and approval within 30 days after the close of the Annual Meeting. Approval of the minutes of the Annual Meeting will be accomplished by the return of a ballot distributed by e-mail pursuant to Article III, Section 4. The minutes will be deemed approved upon a vote of approval by 66% of the Members who attended the annual meeting.

**Section 8. Special Meeting of the Members.** A Special Meeting of the Members may be called by the Board of Directors to address any business or issues that concern the Association in between Annual Meetings. Absent an emergency situation, at least 10 days e-mail notice of a Special Meeting shall be provided to the Members pursuant to the provisions of Article III, Section 4. The provisions of Section 5 above shall apply regarding the establishment of a quorum at any Special Meeting at which a vote will be taken.

**Section 9. Governing Rules.** All meetings of Members and the Board of Directors shall be governed by Robert's Rules of Order.

**Section 10. Vote.**

- a. An affirmative vote of 66% or more of the Members eligible to vote, as defined in subsection (b) below shall be sufficient to approve any action or resolution EXCEPT that amendment of the Certificate of Incorporation shall require the assent of a majority of the entire membership and termination or shortening of the duration of the covenants and restrictions of the Declaration of Covenants shall require an affirmative vote of not less than 80% of the total number of Lot Owners/Units (see Declaration of Covenants, 4.11 Article XI, Section 3). Notice and method of voting shall be conducted as provided in the provisions of By-Law Article III, Section 4;
- b. A Member must be on the title of the Lot/Unit to be entitled to vote or serve on the Board. Each Member is entitled to one vote, and only one vote, regardless of the number of Lots/Units owned by such Member. Multiple individuals or entities in ownership of a Lot/Unit shall be deemed a single Member, entitled to one vote.

**Section 11. Virtual Meetings.** At the discretion of the Board of Directors, any meeting may be held via virtual communications platform (e.g., ZOOM, Microsoft TEAMS, Google Meet).

#### **5.4 ARTICLE IV - ELECTION OF DIRECTORS AND TERM OF OFFICE**

**Section 1. Number.** The affairs of the Association shall be managed by a Board of Directors consisting of five (5) persons, who must be Members of the Association. Only one Owner of a Unit may serve on the Board at one time.

**Section 2. Election and Term of Office.** The term of a Director shall be three years unless shortened to achieve staggered terms. It is desired that not more than two (2) Board members change in any year in order to facilitate the efficient operation of the Board. To achieve staggered terms, terms(s) may be shortened. The term to which an individual is being elected shall be set forth on the ballot. A Member may serve as a Director for not more than six (6) consecutive years.

New member(s) of the Board of Directors shall be elected one month prior to the Annual Meeting by ballot distributed in accordance with the provisions of Article III, Section 4. On or before seven (7) business days after the date balloting is closed, the Management Company shall count the ballots and notify the Members of the results. A newly elected Director(s) will serve beginning on January 1 after election.

Prior to the Annual Meeting held in November, newly elected Directors shall confer with carryover Board Members (that is, the new Board) for the purpose of designating officers (President, Vice-President, Treasurer, and Secretary) and Member-at-Large. If the new Board cannot agree on the selection of officers, then the current/outgoing Board shall make the selection prior to the Annual Meeting. The new Board Members and Officers shall be introduced at the November Annual Meeting. Newly elected Directors are encouraged to attend the December meeting of the outgoing Board and/or hold an organizational meeting prior to their first official meeting to facilitate the exchange of information and learning of procedures. Since the powers of the office of Director are not conferred until January 1, the incoming Board has no authority to vote on any substantive matter at any meeting held prior to January 1.

**Section 3. Vacancies.** Any Director may be removed from the Board, for cause, by a majority vote of the Members of the Association. In the event of the death, resignation or removal of a Director, his or her successor shall be selected by the remaining Board Members to fill the vacancy until the next Annual Meeting. The provisions of Article V, Nomination and Election of Directors shall apply for the nomination of a candidate(s) to run for the unexpired term caused by early termination of a Director's term, regardless of cause.

**Section 4. Compensation.** No director shall receive compensation as a Director for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties, as well as compensated for services performed other than as a Director.

## **5.5 ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nominating Committee.** The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors and two (2) more Members of the Association who need not be members of the Board of Directors. The nominating committee shall be appointed by the Board of Directors prior to each Annual Meeting, to serve from the close of such Annual Meeting to the close of the next Annual Meeting, and such appointment shall be announced at each Annual Meeting.

**Section 2. Nominations.** Nomination for election to the Board of Directors shall be made by a nominating committee which shall present a slate of candidates to replace those members of the Board whose terms have expired or been vacated. Nominations by Members may also be made by responding to the Notice of Request for Nominees (to be circulated to Members in September) by submitting a nomination form by the date indicated in the Notice of Request. Nominations may be by self-nomination or by another Member.

### **Section 3. Election.**

- a. Procedure. Election to the Board of Directors shall be by e-mail ballot, or if timely requested, by hard copy ballot submitted by first class mail to the Management Company pursuant to the provisions of Article III, Section 4. Completed ballots shall be submitted to the Management Company for counting and the results, together with copies of the completed ballots, then delivered to the Board President. Upon request of the Board, the ballots may be subject to review and verification of results by the full Board. The person or persons (in the event there is more than one Board opening) receiving the highest number of votes shall be elected. A record of the returned e-mail ballots shall be maintained and made available for review upon request by a majority of the Members at the Annual Meeting.
- b. Member Vote Definition. Each Member is entitled to one vote, and only one vote, regardless of the number of Lots/Units owned by such Member. Multiple individuals or entities on the title of a Lot/Unit shall be deemed a single Member, entitled to one vote. A Member must be on the title of the Lot/Unit to be entitled to vote or serve on the Board.

## **5.6 ARTICLE VI - MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** There shall be a monthly meeting of the Board of Directors.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after each Director has received written or verbal notice of the purpose and intent of the meeting at least twenty-four hours prior to the proposed meeting, unless an emergency exists which requires meeting sooner. All actions taken shall be recorded in separate minutes

or in the minutes of the next meeting of the Board and shall be noted as taking place in a special meeting.

**Section 3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. At a duly held meeting at which a quorum is present, every act or decision ratified by a majority of the total number of Directors present either in person or via virtual communication platform (e.g., Zoom or TEAMS) shall be regarded as the act of the Board, but all members of the Board who will be unable to attend the meeting shall be consulted regarding all published agenda items prior to the meeting.

**Section 4. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written vote of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors, shall be recorded in the minutes of the next meeting of the Board, and shall be noted as taking place without a meeting.

**Section 5. Attendance.** Meetings of Directors shall be open to Members except when held pursuant to Section 4. On occasion, only in matters where personal privacy must be preserved, and by a two-thirds majority, as specified in Robert's Rules of Order, the Board may elect to have a portion of the meeting in executive session without the presence of non-board Members.

## **1.7 ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have the power to:

- a. Rules and Regulations Committee. Appoint a Rules and Regulations Committee whose function shall be to propose revisions, additions, and deletions to the legal documents (Booklet 2) and Rules and Regulations (Booklet 3) for ratification by sixty-six percent (66%) of the Members by pursuant to the provisions of Article III, Section 4, and to annually update Booklet 1 (Useful Information). Revisions to the legal documents and the rules and regulations are necessary to adapt to evolving changes and situations for more effective governance of the Association, the common and individual properties therein, the personal conduct of the Members and their guests, and to establish penalties for any infraction thereof. The Chair of the Rules and Regulations Committee, or his/her designee, shall receive a copy of any Request for Approval (RFA) submitted to the Board for approval to ensure the request is in compliance with the provisions of Booklets 2 and 3 and to submit a recommendation(s) to the Board thereon. The Rules and Regulations Committee shall have the right to seek enforcement of any legal documents and Rules and Regulations affecting the Association.
- b. Penalties. Submit to the Board recommendations for reasonable penalties to be established to enforce compliance with Association legal documents and the Rules and Regulations;
- c. Exercise Association Power. Exercise for the Association all powers and duties and authority vested in or delegated to the Association and not

reserved to the Members by other provisions of these By-Laws, the Certificate of Incorporation, or the Declaration of Covenants;

- d. Board Vacancy. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board (unless such absences are approved by the Board) and the remaining members of the Board shall appoint a successor to serve as specified in By-Law Article IV, Section 3;
- e. Property Manager. Employ a manager, an independent contractor, or such other employees, agents, or professional consultants, as they deem necessary, and to prescribe their duties; and
- f. Requests for Approval. Grant only those Requests for Approval that are in compliance with the Declaration of Covenants, By-Laws and the Rules and Regulations. Unless sooner action is necessary to avoid injury or damage, action on a Request for Approval shall be taken within thirty (30) days of receipt of the request and reported, in writing by mail or email, within five (5) days thereafter to the applicant.

**Section 2. Duties.** It shall be the duty of the Board to perform as follows:

- a. Records. Cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof at the Annual Meeting or Special Meeting of Members, as appropriate. A homeowner may upon written request, by mail or email, access such records provided the request is reasonable in terms of time, frequency of requests, and volume of material requested. The Association, by the Directors, may deny the homeowner's request, in whole or in part, should the Board, in its sole discretion, deem it to be abusive and/or an onerous expense in terms of time and/or money. At the Association's sole discretion, any such access may be exercised by in-person examination or by the provision of electronic or hard copies;  
  
Oversight. Supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- b. Budget and Assessment. As more fully provided in the Declaration of Covenants to: 1) present a final budget, including the proposed annual assessment against each Lot/Unit, to all Members at least thirty (30) days in advance of each annual assessment period; 2) take appropriate action to collect assessments not paid within thirty (30) days after the due date; and 3) issue an annual audit by a certified public accountant to all Members as soon as possible consistent with approved accounting practices, but not later than June 1;
- c. Certificate of Assessment Payment Status. Issue, or cause an appropriate officer or agent to issue, upon demand by any Member, a certificate

setting forth whether or not the Member's payment of any assessment is current. A reasonable charge may be made by the Board for the issuance of a certificate. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- d. Insurance. Procure and maintain adequate liability and hazard insurance on property owned by the Association and procure and maintain a master insurance policy for all Units, including added improvements to all Units, against loss or damage by fire, or other hazards, as set forth in the Declaration of Covenants;
- e. Bonds. Cause all officers or employees having fiscal responsibilities to be bonded and all Board members to be insured against liability in the performance of their duties, as it may deem appropriate;
- f. Common Area. Cause the Common Area to be maintained;
- g. Buildings Maintenance. Cause the exterior of the dwellings to be maintained pursuant to the Declaration of Covenants, Conditions and Restrictions, and the Rules and Regulations of the Association;
- h. Information to Members. Make certain that all Members are provided timely updates to the Woodbury Commons Homeowners Association Booklets, which include: Booklet 1 - Useful Information including, but not limited to, Responsibility Matrix, service request protocols, frequently called numbers, names of Board and committee members and service contractors, Request for Approval and other forms; Booklet 2 - Legal Documents including the Certificate of Incorporation, the Declaration of Covenants, Conditions and Restrictions, and the By-Laws; and Booklet 3 - Rules and Regulations;
- i. Compilation of Information. In addition to reflecting in the monthly Board minutes information about Work Orders and Requests for Approval determinations, the Management Company shall maintain an annual compilation of this information, together with a compilation of the Board minutes, for access by any Member upon written request in accordance with Article VII (2)(a);
- j. Reserve Fund Withdrawal. Promptly mail and/or email notice to all Members whenever the Board deems it necessary to draw from the reserve fund account for non-budgeted expenses. A period of at least two weeks shall elapse between the mailing of notice and any withdrawal to permit the Board to receive comments for its consideration. The responses of the Members are for the guidance of the Board and in no way limit the actions of the Board.
- k. Fiduciary Responsibility re: Expenditures. Responsibly manage

Association funds and expenditures by obtaining multiple quotes whenever there shall be an expenditure or contracted expense expected to be in excess of \$2000, except when the delay of doing so could cause harm or damage to individual(s) or property. Inform Members whenever a project or expense in excess of \$10,000 is anticipated and seek Members' comments regarding the priority of the expense in relation to other expenditures, present and future, already incurred or to be incurred by the Association. The responses of the Members are for the guidance of the Board and in no way limit the actions of the Board.

**Section 3. Conflict of Interest.** No member of the Board shall cast a vote or negotiate a contract that will solely affect his or her own Unit, or participate in a way that presents a conflict of interest or appearance of impropriety.

## **5.8 ARTICLE VIII - OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors; a Secretary, and a Treasurer, who need not be members of the Board of Directors; and such other officers as the Board may from time to time by resolution create.

**Section 2. Designation of Officers.** Prior to the Annual Meeting, the Directors constituting the incoming Board shall meet to select Directors to fill the positions of President, Vice-President, Treasurer and Secretary. The remaining Board member shall be designated as Member-at-Large. If the incoming Board members are unable to timely agree on who will serve as Officers for the upcoming term, then the current/outgoing Board members shall designate the Director to serve in each Officer position.

**Section 3. Term.** The officers (President, Vice-President, Treasurer, and Secretary) and Member-at-Large of this Association shall hold office for one (1) year beginning January 1 after their selection or until their successors are duly elected and qualified, unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office for cause by the Board. Any officer may resign at any time by giving written notice to the Board via the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by the remaining Board members. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. The duties of the officers are as follows:**

President. The President shall consider all information and abide by guidelines and procedures contained in the Certificate of Incorporation, Declaration of Covenants, By-Laws, and Rules and Regulations; shall preside at all meetings of the Board of Directors and Association Members; and shall see that orders and resolutions of the Board are carried out. The President shall prepare and distribute an agenda for all meetings of the Board and of the Members. The President is responsible for maintaining civility and order at meetings by recognizing members wishing to speak without interruption from the floor. The President shall also ensure all germane reports and recommendations made by *ad hoc* committees pertaining to the Certificate of Incorporation, Declaration of Covenants, By-Laws, and Rules and Regulations are presented to the membership through either the Annual Meeting or a Special Meeting. The President, or his or her designee(s), is responsible for welcoming new owners and reviewing with them the Legal Documents (Booklet 2) and the Rules and Regulations (Booklet 3). The President, or his or her designee(s) is also responsible for making sure that the street, driveways, and sidewalks are cleared pursuant to the snow plowing contract. The President is responsible for ensuring the Management Company's compliance with its contractual and designated duties beyond those duties for which the Treasurer provides oversight.

Vice President. The Vice President shall act for the President in the event of the President's absence or inability or refusal to act.

Treasurer. The Treasurer shall ensure that the Management Company performs its duty to maintain proper books and obtains an audit by a certified public accountant to be performed at the conclusion of each fiscal year for distribution to the Members by no later than June 1 of each year; that an up-to-date financial report is presented to Members at the Annual Meeting; and shall prepare or arrange for the preparation of a final annual budget, including a statement of income and expenditures, to be presented to the Members at the Annual Meeting.

It is the responsibility of the Treasurer to make sure that all bills presented which have been budgeted and approved under a signed contract are paid without significant delay. Bills which are un-budgeted, significantly larger than the amount contracted, or unanticipated, will require the Board's approval prior to payment. This responsibility

may include a Board decision to require that the Treasurer counter-sign contracts and payment checks that are considered major costs by the Board Members.

Secretary. The Secretary is responsible for taking minutes at all Board meetings, as well as the Annual Meeting and Special Meetings, creating and posting notices for meetings, as requested by the President, and assisting the President to keep a list of items for follow-up or execution and responsibility for those items.

## **5.9 ARTICLE IX - COMMITTEES**

**Section 1. Nominating Committee.** The Board of Directors shall appoint a nominating committee as provided in these By-Laws.

**Section 2. Other Committees.** The Board of Directors shall appoint such other committees as needed and these shall be Ad-Hoc committees in nature.

## **5.10 ARTICLE X - BOOKS AND RECORDS**

The financial books, records and papers of the Association shall be made available for inspection by any Member upon appointment with the treasurer or secretary, and a Management Company representative, if contracted by the Association.

## **5.11 ARTICLE XI - ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay the Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date the homeowner shall be charged a late fee of 10% of the monthly assessment amount for each month missed going forward. A late notice will be sent alerting the homeowner that the monthly assessment fee is late after 15 days. The Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments by nonuse of the Common Area or abandonment of his or her Lot.

## **5.12 ARTICLE XII - AMENDMENTS**

**Section 1.** These By-Laws may be amended at a regular or special meeting in person or by proxy or by e-mail ballot, pursuant to Article III, Section 4, by sixty-six percent (66%) of all Members entitled to vote.

**Section 2.** In the event of a dispute as to the wording or interpretation of any documents or resolutions, the control wording shall be as described in the superior document. The documents shall be rated in the order of superiority in the following ranking:

First, the Certificate of Incorporation

Second, the Declaration of Covenants

Third, the By-Laws

Fourth, the Rules and Regulations

Fifth, the Resolutions of the Board of Directors

**5.13 ARTICLE XIII - FISCAL YEAR**

The fiscal year shall be January 1 to December 31.

## **APPENDIX A - SYNOPSIS OF WCHOA CERTIFICATE OF INCORPORATION AND AMENDMENTS**

### **THERE TO FILED WITH NYS DEPARTMENT OF STATE**

Initial Certificate of Incorporation (C of I) was signed October 9, 1986 and recorded with the NYS Department of State, Division of Corporations on October 20, 1986.

- 1) First Amendment signed October 31, 1986 and recorded with the NYS Department of State, Division of Corporations on November 6, 1986 - deletes provisions 5 and 6 and the last paragraph of provision 7 of the initial C of I.
- 2) Second Amendment signed June 23, 1998 and recorded with NYS Department of State, Division of Corporations on April 22, 1999 - provides that the Board is to manage the Association, deletes provision 10 of the Certificate of Incorporation requiring a vote of 75% of the Members to amend the C of I, and provides mailing of process by Secretary of State to Phillips Lytle law firm.
- 3) Third Amendment signed June 23, 1998 and recorded with NYS Department of State, Division of Corporations on April 22, 1999 - changes entity and place for Secretary of State to mail copy of service of process to Phillips Lytle law firm.
- 4) Fourth Amendment signed August 24, 2009 and recorded with the NYS Department of State, Division of Corporations on September 23, 2009 - changes place for Secretary of State to mail a copy of service of process to Kevin Cooman, Esq., McConville Considine Cooman & Morin, 25 East Main Street., Ste. 400, Rochester, NY.
- 5) Fifth Amendment signed December 20, 2023 and recorded with NYS Department of State, Division of Corporations on January 19, 2024 – changes entity and place for Secretary of State to mail copy of service of process to Realty Performance Group (RPG), 1800 Hudson Avenue, 1<sup>st</sup> Floor, Rochester, NY.

①

BA21223

CERTIFICATE OF AMENDMENT  
 OF THE  
 CERTIFICATE OF INCORPORATION  
 OF  
 WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.  
 Under Section 803 of the Not-for-Profit Corporation Law

C.F.S

The undersigned, being all of the members of the Corporation, by unanimous written consent hereby adopt the following amendments to the Certificate of Incorporation.

BA21223

1. The name of the Corporation is Woodbury Commons Homeowners Association, Inc., hereinafter called "Association".
2. The Association's Certificate of Incorporation was filed with the Department of State on October 20, 1986 pursuant to Section 402 of the Not-for-Profit Corporation Law of the State of New York.
3. The Association is a corporation as defined in subparagraph (a)(5) of Section 102 of the New York State Not-for-Profit Corporation Law and is a type "A" Corporation as defined by Section 201 of the New York State Not-for-Profit Corporation Law.
4. Section 5 regarding membership in the Association and Section 6 regarding voting are hereby deleted in their entirety.
5. Section 7 regarding directors is amended by

deleting the last paragraph of Section 7 regarding the term and election of directors.

6. This Amendment of the Certificate of Incorporation was authorized by the sole member of the Association.

7. The Secretary of State is designated as agent upon whom process against it may be served. The Post Office address to

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-2-

which the Secretary of State shall mail a copy of any process served against him is: c/o Chamberlain, D'Amada, Oppenheimer & Greenfield, 1600 Crossroads Office Building, Rochester, New York 14614.

IN WITNESS WHEREOF, the undersigned sole member by its Secretary and Treasurer has made and subscribed this Amended Certificate this 31st day of October, 1986.

HARTS WOODS TOWNHOUSES, INC.

  
\_\_\_\_\_  
JERALD J. ROTENBERG, Secretary and  
Treasurer

2

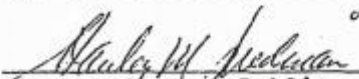
VERIFICATION

STATE OF NEW YORK)  
COUNTY OF MONROE ) SS.

JERALD J. ROTENBERG, being duly sworn says: that he is the Secretary and Treasurer of Harts Woods Townhouses, Inc. the sole member of the Association herein, that he has read the foregoing Certificate of Amendment, and knows the contents thereof, and that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true. The reason why this Verification is made by Jerald J. Rotenberg is that he is an officer, to wit, the Secretary and Treasurer of Harts Woods Townhouses, Inc., which is a New York corporation, and he is familiar with the facts and circumstances herein.

  
\_\_\_\_\_  
JERALD J. ROTENBERG

Sworn to before me this 31st  
day of October, 1986.

  
\_\_\_\_\_  
Notary Public

STANLEY M. FRIEDMAN  
NOTARY PUBLIC  
State of New York, Monroe County  
Commission Expires March 30, 1987

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4

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED NOV-6 1986

AMT. OF CHECK \$ 38  
FILING FEE \$ 38  
TAX \$ \_\_\_\_\_  
COUNTY \_\_\_\_\_  
COPY \$ \_\_\_\_\_  
CERT \$ \_\_\_\_\_  
REPRINT \$ \_\_\_\_\_  
SPEC HANDLE \$ 10

DATE

*Monroe  
type A*

CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF

WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.

NOV 5 4 - PM '86

B421223

FILER:  
Chamberlain, D'Amanda, Oppenheimer & Greenfield  
1600 Crossroads Building  
Two State Street  
Rochester, New York 14614-1308



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S/S Chamberlain  
& D. Amanda Oppenheimer  
Greenfield  
1600 Crossroads Building  
Rochester, NY 14614  
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**CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF  
WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.**

2

**Under Section 803 of the Not-for-Profit Corporation Law**

We, the undersigned, Rhoda C. Rasmuson and Richard H. Rideout, being the President and Secretary, respectively, of Woodbury Commons Homeowners Association, Inc., do hereby certify:

1. The name of the corporation is **WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.**
2. Its Certificate of Incorporation was filed by the Department of State on October 20, 1986 under the Not-For-Profit Corporation Law.
3. The corporation is a corporation as defined in paragraph (a) (5) of Section 102 of the Not-For-Profit Corporation Law and is and shall remain a Type A corporation under Section 201 of said law.
4. The Secretary of State is designated as agent upon whom process against it may be served. The Post Office address within the State to which the Secretary of State shall mail a copy of any process against the corporation served upon him is: c/o Phillips, Lytle, Hitchcock, Blaine & Huber LLP, 1400 First Federal Plaza, Rochester, New York 14614.
5. Section 7 of the Certificate of Incorporation which deals with the management of the Association is hereby amended to read "The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association. The number of Directors of the Association shall be not less than three nor more than the number allowed by law."
6. Section 10 of the Certificate of Incorporation which reads "Amendment of this Certificate of Incorporation shall require assent of seventy-five percent (75%) of the entire membership.", is hereby amended by deleting such Section 10 in its entirety.

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Second Amendment

-2-

7. This amendment of the Certificate of Incorporation was authorized by the the assent of seventy-five percent (75%) of the entire membership and by an affirmative vote of not less than sixty percent (60%) of the Members entitled to vote thereon at a meeting held for such purpose.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 23<sup>rd</sup> day of June, 1998, and they affirm the statements contained herein as true under penalties of perjury.

*Bruce C. Gasmann, President*

*Richard H. Redout, Secretary*

N:\USERS\IRMB\WOODBURY.CER

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CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF

WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.

Under Section 803 of the Not-for Profit Corporation Law

*SAC*

*icc*  
STATE OF NEW YORK  
DEPARTMENT OF STATE  
FILED APR 22 1999  
TAX \$             
BY: *SAC*  
*Monroe*

Filed by:

Phillips, Lytle, Hitchcock,  
Blaine & Huber LLP  
1400 First Federal Plaza  
Rochester, New York 14614  
Phone No.: (716) 238-2000

-3-

3

990422000362

*State of New York* }  
*Department of State* } ss:

*I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.*

*Witness my hand and seal of the Department of State on*

**APR 22 1999.**



A handwritten signature in cursive script, appearing to read "J. Clark", followed by a horizontal line extending to the right.

*Special Deputy Secretary of State*

DOS-1266 (5/96)

4/22/99

MONROE COUNTY CLERK'S OFFICE  
County Clerk's Recording Page



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Book 00000 Page 0000  
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Time : 9:36:00  
Control # 199912020186  
FILE# Z# 1986 018743

RODBURY COMMONS HOMEOWNERS ASSOCIATION INC

Employee ID DB

MORTGAGE TAX

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	\$	.00	BASIC MORTGAGE TAX	\$	.00
	\$	.00	SPEC ADDIT MTG TAX	\$	.00
	\$	.00	ADDITIONAL MTG TAX	\$	.00
	\$	.00	Total	\$	.00
total:	\$	.00			

TRANSFER AMT

TRANSFER AMT	\$	.00
TRANSFER TAX	\$	.00

STATE OF NEW YORK  
MONROE COUNTY CLERK'S OFFICE

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

Maggie Brooks, County Clerk



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**CERTIFICATE OF AMENDMENT**  
**OF THE**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.**

FILED  
 1986 OCT 20 10 30 AM  
 STATE DEPT. OF STATE

Under Section 803 of the Not-for-Profit Corporation Law

We, the undersigned, Rhoda C. Rasmuson and Richard H. Rideout, being the President and Secretary, respectively, of Woodbury Commons Homeowners Association, Inc., do hereby certify:

1. The name of the corporation is **WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.**
2. Its Certificate of Incorporation was filed by the Department of State on October 20, 1986 under the Not-For-Profit Corporation Law.
3. The corporation is a corporation as defined in paragraph (a) (5) of Section 102 of the Not-For-Profit Corporation Law and is and shall remain a Type A corporation under Section 201 of said law.
4. Section 11 of the Certificate of Incorporation which reads "The Secretary of State is designated as agent upon whom process against it may be served. The Post Office address within the State to which the Secretary of State shall mail a copy of any process against the corporation served upon him," is hereby amended to read *c/o Phillips, Lytle, Hitchcock, Blaine & Huber LLP, 1400 First Federal Plaza, Rochester, New York 14614.*

N:\USERS\RM\B\WOODBURY.CER

|

Third Amendment

-2-

5. This amendment of the Certificate of Incorporation was authorized by the Board of Directors of the corporation pursuant to Section 802 (c) of the Not-For-Profit Corporation Law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 23<sup>rd</sup> day of June, 1998, and they affirm the statements contained herein as true under penalties of perjury.

*Bheda C. Gasmussen, President*

*Richard H. Ridout, Secretary*

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CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF

WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.

Under Section 803 of the Not-for Profit Corporation Law

*lpc*

*lcc*  
STATE OF NEW YORK  
DEPARTMENT OF STATE  
FILED APR 22 1999  
TAX \$  
BY: *lpc*  
*Monroe*

RECEIVED  
APR 20 12 17 PM '99

Filed by:

Phillips, Lytle, Hitchcock,  
Blaine & Huber LLP  
1400 First Federal Plaza  
Rochester, New York 14614  
Phone No.: (716) 238-2000

-3-

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990 4 22 0 00 356

Third Amendment

*State of New York* }  
*Department of State* } <sup>ss:</sup>

*I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.*

*Witness my hand and seal of the Department of State on*

**APR 22 1999.**



A handwritten signature in cursive script, appearing to read "J. Clark", followed by a horizontal line.

*Special Deputy Secretary of State*

DOS-1266 (5/96)

Third Amendment

MONROE COUNTY CLERK'S OFFICE  
County Clerk's Recording Page



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Control # 199912020061  
FILE# Z# 1986 018743

WOODBURY COMMONS HOMEOWNERS AS  
SOCIATION INC

Employee ID DB

MORTGAGE TAX

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	\$	.00	BASIC MORTGAGE TAX	\$	.00
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	\$	.00	ADDITIONAL MTG TAX	\$	.00
	\$	.00	Total	\$	.00
	\$	.00			
Total:	\$	.00			

TRANSFER AMT

TRANSFER AMT	\$	.00
TRANSFER TAX	\$	.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.

Maggie Brooks, County Clerk



199912020061

198601028743  
090923000180 (4)

CERTIFICATE OF CHANGE  
OF THE CERTIFICATE OF INCORPORATION  
OF

286/18743

WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.

Under Section 803-A of the Not-for-Profit Corporation Law

1. Name

The name of the corporation is **Woodbury Commons Homeowners Association, Inc.**

2. Date of Filing of the Certificate of Incorporation

The corporation's Certificate of Incorporation was filed by the Department of State on October 20, 1986.

3. Changes

The Certificate of Incorporation as now in full force and effect is changed to effect the following changes:

- a) to change the post office address to which the Secretary of State shall mail a copy of process against the corporation served upon him to: c/o Kevin Cooman Esq., McConville Considine Cooman & Morin, 25 East Main St., Ste. 400, Rochester, NY 14614.

4. Authorization

These changes to the Certificate of Incorporation were authorized by a majority of the board of directors of the corporation.

IN WITNESS WHEREOF, I have signed this Certificate of Change this 24 day of August, 2009.

*Alan Mitchell*  
Alan Mitchell, President

FILED  
AUG 24 2009  
CLERK

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090923000180

**CERTIFICATE OF CHANGE  
OF THE CERTIFICATE OF INCORPORATION  
OF  
WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.  
Under Section 803-A of the Not-for-Profit Corporation Law**

1cc  
STATE OF NEW YORK  
DEPARTMENT OF STATE  
FILED

SEP 23 2009

TAX \$ \_\_\_\_\_  
BY: g

*Manne*

**FILER:**

Raquel B. Laude, Esq.  
McConville, Considine, Cooman & Morin, P.C.  
25 East Main Street  
Rochester, NY 14614

14245.001 - #46

Certified to County Clerk by NYS Department of State

193

Fourth Amendment

9/23/09

MONROE COUNTY CLERK'S OFFICE

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Index DBA

Book Page

No. Pages : 3

Instrument CORPORATION NAME AMENDED

Date : 12/15/2009

Time : 01:41:41PM

Control # 200912150595

WOODBURY COMMONS HOMEOWNERS ASSOCIATION INC

Corp # Z1986018743

Employee : SueG

COUNTY FEE CORP/AMD CORP/MER \$ 0.00

Total \$ 0.00

State of New York

MONROE COUNTY CLERK'S OFFICE

CHERYL DINOLFO  
MONROE COUNTY CLERK



LT1-1-200912150595-1

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DC-08

CERTIFICATE OF CHANGE  
OF THE CERTIFICATE OF INCORPORATION OF  
WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.  
Under Section 803-A of the Not-for-Profit Corporation Law

1. Name

The name of the corporation is Woodbury Commons Homeowners Association, Inc.

2. Date of Filing of the Certificate of Incorporation

The corporation's Certificate of Incorporation was filed by the Department of State on October 20, 1986.

3. Changes


The Certificate of Incorporation as now in full force and effect is changed to effect the following changes:

- a) to change the post office address to which the Secretary of State shall mail a copy of process against the corporation served upon him to:  
c/o Realty Performance Group, Inc., 1800 Hudson Avenue, 1<sup>st</sup> Floor, Rochester, NY 14617.

4. Authorization

These changes to the Certificate of Incorporation were authorized by a majority of the board of directors of the corporation.

IN WITNESS WHEREOF, I have signed this Certificate of Change this 20<sup>th</sup> day of December, 2023.

  
Evelyn Frazer, President

Filed with the NYS Department of State on 01/19/2024  
Filing Number: 240122002232 DOS ID: 1120196

## **APPENDIX B - SYNOPSIS OF AMENDMENTS TO THE DECLARATION FILED WITH MONROE COUNTY CLERK'S OFFICE**

Initial: recorded in the Office of the Monroe County Clerk on October 2, 1987 in Liber 7202 of Deeds, Page 268.

First Amendment: dated December 12, 1995, recorded in Office of the Monroe County Clerk on December 27, 1995, in Liber 8689 of Deeds, page 47.

Second Amendment: dated July 15, 1998, recorded in the Office of the Monroe County Clerk on July 17, 1998, in Liber 9035 of Deeds, Page 108.

Third Amendment: dated November 15, 2000, recorded in the Office of the Monroe County Clerk on February 6, 2001, in Liber 9419 of Deeds, Page 527.

Fourth Amendment: dated June 6, 2005 and filed in the Office of the Monroe County Clerk on August 8, 2005, in Liber 10167 of Deeds, Page 298.

Fifth Amendment: dated December 9, 2006 and filed in the Office of the Monroe County Clerk on December 27, 2006, in Liber 10400 of Deeds, Page 531.

Sixth Amendment: dated April 14, 2009 and filed in the Office of the Monroe County Clerk on May 12, 2009, in Liber 10744 of Deeds, Page 198.

Seventh Amendment: dated August 31, 2010 and filed in the Office of the Monroe County Clerk on September 3, 2010, in Liber of Deeds 10918, Page 379.

Eighth Amendment: dated April 16, 2012 and filed in the Office of the Monroe County Clerk on May 7, 2012, in Liber of Deeds 11118, Page 45.

Ninth Amendment: dated June 10, 2020 and filed in the Office of the Monroe County Clerk on July 6, 2020, in Liber of Deeds 12359, Page 402.

Tenth Amendment: dated December 19, 2023 and filed with the Office of the Monroe County Clerk on January 10, 2024, in Liber of Deeds 12912, Page 92.