

Condo



ERIE COUNTY CLERK'S OFFICE

County Clerk's Recording Page

Return to:
BOX 104

Party 1:
FOXBERRY VILLAGE CONDOMINIUM

Party 2:

Book Type: D Book: 11208 Page: 4777
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Rec Date: 09/14/2011
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Recording Fees:

Fee 1	\$75.00
Fee 2	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
MARKOFF FEE	\$0.50

Consideration Amount:

BASIC	0
SONYMA	0
ADDL	0
NFTA MT	\$0.00
TRANSFER	\$0.00
NFTA TT	\$0.00

Total: \$95.50

STATE OF NEW YORK
ERIE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

Interim John J. Crangle, Jr.
COUNTY CLERK

Box 104

**AMENDMENT TO DECLARATION AND BY-LAWS
(SCHEDULE E TO DECLARATION)**

There is a certain Declaration of Condominium, the Foxberry Village Condominium (the Declaration) was recorded May 22, 1987, in the Erie County Clerk's Office in Liber 9715 of Deeds at Page 495; and



WHEREAS, the By-Laws were amended by the Unit Owners pursuant to an instrument filed on June 16, 2005 with the Erie County Clerk; and

WHEREAS, the By-Laws of the Condominium were attached to the Declaration as Schedule E; and

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

WHEREAS, pursuant to Article XII of such Declaration, 67% of the Unit Owners in number and common interest agree to amend the Declaration as hereinafter set forth, at a meeting called for such purpose which meeting was held on 26th day of April 2011; and

WHEREAS, pursuant to Article X of such By-Laws, 67% of Unit Owners in number and common interest agreed at said meeting to amend the By-Laws as hereinafter set forth.

NOW, THEREFORE, the undersigned Unit Owners hereby declare that Section 9.01(c) of the By-Laws (Schedule E to the Declaration of Condominium) of the Foxberry Village Condominium is amended in its entirety as follows:

"(c) Any non-occupant purchaser who buys a Unit subject to existing tenant rights under the Offering Plan for Foxberry Village Condominium shall appoint the Condominium's managing agent or Board of Managers if there is no managing agent, as his or her agent to provide to the non-purchasing tenant any services or facilities required by law and which are not required to be furnished by the Board of Managers. At closing, the purchaser will provide a deposit to the managing agent or Board of Managers in an amount equal to two (2) months' common charges as working capital to provide such services or facilities. Upon notice that such fund has been diminished, the fund shall be replenished by such purchaser within thirty (30) days thereafter. Nothing contained herein shall require the managing agent or the Board of Managers to expend more money than the amount so deposited by the non-resident Unit purchaser.

Any sale or lease of any Unit in violation of this Section or the Rules and Regulations shall be voidable at the election of the Board of Managers. Unit Owners shall comply with the Rules and Regulations pertaining to the lease of Units. No lease of a Unit shall be for an initial term of less

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than six (6) months, and shall be in such form as supplied and approved from time to time by the Board of Managers.

Any lease of a Unit shall be in writing and shall provide for full compliance by the tenants with the Declaration, By-Laws and Rules and Regulations of the Condominium. The Owner shall be responsible for violations by such Owner's tenant and shall be subject to actions by the Board of Managers in accordance with Section 7.11 of these By-Laws.

In addition, in order to maintain an occupancy rate of 95% of the Units by Owners, only seven (7) Units may be occupied by non-Owners; provided that no Unit being occupied by a non-Owner(s) on the date this amendment is effective (the "Effective Date") shall be required to terminate any lease or license pursuant to which such non-Owner occupies such Unit and such non-Owner may continue to occupy such Unit pursuant to the relevant lease or license. Upon vacancy of such Unit by the non-Owner occupying the Unit on the Effective Date, such Unit may only be licensed or leased to a non-Owner if less than seven (7) Units in the Condominium are occupied by non-Owners."

#1606713

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

KARI A. KALL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
NO. 01KAB00274
MY COMM. EXP. 4/27/14

On the 23rd day of August in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared Katie Finnerly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. KATIE FINNERLY

K. A. Kall
Notary Public

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

KARI A. KALL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
NO. 01KAB00274
MY COMM. EXP. 4/27/14

On the 23rd day of August in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared Gregory Lindberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. GREGORY LINDBERG

K. A. Kall
Notary Public

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

KARI A. KALL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
NO. 01KAB00274
MY COMM. EXP. 4/27/14

On the 23rd day of August in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared Carl Castagna, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. CARL CASTAGNA

K. A. Kall
Notary Public

Kari A Kall
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 9/27/14

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

KARI A. KALL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
NO. 01K608274
MY COMM. EXP. 9/27/14

On the 23rd day of August in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared Angelia MARRANDO personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. **ANGELIA MARRANDO**

K. A. Kall
Notary Public

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

KARI A. KALL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
NO. 01K608274
MY COMM. EXP. 9/27/14

On the 23rd day of August in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared Rosalynd Anthan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. **ROSALYND ANTHAN**

K. A. Kall
Notary Public

KARI A. KALL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 9/27/14

#1606738

AMENDMENT TO DECLARATION
(BY-LAWS) – SCHEDULE E TO
DECLARATION

FOXBERRY VILLAGE CONDOMINIUM

DATED: April 26, 2011

Record and return to:
Christian J. Henrich
Damon Morey LLP
200 Delaware Avenue
Buffalo, NY 14202
(716) 858-3834

EXHIBIT "I"

FOXBERRY I. Agreeing to a 5% Rental Cap

Unit Number	Name
2 B	Megan Holland
4 A	Mr. & Mrs. Stewart Landau
8 A	Jeevakaran Seevaratnam
10 A	Michael Peter
10 B	Donald, Anna, & Andra Scoma
12 A	Jacqueline Taylor
12 B	Katie Finnerty
14 A	Jill Rizzitello
16 A	Mr. Gary Molnar
16 B	Mary Schuler
18 A	Karen Sacco
18 B	Mary Schuler
22 A	Louis Continelli
22 B	Lisa Richart
24 A	Joseph Armone
24 B	Jerome J. Terharr III
26 B	Elizabeth Cornell
26 B	Nancy D. Nolf
28 A	Angela Marando
28 B	Daniel Hoke
30 A	Laura J. Higgins
30 B	Audra L. Peter
32 A	Ed Storer
32 B	Christine Morabito
34 B	Donald Day
36 B	Elizabeth Tetreault
38 A	Denise Roberts
40 A	Patty Murphy
40 B	Darlene Steinwachs
42 A	Janet Voglmayr
44 A	Patricia A. Suffoletta
46 B	Rosalie Hicks
48 A	Eugene & Arvella Schrameck
50 A	Jack Gaynor
50 B	Eugene Cappellini
52 A	Mary Trifone
52 B	Mary Loftus
54 A	Beverly Dale
54 B	Kimberly M. Najuch
56 B	Daniel C. Walding
58 A	Mary Costello

60 A	Daniel Bunker
62 A	Anthony Cirelli
62 B	Carl Castagna
64 A	Linda Modglin
64 B	John & Mary Phelan
66 A	Frank J. LaMarca
66 B	Elissa Wido
70 A	Rabia Fournier
70 B	Linda May Bartosz
72 A	Norma Riffel
76 A	Carolyn Tryn
76 B	Scott Glinski
78 A	Frank Beringer
80 A	Kathy & Angie Marando
80 B	Sue Kueker
82 A	Dorothy Henderson
82 B	Lisa Bellina
84 A	Jeanette Piscitello
84 B	Donna Stella
86 A	Susan Miller
86 B	Barbara Heller
88 A	Rosemary Pinowski
88 B	Elizabeth Stetter
94 A	Robert Lynott
96 B	Eleanor Green
98 A	Lara Abt
100 A	Mary Louise Bishop
100 B	Mary Baumgart
104 A	Rev. Dennis F. Fronckowiak
104 B	Nicole Sikora
108 B	Pinakin Patel & Jiten Patel
112 A	Marion UtreI
112 B	Bernadette DiChristina
114 B	Robert & Patricia Vanderwarker
116 A	Anne Marino
118 A	Susan Becker
118 B	Marisa Ziolkowski
120 B	Megan, Ellen, & Daniel Wojciechowski
122 A	Kerry E. Steffan
122 B	Stephen Blackwell
124 B	David Schichtel Jr.
126 B	Michael Rizzacasa
128 B	Mr. & Mrs. John Reinke
128 B	Patricia & Arden Sulzbach
130 A	Cheryl Runk

130 B	Jessica Fischer
132 A	Lindsay Kirsch
132 B	Rosalyn Antman
134 A	Christopher Ignasiak
134 B	Lynda J. Czyz
136 A	Barbara Dawley

SCHEDULE "A"

DESCRIPTION OF CONDOMINIUM PROPERTY

ALL THAT TRACT OR PARCEL OF LAND situate in Town of Amherst, County of Erie and State of New York, being part of Lot No. 64, Township 12, Range 7 of the Holland Land Company's Survey, described as follows:

Beginning at a point in the west line of Lot No. 64 (also being the center line of Campbell Boulevard) at the westerly terminus of a boundary line agreement recorded in Erie County Clerk's Office in Liber 2145 of Deeds at page 374 which point is two thousand two hundred sixty-seven and sixty-one hundredths (2,267.61) feet southerly of the northwest corner of Lot No. 64; thence southerly along the west line of Lot No. 64, a distance of three hundred eighteen and fifty-two hundredths (318.52) feet to the northerly line of lands conveyed to Max Walther; thence easterly parallel with the south line of Lot No. 64 a distance of four hundred fourteen and forty-eight hundredths (414.48) feet to a point; thence southeasterly at an included angle with the last described line $230^{\circ}00'$ a distance of one hundred thirty-nine (139.0) feet; thence southerly at an included angle with the last described line of $220^{\circ}21'$ a distance of one hundred thirteen (113.0) feet; thence southeasterly at an included angle with the last described line of $115^{\circ}00'$ a distance of one hundred sixty-five and eighteen hundredths (165.18) feet; thence easterly at an included angle with the last described line of $134^{\circ}39'$ a distance of two hundred fifty (250.0) feet; thence northeasterly at an included angle with the last described line of $135^{\circ}00'$ a distance of one hundred eighty (180.0) feet; thence northerly at an included angle with the last described line of $135^{\circ}00'$ a distance of one hundred seventy-one and sixty-two hundredths (171.62) feet; thence northwesterly at an included angle with the last described line of $150^{\circ}00'$ a distance of one hundred twenty-three and nine hundredths (123.09) feet; thence northwesterly at an included angle with the last described line of $150^{\circ}00'$ a distance of five hundred (500.0) feet to a point on the boundary line agreement recorded in said Clerk's Office in Liber 2145 of Deeds at page 374; thence westerly along said boundary line agreement and being parallel with the south line of Lot No. 64 and at an included angle with the last described line of $150^{\circ}00'$ a distance of five hundred (500.00) feet to the west line of Lot No. 64 at the point of beginning.

SUBJECT to the rights of others in and to that part of the premises lying within the bounds of Campbell Boulevard.