

AMENDMENT NO. 18

LEISURE GLEN HOMEOWNERS' ASSOCIATION, INC.

RIDGE, NY

LEISURE GLEN

HOMEOWNER'S ASSOCIATION, INC.

February 12, 2014

To: Leisure Glen Homeowners

Subject: Certificate of Rental Amendment

For your records, enclosed please find an executed copy of the Certificate of Amendment to the Leisure Glen By-Laws.

Respectfully,

LEISURE GLEN BOARD OF DIRECTORS

JK:cm
Enclosure

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
LEISURE GLEN HOME OWNERS ASSOCIATION, INC.**

Pursuant to Article XII of the By-Laws of LEISURE GLEN HOME OWNERS ASSOCIATION, INC., having an office at 311 Glen Drive, Ridge, New York 11961, the undersigned being the President and Secretary of the above-named Association, hereby certify, as follows:

FIRST: The name of the Association at the time of the filing of the Declaration in the Office of the Suffolk County Clerk was LEISURE GLEN HOME OWNERS ASSOCIATION, INC. The real property comprising the Association is more particularly described on Schedule "A" annexed hereto.

SECOND: The Declaration of LEISURE GLEN HOME OWNERS ASSOCIATION, INC. was filed in the Office of the Suffolk County Clerk on September 18, 1986 in Liber 10126, Page 284 and was thereafter amended by Certificate of Amendment dated August 29, 2011 and recorded in the Office of the Suffolk County Clerk on October 11, 2011, in Liber D00012673, Page 572.

THIRD: The By-Laws of LEISURE GLEN HOME OWNERS ASSOCIATION, INC. was filed in the Office of the Suffolk County Clerk on September 18, 1986 in Liber 10126, Page 284 and was thereafter amended by Certificate of Amendment dated August 29, 2011 and recorded in the Office of the Suffolk County Clerk on October 11, 2011, in Liber D00012673, Page 572.

FOURTH: The By-Laws of LEISURE GLEN HOME OWNERS ASSOCIATION, INC. are amended, as authorized by Article XII of the By-Laws, as follows:

Article XIII, Section 1 of the By-Laws of Leisure Glen Homeowners Association, Inc. is amended by the addition of a new Subsection to Section 1, to be known as Subsection (a), reading as follows:

Subsection 1(a). Leasing Homes.

In addition to the leasing restrictions set forth at Section 1 (*above*), no Homeowner may lease his/her Home except in compliance with the following:

- (a) For all purposes of this Subsection, the leasing of a Home shall be defined as the occupancy of the Home by one or more persons in the absence of the record owner of such Home for a period in excess of three (3) months during any calendar year, irrespective of whether the record owner is compensated in any manner for such occupancy. Notwithstanding the foregoing, the provisions of this Subsection shall not apply if the occupant is the parent of the record owner or if the record owner is a trust for which the occupant is the trustee or settlor, provided the trust was created for the purpose of family financial planning.

(b) By leasing a Home, the Homeowner transfers to his tenant all rights to use any and all Leisure Glen Homeowners Association, Inc. amenities and facilities. A Homeowner renting his Home may not use any Leisure Glen Homeowners Association, Inc. facilities during any period of time the Home is rented.

(c) No Home shall be leased without the prior written consent of the Board of Directors, which shall be limited to a determination of the following:

(i) The payment of a fee to cover the Board's administrative time and costs. This fee shall not be due for the renewal of an existing lease.

(ii) That a Rider prepared by Leisure Glen Homeowners Association, Inc. containing language obligating the tenant to be bound by the terms of the Declaration, By-Laws and House Rules of Leisure Glen Homeowners Association, Inc. and acknowledging receipt of those documents from the Homeowner/landlord has been executed.

(iii) That a Rider prepared by the Leisure Glen Homeowners Association, Inc. irrevocably appointing and constituting it as the Homeowner's attorney-in-fact to seek, at the Homeowner's expense, the eviction, equitable relief and/or damages of or from the occupants in the event of the violation of the Declaration, By-Laws or House Rules by the tenant, provided Leisure Glen Homeowners Association, Inc. first gives the Homeowner notice of the violation and a reasonable opportunity to cure has been executed.

(iv) That the Homeowner is in possession of a current Rental Permit from the Town of Brookhaven.

The request for written consent from the Board of Directors shall be solicited by submitting a full and complete copy of the proposed lease, the daytime and evening and cell telephone numbers for each occupant of the Home, proof of liability and property damage insurance coverage in an amount deemed adequate by the Board of Directors and a Rental Permit issued by the Town of Brookhaven. The Board of Directors shall make a decision with respect to each application to lease a Home within ten (10) business days after its receipt of all documents and information referred to in this Subsection.

(d) The leasing of any Home shall comply with the applicable age restriction.

(e) The initial term of each lease and each renewal lease shall be for one (1) year.

(f) Any Homeowner desiring to renew a previously approved lease may do so provided that he submits to the Board of Directors no less than thirty (30) days prior to the expiration of the then current lease term:

(i) A complete copy of the lease for the Home, which lease shall include the language for an initial lease as stated above

(ii) A current Rental Permit from the Town of Brookhaven; and

(iii) A current insurance certificate complying with the requirements set forth above.

Notwithstanding the foregoing, Leisure Glen Homeowners Association, Inc. shall have the right to prohibit the renewal of any lease if in the good faith exercise of its business judgment the Board of Directors determines that any occupant of the Home has repeatedly violated the Declaration, By-Laws or Rules and Regulations of Leisure Glen Homeowners Association, Inc. In the event the Board of Directors makes such a determination, it will so advise the Homeowner in writing.

(g) No Homeowner may lease his/her Home until the expiration of one (1) year after the acquisition of title. This requirement shall not apply to any owner who acquired title to his/her home by inheritance.

(h) No Homeowner (or family member or family trust) may lease his Home for more than a total of five (5) years. After five (5) years of rental, the Homeowner must either resume occupancy of the Home in accordance with the terms of the By-Laws, Declaration and Regulations, or sell the Home. The Board of Directors shall have, in the exercise of its good faith business judgment, the discretion to permit a Homeowner to lease his Home for more than five (5) years in such cases, and on such terms, as it deems necessary to avoid an undue hardship.

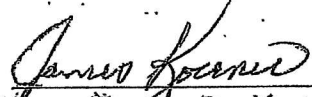
(i) This Amendment shall be effective thirty (30) days after the date a copy is mailed to all Homeowners. This Amendment shall apply to all leases made on or after the effective date.

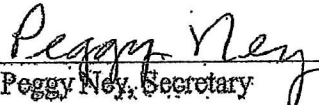
(j) In the event a Homeowner violates any of the terms of this Amendment and Leisure Glen Homeowners Association, Inc. incurs any costs or expenses in connection with such violation including, but not limited to legal fees, such costs and expenses shall be chargeable to the Homeowner as additional assessments, subject to all of the collection remedies set forth in the Declaration.

(k) The terms of this Subsection shall not apply to any home(s) owned or acquired by Leisure Glen Homeowners Association, Inc.

FIFTH: The foregoing Amendment to the By-Laws of LEISURE GLEN HOME OWNERS ASSOCIATION, INC. was approved by the vote of no less than sixty-six and two-thirds (66 2/3%) percent of the members at a duly called meeting of the membership, duly held for such purpose.

IN WITNESS WHEREOF, the undersigned have signed this Certificate on the 4th day of February, 2014.


James Koester, President


Peggy Ney, Secretary

LUCIA A ELSER
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC. #01EL6236686
COMM. EXP. 3/07/2015

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

On the ⁴th day of February, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES KOERNER personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lucia A. Elser
(signature and office of individual taking acknowledgment)

LUCIA A ELSER
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC. #01EL6236686
COMM. EXP. 3/07/2015

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

On the ⁴th day of February, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared PEGGY NEY personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lucia A. Elser
(signature and office of individual taking acknowledgment)