ERIE COUNTY CLERK'S OFFICE

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QUAKER HOLLOW HOMEOWNERS ASSOCIATION

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COE CO $1 RET	$1.00
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Consideration Amount:

BASIC MT	$0.00
SONYMA MT	$0.00
ADDL MT/NFTA	$0.00
SP MT/M-RAIL	$0.00
NY STATE TT	$0.00
ROAD FUND TT	$0.00

Total: $100.50

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.

Michael P. Kearns
Erie County Clerk

Box 61
Eli

AMENDMENT TO THE DECLARATION, PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS AND BYLAWS OF QUAKER HOLLOW HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, a certain Declaration, Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of Quaker Hollow Homeowners' Association, Inc. dated August 11, 1989, was recorded on May 23, 1988 in the Erie County Clerk's Office in Liber 10067 of Deeds at page 211 (the "Declaration"); and

WHEREAS, the By-Laws of the Association were attached to Part II of the Offering Plan of the Quaker Hollow Homeowners' Association, Inc. ("Association"); and pursuant to Article XI, Section 11.06 of the Declaration, 67% in number and in common interest of all the Voting Members agree to amend the Declaration and pursuant to Article XI, Section 11.06 of the By-Laws, 67% in number of all the Owners agree to amend the By-Laws as hereinafter set forth; at a meeting called for such purpose, which meeting was held on the 19th of August, 2026.

NOW, THEREFORE, it is hereby declared that the following sections of the By-Laws, are amended as follows (note: NEW TEXT IS IN **BOLD** TYPE AND DELETED TEXT IS LINED OUT);

1. Section 3.02 is amended as follows:

Section 3.02. Voting. Each Owner ~~(including the Sponsor, if the Sponsor shall then own or hold title to one (1) or more Homes)~~ shall be entitled to cast one (1) vote, regardless of the number of Homes owned, at all meetings of Owners. In the event that any Home is owned by more than one person, **limited liability company or trust,** the vote shall be cast by the person named in a "Voting Owner Certificate" signed by all Owners of such Home and filed with the Secretary of the Association. Such "Voting Owner Certificate" shall be valid until revoked by a subsequent Certificate. If such Certificate is not on file, the person first named on the deed by which title was obtained shall be the person considered the Voting Owner or Member.

A fiduciary shall be the Voting Member with respect to any Home owned in a fiduciary capacity and a Certificate shall be filed with the Secretary.

Voting rights of any Owner delinquent in the payment of his Assessments may ~~not~~ be suspended.

2. Section 3.07 is amended as follows:

~~Section 3.07. Sponsor's Right to Assign its Vote. The Sponsor may, subject to a duly filed amendment to the Offering Plan for the sale of the Homes, together with interests in the Association, assign its membership in the Association to any person, corporation , association, trust or other entity, and such assignee, and any future assignee of such membership, may take successive like assignments. Membership in the Association shall not otherwise be transferable or assignable.~~

AMD-11

3. Section 4.01 is amended as follows:

Section 4.01. Annual Meeting. ~~Upon Transfer of Control Date, or five (5) years from the date of recording of the Declaration, whichever shall first occur, the Sponsor shall notify all Owners that the first meeting of Owners shall be held within thirty (30) days thereafter.~~ The annual meeting of Owners ~~thereafter~~ shall be held on or about **October 15th** ~~the same date~~ each succeeding year, at a time to be determined by the Board of Directors and at such place convenient to the Board of Directors adequate in size to accommodate all Owners. If such date shall be a legal holiday, the meeting shall be held on the first day following such date which is not a legal holiday. Failure to hold an annual meeting at the designated time shall not terminate the Association's existence or otherwise affect valid acts of the Association. At such meeting, the Owners shall elect the Board of Directors in accordance with the provisions of Section 5.03 hereof and may transact such other business as may properly come before them.

4. Section 4.03 is amended as follows:

Section 4.03. Notice of Meetings. It shall be the duty of the Secretary to send by first class mail, postage prepaid, **and by electronic mail,** a notice of each annual ~~or special~~ meeting of the Owners at least ten (10), but not more than fifty (50) days, prior to such **annual** meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at such **physical** address as such Owner shall have designated by notice in writing to the Secretary if other than his **or her** Home, **and at such electronic mail address as such Owner shall have designated by notice in writing to the Secretary,** and to all Mortgagees of Homes who have requested the same. **It shall be the duty of the Secretary to send by electronic mail, a notice of each special meeting of the Owners at least ten (10), but not more than fifty (50) days, prior to such special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at such electronic mail address as such Owner shall have designated by notice in writing to the Secretary**. Notwithstanding the foregoing, if the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least ten (10) days but not more than fifty (50) days prior to such meeting. The mailing of a notice of meeting shall be in the manner provided in this Section and shall be considered service of notice.

5. Section 4.08 is amended as follows:

Section 4.08. Majority Vote. Members of the Board of Directors elected at any meeting of the Owners shall, except as otherwise provided by law, or these By-Laws, be elected by a plurality of votes cast. All other actions shall be taken by vote of Owners by a majority of Authorized Votes cast at a meeting at which a quorum shall be present or represented by proxy, except where a higher percentage vote, or other vote, is required by the Declaration, these By-Laws or by law. The term "Majority of Owners" shall mean those Voting Owners having fifty-one percent (51%) or more of the total Authorized Votes cast in person, by **mail or** email (absentee ballot) or by proxy and voting at any meeting of Owners determined in accordance with the provisions of Section 3.02 of these By-Laws.

6. Section 5.01 is amended as follows:

Section 5.01. Number and Qualifications of Directors.

a. The business and affairs of the Association shall be managed by a five (5) member Board of Directors. ~~The Board shall initially consist of three (3) persons designated by the Sponsor. Within thirty (30) days after the initial transfer of title to sixty percent (60%) of all sixty seven (67) Homes (forty [40]) to Owners, two (2) additional persons shall be elected by those Owners, other than the Sponsor. The initial five (5) members will serve until the first annual meeting. The first meeting of the initial Board of Directors will be held within thirty (30) days of the date of transfer of title to the first Home, officers will be elected at such meeting and the By-Laws adopted.~~

b. Successors to ~~this~~ **the** Board of Directors shall be elected by Owners at the ~~first~~ annual meeting of Owners~~, which shall be held within thirty (30) days after Transfer of Control Date, or five (5) years from date of recording of the Declaration whichever first occurs. Three (3) of such~~ **The** elected Directors shall serve for a term of two (2) years ~~and two (2) for a term of one (1) year or until their successors are elected. Thereafter the term of office shall be for two (2) years~~.

~~c. Until the Transfer of Control Date, the Sponsor shall have the right to elect or appoint a majority of the members of the Board of Directors but, if the Sponsor exercises this right, Sponsor may not vote for the other members of the Board. After the Transfer of Control Date, the Sponsor shall have no further right to elect or appoint any members of the Board of Directors. Members of the Board of Directors elected or appointed by the Sponsor shall serve for a term of one (1) year or until their successors are elected or appointed.~~

~~d~~c. All elected Directors shall be: (i) Owners; (ii) spouses of Owners; (iii) Mortgagees; (iv) members or employees of a partnership Owner or Mortgagee **(including limited liability companies)**; (v) officers, directors, shareholders, employees or agents of a corporate Owner or Mortgagee; **or** (vi) fiduciaries or officers, agents or employees of such fiduciaries~~; or (vii) designees of the Sponsor~~. **No members of the same family shall serve on the Board of Directors at any time.**

7. Section 5.02 is amended as follows:

Section 5.02. Nominations.

a. Nominations for election to the Board of Directors ~~shall~~ **may** be made by the Nominating Committee. Nominations may also be made from the floor at the annual meeting of Owners, or by write-in.

b. The Nominating Committee ~~shall~~ **may** make as many nominations for election to the Board of Directors as it shall, in its sole discretion, determine, but not less than

the number of vacancies that are to be filled by the votes of Owners as provided in Section 5.03. hereof

8. Section 5.03 is amended as follows:

Section 5.03. Election and Term of Office.

~~a. At the first annual meeting of Owners, subject to the right of the Sponsor to elect or appoint Director(s) as provided in Section 5.01 hereof, a new Board of Directors shall be elected.~~

~~b.~~ At each annual meeting ~~thereafter~~, the Owners shall replace those Directors whose terms have expired and elect such successor Directors for terms of two (2) years. Voting shall be by secret written ballot which shall: (i) set forth the number of vacancies to be filled; (ii) set forth the names of those nominated by the Nominating Committee, **if any,** to fill such vacancies; and (iii) contain space for nominations from the floor and write-ins for each vacancy.

9. Section 5.06 is amended as follows:

Section 5.06. Removal. At any regular or special meeting of Owners, any one (1) or more of the members of the Board elected by the Owners may be removed with or without cause by a majority of the Owners ~~other than the Sponsor~~ and a successor may then and there or thereafter be elected by the Owners to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. ~~Members of the Board of Directors elected or appointed by the Sponsor may be removed with or without cause only by the Sponsor, and then and there, or thereafter, be replaced by the Sponsor.~~

10. Section 5.08 is amended as follows:

Section 5.08. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly at such places and at such times convenient to the Directors, as may be designated from time to time, by resolution of the Board of Directors. Should such meeting date fall on a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of regular meetings shall be given to each Director personally, by **electronic** mail ~~or by telegram~~, at least four (4) days prior to the date set for such meeting. Any Owner wishing to address the Board at any such meeting shall notify the Secretary at least five (5) days in advance of the meeting, and indicate the subject to be addressed.

11. Section 5.09 is amended as follows:

Section 5.09. Special Meetings. Special meetings of the Board of Directors may be called at any time at the request of the President or any two (2) Directors upon not less than five (5) days notice to each Director either personally, by **electronic** mail ~~or by telegram~~, which notice shall

specify the time, place and purpose of the meeting. The person or persons authorized to call such special meeting of the Board may fix any time and place convenient to the Directors as the time and place for holding such meeting.

12. Section 5.13 is amended as follows:

Section 5.13. Powers and Duties. The Board of Directors may exercise all the powers of the Association, except such as are conferred upon or reserved to the Owners by statue, the Certificate of Incorporation, the Declaration or these By-Laws. The powers, duties and authority of the Board of Directors shall specifically include, but shall not necessarily be limited to, the following:

a. to establish and maintain such bank accounts as may be required for the operation of the Association;

b. to determine, levy and collect Assessments, and expend such Assessments for the maintenance, care, repair, replacement and operation of the Property of the Association and exterior of the Homes;

c. to operate, maintain, repair and replace the Association Property and the exterior of the Homes;

d. to procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees; to procure and maintain adequate hazard insurance on such of the Association's real and personal properties as it deems appropriate, and multiperil insurance on all Homes, as may be provided in Article IX of the Declaration;

e. as required by these By-Laws, to repair, restore or alter the properties of the Association and the Homes after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

f. to ~~employ and terminate the employment of employees,~~ **contract with** independent contractors and professionals, to purchase supplies and equipment, enter into contracts and generally have the powers of manager in connection with the matters herein set forth. ~~Any contracts entered into shall be terminable by the Board upon not more than ninety (90) days notice without penalty;~~

g. to adopt, **amend** and publish rules and regulations governing the uses of Association Property and facilities, and the personal conduct of the Owners, lessees and their guests thereon, and establish penalties for infractions thereof;

h. to collect delinquent Assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from owners for violations of the provisions of the Declaration, these By-Laws or any rules or regulations of the Association;

i. to file such federal, state or other tax returns on behalf of the Association as it deems necessary or desirable and to pay any and all taxes owing by the Association;

j. to 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 of Directors;

k. to keep a complete record of the actions of the Board of Directors and the corporate affairs of the Association and to present a statement thereof to the Owners at the annual meeting of Owners;

l. to issue, or cause to be issued, upon demand by any person, an "Assessment Certificate", as provided in the Declaration, setting forth the status of payment of Assessments on any Home, and an "Architectural Compliance Certificate" setting forth compliance with architectural standards of the Home, as provided in the Declaration;

m. to receive, by way of deed or gift, and hold any property of a real or personal nature;

n. to purchase, or otherwise acquire, any real property upon the affirmative vote of not less than sixty seven percent (67%) of the Authorized Votes cast at any regular or special meeting thereof;

o. to sell, lease or mortgage any real property belonging to the Association upon the affirmative vote of not less than sixty seven percent (67%) of the Authorized Votes cast at any regular or special meeting thereof;

p. to exercise the rights and powers set forth in Article IV of the Declaration;

q. to exercise for the Association all powers, duties and authority vested or delegated to the Association and not reserved to the Owners by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration; and

r. to establish such committees as the Board of Directors deems necessary, or are required by the Declaration or these By-Laws, for the operation of the Association and the enhancement of the Property.

~~Notwithstanding anything to the contrary contained in these By-Laws, until the Transfer of Control Date, the Board of Directors may not, without the Sponsor's written consent, which consent shall not be unreasonably withheld, (i) except for necessary repairs, alterations, additions or improvements required by law or by any government agency or Board of Fire Underwriters, make any addition, alteration or improvements to the Association Property; or (ii) levy any Assessment for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to the amount of the reserve set forth in the initial budget, except as may be necessary for any improvement not in existence or owned by the~~

~~Association at the time of the establishment of the initial budget; or (iii) hire any employee in addition to the employees, if any, provided for in the initial budget of the Association, except as may be necessary to maintain the quantity or quality of service or maintenance of the Property; or (iv) enter into any maintenance contract for work not provided for in the initial budget of the Association, except for the maintenance of any improvement not in existence or not owned by the Association at the time of recording the Declaration; or (v) borrow money on behalf of the Association; or (vi) reduce the quantity or quality of service or maintenance of the Property.~~

13. Section 6.03 is amended as follows:

Section 6.03. Term and Vacancies. The Officers of the Association shall be elected annually by the Board of Directors and each shall hold office until ~~his~~ **their** successor shall have been duly elected, unless ~~he~~ **they** shall sooner resign, or shall be removed or otherwise be disqualified to serve. The vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term **until the next election is held**.

14. Section 7.02 is amended as follows:

Section 7.02. Committees of Owners. The committees of the Association ~~shall~~ **may** be the Architectural Committee, the Nominating Committee and such other committees as the Board of Directors or Owners shall deem desirable. Each committee shall consist of a Chairman and two or more Owners.

15. Section 8.01 is amended as follows:

Section 8.01. Checks. All checks, drafts and orders for payment of money, notes and other evidences of indebtedness, issued in the name of the Association **in excess of ten thousand dollars ($10,000)** shall be signed by two (2) Officers of the Association.

16. Section 9.01 is amended as follows:

Section 9.01. Books and Records. The Declaration, these By-Laws, Certificate of Incorporation and other books and records and papers of the Association, or copies, shall, during reasonable business hours, upon reasonable notice, be subject to inspection by any Owner or agent of an Owner or Mortgagee, at the principal office of the Association **or shall be made available on the website for the Association**. The Board of Directors may furnish copies of such documents **by electronic mail** to such parties and may charge reasonable fees to cover the cost of furnishing such copies.

17. Section 9.02 is amended as follows:

Section 9.02. Separate Accounts for Capital Reserve Funds **and Special Assessment Funds**. Any funds of the Association collected or designated as reserves for the replacement of capital items **or for special assessments** shall be segregated from all other funds of the Association

in one (1) or more separate accounts. This shall not preclude the Association from segregating other portions of its funds in separate accounts for a specific purpose (e.g., reserves for non-capital items) or otherwise.

18. Section 11.01 is amended as follows:

Section 11.01. Amendments. Except as herein provided otherwise, these By-Laws may be modified, altered, amended or added to at any duly called meeting of Owners in the same manner as the Declaration, in accordance with Section 11.06 of the Declaration.

~~Until Transfer of Control Date, the prior written consent of the Sponsor shall be required for any amendment which adversely affects a substantial interest or right of the Sponsor (as determined by the Sponsor in its sole judgment) to become effective, which consent may not be unreasonably be withheld.~~

19. Section 13.01 is amended as follows:

Section 13.01. Notices. Except as otherwise provided herein **in Section 4.03 regarding noticing for the annual meeting**, all notices hereunder shall be ~~in writing and~~ sent by **electronic** mail ~~by depositing same in a post office or letter box in a postpaid sealed wrapper, addressed, if to go to the Board of Directors, at the office thereof, and if to go to an Owner, individual member of the Board or Mortgagee,~~ to the **electronic mail** address of such Owner or Mortgagee as appears on the books of the Association. All notices shall be deemed to have been given when **so** emailed, except notices of change of address, which shall be deemed to have been given when **such electronic mail has been** received. Whenever any notice is required to be given under the provisions of the Declaration or these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed the equivalent of such notice.

AND NOW, THEREFORE, it is hereby declared that the following section of the Declaration, is amended as follows (note: NEW TEXT IS IN **BOLD** TYPE AND DELETED TEXT IS LINED OUT);

1. Section 11.06 of the Declaration is amended as follows:

Section 11.06. Amending. Subject to the provisions of this Declaration, this Declaration may be modified, altered or amended at any duly called **special or annual** meeting of Members, provided that written notice of the **annual** meeting by ~~certified~~ **first class** mail, ~~return receipt requested~~, **or provided that notice of a special meeting by email** containing a full statement of the proposed modification, alteration or amendment has been sent to all Owner's last known place of residence **(for an annual meeting) or to all Owner's email address on record with the Board of Directors (for a special meeting)** ~~and all holders of First Mortgages on Homes who have requested notification of any such proposed action, listed in the Book of mortgagees of the~~

~~Association~~, no less than ten (10) days nor more than fifty (50) days prior to the date of the meeting; and provided further that:

Pursuant to Section 11.06(d) of the Declaration, the undersigned members of the Board of Directors certify as follows:

1. This Amendment has neem adopted in full compliance with Article XI of the Declaration and Article XI of the By-Laws;

2. The consents required for this Amendment have been received by the Board of Directors and have been filed with the Board of Directors.

IN WITNESS WHEREOF, the undersigned, being all the members of Quaker Hollow Homeowners' Association, Inc. Board of Directors caused this Amendment to be signed this 8th day of Sept, 2026 and direct that this Amendment be recorded in the Erie County Clerk's Office as an Amendment to the Declaration and By-Laws of the Association.

QUAKER HOLLOW HOMEOWNERS' ASSOCIATION, INC.

By: Susan D'Angelo
Name: Susan D'Angelo
Title: President

By: Norma Hanstein
Name: Norma Hanstein
Title: Vice President

By: Marcia Galloway
Name: Marcia Galloway
Title: Treasurer

By: Judy Carestio
Name: Judy Carestio
Title: Secretary

By: Annette Kukoleca
Name: Annette Kukoleca
Title: Member at Large

STATE OF NY)
COUNTY OF Erie) ss:

On the 8 day of Sept, in the year 2026, before me, the undersigned, a notary public in and for said state, personally appeared Susan D'Angelo, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SHERYL L OCONNOR
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01OC5034266
COMM. EXP. 10/11/2026

STATE OF NY)
COUNTY OF Erie) ss:

On the 8th day of Sept, in the year 2026, before me, the undersigned, a notary public in and for said state, personally appeared Norma Hanstein, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SHERYL L OCONNOR
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01OC5034266
COMM. EXP. 10/11/2026

STATE OF NY)
COUNTY OF Erie) ss:

On the 8th day of Sept, in the year 2026, before me, the undersigned, a notary public in and for said state, personally appeared Marcia Galloway, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SHERYL L OCONNOR
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01OC5034266
COMM. EXP. 10/11/2026

SHERYL L OCONNOR
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01OC5034266
COMM. EXP. 10/11/2026

STATE OF NY)
COUNTY OF Erie) ss:

On the 8th day of Sept, in the year 2026, before me, the undersigned, a notary public in and for said state, personally appeared Judy Carestio, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NY)
COUNTY OF Erie) ss:

On the 8th day of Sept., in the year 2026, before me, the undersigned, a notary public in and for said state, personally appeared Annette Kukoleca, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SHERYL L OCONNOR
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01OC5034266
COMM. EXP. 10/11/2026