

**Jamie Romeo, County Clerk**

Monroe County Clerk

39 West Main Street

Rochester, NY 14614

**Receipt #:** 3922666  
**Transaction #:** 9803134  
**Transaction Date:** 06/28/2024 02:07:03 PM  
**Payment Comment:**

**Fees for: AMENDMENT TO DECLARATION** **\$0.00**

|   |                                      |
|---|--------------------------------------|
| <b>Book / Page:</b> D 12974 0080        | OAKMONTE HOMEOWNERS ASSOCIATION INC, |
| <b>Instrument #:</b> 202406280806       | OAKMONTE HOMEOWNERS ASSOCIATION INC, |
| <b>Ref #:</b> TT0000017953              |                                      |
| <b>Recorded:</b> 06/28/2024 02:07:03 PM |                                      |
| Recording Fee                           | \$26.00                              |
| Pages Fee                               | \$40.00                              |
| State Fee Cultural Education            | \$14.25                              |
| State Fee Records Management            | \$4.75                               |
| TP-584 Form Fee                         | \$5.00                               |

**Total Charges for Transaction:** **\$90.00**

**Payments Received:**

|                       |                |
|-----------------------|----------------|
| <b>Check (147227)</b> | <b>\$85.00</b> |
| <b>Cash</b>           | <b>\$5.00</b>  |
| <b>Change</b>         | <b>\$0.00</b>  |

Cashier: CT

**COPY**

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS**

RECORDED  
Time: \_\_\_\_\_

**OF**

**JUN 28 2024**

**OAKMONTE HOMEOWNERS' ASSOCIATION, INC**  
1146 State Road, Webster, New York 14580

Monroe County Clerk's Office

**WHEREAS**, the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens ("Declaration") for Oakmonte Homeowners' Association, Inc. dated July 25, 2006 was filed in the Monroe County Clerk's Office on July 27, 2006 at liber 10333 page 0243;

**WHEREAS**, upon due diligence, members of the Oakmonte Homeowners' Association, Inc, desire to amend certain provisions of the Declaration;

**WHEREAS**, at least sixty-seven percent (67%) of the members of the Oakmonte Homeowners' Association, Inc. have approved the following amendments as required pursuant to §11.07 of the Declaration.

Now, **THEREFORE**, the Association Declaration is hereby amended as follows:

**1. Article VI     MAINTENANCE**

**Section 6.02. Repairs and Maintenance Which Are Not Responsibility of the Association.**  
Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 6.01 above but which is occasioned by a negligent or willful act or omission of a Lot Owner (including: (1) any family member, tenant, guest or invitee of such Owner, (2) any family member, guest or invitee of the tenant of such Owner, and (3) any guest or invitee of (i) any member of such Owner's family, or (ii) any family member of the tenant of such Owner) or the Sponsor shall be made at the cost and expense of such Lot Owner or the Sponsor, as the case may be. 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 or Lot and such cost shall be added to that Lot Owner's Maintenance Assessment and, as part of that Assessment, shall constitute a lien on the Lot to secure the payment thereof.

The Lot and Unit Owners shall be responsible for snow removal from walkways, steps and stoops located on the Lots, and for the maintenance, repair and replacement of concrete patios attached to or adjacent to the Units and concrete walkways located on the Lots or on Association Property but adjacent to a Unit and used by a Unit Owner. The Lot and Unit Owners shall be responsible for maintenance, repair and replacement of windows, doors, garage doors, pole lights, pole lamps, hose bibs, doorbells, screens, storm doors, air conditioner pads and outdoor decks.

With respect to the installation or replacement of any front doors, storm doors, screen doors, sliding glass doors, garage doors, windows, pole lights, pole lamps, air conditioning pads and/ or decks, lot and unit owners must file a variance with the Board of Directors for

approval prior to commencing the foregoing work. All of the aforementioned items shall be replaced in kind whenever possible.

Maintenance, repair and replacement of pipes, wires, conduits and public utility lines servicing only the Units and for which a utility company or other entity is not responsible (whether or not such lines and facilities are on Association Property) shall be the responsibility of, and at the expense of the Association. The Owner of the Unit served by the sewer lateral shall be responsible for cleaning or unclogging it.

## 2. Article X      GENERAL COVENANTS AND RESTRICTIONS

Section 10.02 No Animals, Birds and Insects. Lot and Unit owners may possess only two pets per household. With the exception of two (2) dogs or two (2) cats or one (1) dog and one (1) cat owned by a Lot Owner, fish, or birds kept in a cage, no animals, birds or insects shall be kept or maintained on any Lot on which a Unit is constructed or other portion of the Property except with the consent of the Board of Directors of the Association which may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, birds and insects and (ii) prohibit certain types of animals, birds or insects entirely. In any event, pets may be allowed outdoors only when accompanied by a responsible person and leashed. All dogs must be leashed and attended to at all times when outside. Any pet excrement or waste must be immediately cleaned up. Noisy or vicious pets causing a nuisance are not allowed. The Board of Directors of the Association shall have the right to require any Lot Owner (or any tenant of any Owner, or any family member or guest of any Owner or tenant) to remove or dispose of any pet, animal, bird or insect, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal, bird or insect is creating a nuisance because, e.g., the Lot Owner does not clean up after the animal, the animal is too noisy, or the animal is not properly controlled. Residents are urged to contact and report all pet nuisance issues to Penfield Animal Control, 1587 Jackson Road, Penfield, New York (585)340-8616. The town will compile records of all animal complaints which may ultimately result in a pet being removed from the community. As more fully set forth herein Article X, and pursuant to the Association rules and regulations, reasonable fines may be imposed against any lot or unit owner for an occurrence or violation of the pet policy.

Section 10.08. No Television and Communication Antennas. No outside television, radio, "C.B." or other communication antenna shall be erected on any Lot or other portion of the Property except satellite dishes of such a size and in such a location as approved by the Association's Board of Directors.

Satellite dishes must be located and installed as inconspicuously as possible so as to not detrimentally impact the aesthetics and common scheme of the community. When a variance is applied for, the application must indicate the purported location relative to the installation of any satellite dish. Upon the sale of any property or unit, any installed satellite dish must be removed prior to the closing of the transaction. Any damage to the roof or siding must be repaired as close to the original condition as possible. The property manager must be kept up to date as to the status of all repairs to ensure compliance with the common plan and scheme of the community. All repairs must be completed by the Seller at their sole cost and expense. In the alternative, an existing satellite dish may be kept in place upon approval of a variance submitted to the Board of Directors by the Purchaser.

Section 10.09. Trees and Other Natural Features. After the transfer of title by the Sponsor to a Lot or other portion of the Property no trees shall be removed from any such transferred Lot or other portion of the Property except with the permission of the Association's Board of Directors, The Association's Board of Directors in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property.

All green space, planted areas and landscaping are exclusively maintained by the Association. In the event a lot or unit owner desires to plant greenery including but not limited to flowers, bushes and/ or trees, such lot or unit owner must apply for a variance with the Board of Directors. The application shall provide the type of greenery, flowers, bushes and/ or trees purportedly to be planted as well as the location on the property. Upon the approval of any variance under this section, the lot or unit owner shall be responsible for maintaining such plantings. In the event the property is sold, the seller must remove all approved plantings prior to the closing or the purchaser must otherwise agree to maintain such areas. The lot or unit owner shall be solely responsible for all expenses with respect to any plantings, removals or mulch under this section. If purchaser agrees to maintain the plantings and greenery, said purchaser must submit a variance to the Board of Directors notifying the Board of Directors of such intent. In the alternative, if purchaser does not intend to maintain such plantings and greenery, the property manager should be so advised with all costs for remediating the land back to its original condition incurred by Seller. The planting of any type of fruit or vegetable garden is prohibited without approval by the Board of Directors.

Section 10.13.01 No Oversized, Commercial, Recreational, or Unlicensed Vehicles., Camper Bodies, Boats or Trailers. Unless used in connection with the construction or sale of Lots and Buildings by the Sponsor, or maintenance of the Property, or unless garaged or otherwise consented to by the Board of Directors of the Association, the following shall not be permitted on the Property:

- a. oversized vehicles (vehicles which will not fit into a garage);
- b. commercial vehicles (as determined by the Board in its sole discretion);
- c. recreational vehicles (All Terrain Vehicles, Four Wheelers, Go Carts);
- d. unlicensed motor vehicles of any type;
- e. camper bodies;
- f. boats or trailers.

The only exception to the foregoing restrictions shall be for repairs, cleaning or packing up a recreational vehicle, camper, boat or trailer. Under no circumstances shall a recreational vehicle, camper, boat or trailer be parked in any driveway for a period exceeding forty-eight (48) hours. Notwithstanding, commercial vehicles are not permitted to be parked in any driveway unless garaged or unless providing a specific service to a unit or lot owner for a specific day during business hours.

Section 10.13.02 Common Area Restrictions The following are not permitted in any common areas:

- a. Vegetable gardens;
- b. Yard Ornaments;
- c. Free standing flag poles;
- d. Clotheslines;
- e. Fixed charcoal grills;
- f. Campfire rings;
- g. Firepits;
- h. Sheds;
- i. Playground equipment;
- j. Swimming pools;
- k. Picnic tables;
- l. Basketball hoops;
- m. Tents;
- n. Permanent badminton and/ or volleyball nets
- o. Horseshoe pits;
- p. Bounce houses;
- q. No outside storage of garbage or recycling totes.

A request for a short-term variance may be made to the Board of Directors.

Section 10.14. No Parking on Private Road. No parking on or along the Association private roadways is permitted between the hours of 11:00pm and 6:00am. On-street parking shall only be permitted for visitors if there is no available space in lot driveways. In such cases,

parking must be restricted to one side of the road and there must exist sufficient space for emergency vehicles to pass. Notwithstanding, mailboxes and neighboring driveways must not be blocked. Overnight parking is not permitted on Association common roadways. An occurrence of a violation may be subject to a fine as more fully set forth herein.

Section 10.16. Leasing Leasing of a residential unit shall be permitted according to the following restrictions:

- a. All lease tenancies must be for at least a twelve (12) month period;
- b. An owner may not lease a portion of a unit. All tenancies must be for possession of the entire unit;
- c. Upon the commencement of any annual tenancy or rental period, the unit owner must file the executed lease agreement with the Board of Directors or management. Such filing requirement shall include any lease renewal;
- d. All leases must include an addendum signed by the tenant(s) affirming that occupants will comply with all Association governing documents including the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens, the By-Laws and Rules or Regulations. Such addendum shall further state that Tenants in violation of any provision of (i) the Association Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens; (ii) the By-Laws and/ or (iii) any Rules or Regulations will be subject to eviction.
- e. All unit owners are responsible for remedying and curing tenant violations including nuisance conduct. If a unit owner does not remedy or cure any ongoing tenant violations, such unit owner may be fined. Or, in the alternative, the Association may commence an eviction proceeding on behalf of the unit owner with all costs and expenses, including reasonable attorney's fees, being charged to said unit owner's account. Such costs, expenses and attorney's fees will be a charge and continuing lien upon the lot.
- f. All lease agreements must include a section that allows the Association to evict tenants as an agent of a unit owner for violations relative to any provision of the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens, the By-Laws and/ or the Rules or Regulations as well as for violations pursuant to New York law.
- g. All short-term tenancies and rentals such as AIRBNB or VRBO are prohibited.

Section 10.20. Nuisance Issues. Any conduct of a unit owner, tenant or guest that detrimentally impacts another owner or occupant's privacy, quiet enjoyment, health, safety and/or security, will not be permitted. Issues such as loud music, animal noises or behavior, late night gatherings, parking, unkept/ unsightly property, overflowing trash cans, vehicle maintenance, smoking in common areas or any illegal acts are deemed to be nuisance conduct that shall be subject to fines imposed by the Board of Directors as more fully set forth herein.

Section 10.21. Violations and Fines

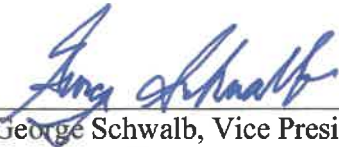
- a. Violations Any resident may register a complaint by calling, writing or emailing the property manager. Complaints and violations will be recorded in a log maintained by the Management Company. Upon receiving notice of a complaint or violation, the Management Company will contact the responsible resident to inform the party as to any complaint or violation. If some action is required by the resident to cure a complaint or violation, the resident will be so advised of a reasonable deadline date by which to resolve the issue. If the resident fails to resolve any complaint or violation by the deadline date, the Board of Directors may thereafter impose a reasonable fine. A certified letter will then be sent to the homeowner notifying the party as to the fine imposed with a new deadline for correcting the issue. All involved parties will be kept informed of any progress toward resolution of the problem.
  
- b. Fines A violation of any restriction, rule, policy or procedure set forth in Article X of the Declaration will be subject to a monetary fine as determined by the Board of Directors. Likewise, any violation of Association Rules and Regulations will also be subject to a monetary fine as determined by the Board of Directors. A fine will be assessed each successive month for ongoing violations until cured. Said fines will be a charge and continuing lien upon the Lot against which the fine is made. Collection of all fines imposed under Article X shall be made according to the procedures set forth in Article V of the Declaration. The initial fee schedule for unresolved complaints and violations are as follows:
  - (i) Initial occurrence: up to \$50.00
  - (ii) Second successive month unresolved: up to \$100.00
  - (iii) Third successive month unresolved: up to \$200.00
  - (iv) Continuing/ ongoing months unresolved: up to \$200.00

The monetary amount of fines relative to any of the aforementioned violations as well as for violations of the Association Rules and Regulations may be updated at the beginning of each fiscal year by the Board of Directors with notice to all Homeowners.

IN WITNESS HEREOF, the foregoing amendments to the Declaration are made in compliance with Association governing documents and approved by members on the 19<sup>th</sup> day of April, 2024.



\_\_\_\_\_  
Roger Bellows, President  
Oakmonte Homeowners' Association Board of Directors



\_\_\_\_\_  
George Schwalb, Vice President  
Oakmonte Homeowners' Association Board of Directors



\_\_\_\_\_  
Carol Davis, Secretary  
Oakmonte Homeowners' Association Board of Directors



STATE OF NEW YORK)

COUNTY OF MONROE) ss:

Roger Bellows, being duly sworn, deposes and states that: I am President of the Board of Directors for Oakmonte Homeowners Association, Inc. As such, I have read the foregoing instrument and know the contents to be true and accurate based upon my personal knowledge. I have executed my name hereto in my capacity as President and by order of the Board of Directors for the Association.

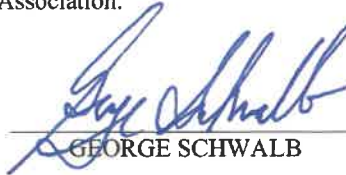
  
ROGER BELLOWS

Sworn to before me this  
5 day of June, 2024

STATE OF NEW YORK)

COUNTY OF MONROE) ss:

George Schwalb, being duly sworn, deposes and states that: I am Vice-President of the Board of Directors for Oakmonte Homeowners' Association, Inc. As such, I have read the foregoing instrument and know the contents to be true and accurate based upon my personal knowledge. I have executed my name hereto in my capacity as Vice-President and by order of the Board of Directors for the Association.

  
GEORGE SCHWALB

Sworn to before me this  
10 day of June, 2024

STATE OF NEW YORK)

COUNTY OF MONROE) ss:

Carol Davis, being duly sworn, deposes and states that: I am Secretary of the Board of Directors for Oakmonte Homeowners' Association, Inc. As such, I have read the foregoing instrument and know the contents to be true and accurate based upon my personal knowledge. I have executed my name hereto in my capacity as Secretary and by order of the Board of Directors for the Association.

  
CAROL DAVIS

Sworn to before me this  
5 day of June, 2024



Christopher T. Pusateri  
NOTARY PUBLIC, State of New York  
Qualified in Monroe County  
Commission Expires 5/14/28