



# Ontario County Clerk Recording Page

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Rochester Abstract Corporation

**Pamela Keefe, Acting County Clerk**

Ontario County Clerk  
20 Ontario Street  
Canandaigua, New York 14424  
(585) 396-4200

Document Type: **DECLARATION**

Receipt Number: 670586

<b>Grantor (Party 1)</b>
OTETIANA COVE HOMEOWNERS ASSN INC

<b>Grantee (Party 2)</b>

<b>Fees</b>	
Recording Fee	\$20.00
Pages Fee	\$20.00
State Surcharge	\$20.00
<b>Total Fees Paid:</b>	<b>\$60.00</b>

<b>Control #:</b> 202304120109
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Property located in **Town of Canandaigua**

State of New York  
County of Ontario

Recorded on April 12th, 2023 at 4:38:08 PM  
in Liber **01516** of **Deeds**  
beginning at page **0222**, ending at page **0225**, with a  
**total page count of 4.**

**Acting Ontario County Clerk**

*This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York*

**AMENDMENT TO THE BY-LAWS OF  
OTETIANA COVE HOMEOWNER'S ASSOCIATION INC.**

This Amendment (the "Amendment") is made as of the 23<sup>rd</sup> day of March, 2023, to the By-Laws (the "By-Laws" of **Otetiana Cove Homeowners Association, Inc.** (the "Association"), which ASSOCIATION is located at 3600 East Lake Road, in the Town of Canandaigua, County of Ontario, and State of New York.

**WHEREAS** the Unit Owners (the "Owners") assembled in person or by proxy at the Special Meeting of the Association on March 23, 2023, which meeting was duly noticed in conformance with the By-Laws; and

**WHEREAS** by general proclamation, the Board of Directors (the "Board") was tasked with writing and offering for signature certain amendments to the By-Laws; and

**WHEREAS** The Board is empowered to oversee the administration and operation of the Association in accordance with the terms and provisions of its governing documents; and

**WHEREAS**, a vote of the Owners in the Association for the adoption of this By-Laws Amendment was duly taken in Person and by Proxy on March 23, 2023; and

**WHEREAS**, by said vote, the by-laws required percentage of 66 2/3 of Owners in Person or by Proxy to adopt this Amendment.

**NOW THEREFORE**, be it resolved, that the following Amendments to Article VII are adopted as of the date set forth above with regard to, Sales, Leasing, and Mortgages of Lots/Townhomes.

**Approved changes to Article VII, Section 1**

Words with the strikethrough marking are removed ( ~~removed~~ )

Words in red are the changes. (*changes*)

ARTICLE VII.

SALES, LEASES, AND MORTGAGES OF LOTS/TOWNHOMES

Section 1. Leasing of Townhomes

~~No~~ A Lot Owner may lease his/her Townhouse ~~except~~ in accordance with the following provisions:

(a) Lot Owner shall:

1. *Lease his/her townhouse only after owning it for 12 months.*
2. *Lease the townhouse for a minimum of 6 months*

(b) Any lease must be consistent with the Declaration, By-Laws, and Rules and Regulations of the Association, as the same may be amended from time to time and must provide that the lease comply therewith. Said lease must ~~further~~ provide that if the lessee fails to comply with the aforementioned provisions, the Board of Directors shall have the power to

terminate such lease and/or bring a summary proceeding to evict the lessee in the name of the lessor.

(c) Said lease must further provide that it may not be modified, amended, extended or assigned, without prior written consent of the Board of Directors and that the lessee shall not sublet the ~~demised premises~~ *townhouse* or any part thereof. ~~with out prior written consent of the Board.~~

(d) Said lease must further provide that if the lessor fails to pay assessment or special assessment assessed against the Lot owner, the Board of Directors can evict the lessee on not less than thirty (30) days prior written notice of foreclosure of the lien on such Lot granted by the Declaration.

(e) A copy of said lease shall be delivered to the Board of Directors, *for their approval before being offered to the prospective lessee; and a copy, signed by the lessee of said lease shall* be kept in the premanent records of the Association.

(f) Leases made in violation of these provisions shall be voidable in the discretion of the Board of Directors. If the Board so elects, the lessor shall be deemed to have authorised the Board to institute legal proceeding to evict the lessee in the name of the Owner as lessor, and the Owner shall reimburse the Board for all costs incurred in the connection therewith including reasonable attorney's fees.

(g) This Section 1 shall not apply to Declarant or any Lots owned by Declarant.

AMENDMENT TO BY LAWS :  
OTETIANA COVE HOMEOWNERS ASSOCIATION, INC.  
Prepared: March 2023

IN WITNESS WHEREOF, the undersigned being the Secretary of the Board of Directors of the Otetiana Cove Homeowners Association, Inc., sets his/her hand and seal this 31 day of MARCH, 2023.



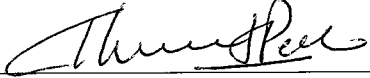
Michael C. Maxwell, Secretary, Board of Directors

STATE OF NEW YORK)

) ss:

COUNTY OF ONTARIO)

On the 31<sup>st</sup> day of March, in the year 2023, before me, the undersigned, personally appeared Michael C. Maxwell, and 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/she 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

Theresa J Peck  
Notary Public, State of New York  
Reg No. 01PE6433840  
Qualified in Ontario County  
Commission Expires 05/23/2026