

MONROE COUNTY CLERK'S OFFICE

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Instrument: AMENDMENT TO DECLARATION

Control #: 202406181257
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Date: 06/18/2024

STONEFIELD COMMONS HOMEOWNERS ASSOCIATION, Time: 2:35:18 PM

STONEFIELD COMMONS HOMEOWNERS ASSOCIATION,

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 Fees Paid:	\$90.00

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$1.00

JAMIE ROMEO

MONROE COUNTY CLERK



STONEFIELD COMMONS HOMEOWNERS ASSOCIATION, INC.
CERTIFICATE OF AMENDMENT TO DECLARATION & BY-LAWS

THIS AMENDMENT, made as of December 15, 2023, by the Board of Directors on behalf of the Members of Stonefield Commons Homeowners Association, Inc. ("HOA") c/o Kenrick Corporation, 3495 Winton Place, Rochester, NY 14623 to the Declaration and By-Laws of the HOA, recorded on March 14, 1984, in the office of the Clerk of Monroe County in Liber 6491, page 70 et seq.; and

WHEREAS, the HOA is a Not-For-Profit Corporation, duly organized and existing under the Not-for-Profit Corporation Laws of the State of New York, located in the Town of Pittford, New York and more specifically as described in the Declaration of Covenants, Restrictions, Easements, of Stonefield Commons Homeowners Association, Inc., said land being more particularly described on Exhibit A attached hereto; and

WHEREAS, after Notice was duly given under the provisions of the HOA's By-Laws, which notice contained a full statement of the proposed amendments to the HOA's By-Laws, a duly called Special Meetings of the HOA's Members was held on September 13, 2023 ("Special Meeting"); and

WHEREAS, in accordance with the HOA's By-Laws in place on September 13, 2023, at least a quorum of all Members whose Homes were then subject to the Declaration, were present in person or represented by written proxy, attended the Special Meetings, thereby constituting a quorum for the purpose of transacting HOA business; and

WHEREAS, in accordance with Article XIV, Section 1, of the By-Laws, at least a majority of those Members present in person or proxy at the Special Meeting, approved the amendments to the HOA's By-Laws during Special Meeting;

WHEREAS, in accordance Article XI of the HOA's Declaration, at least seventy five (75%) percent of the total Members approved the amendments to the HOA's Declaration; and

WHEREAS, in furtherance of said vote and grant of approval, the HOA's Declaration and By-Laws are amended as set forth herein.

NOW THEREFORE, the Declaration is now amended through the addition of a new Article XII titled Selling and Leasing, which shall read as follows:

ARTICLE XII - SELLING AND LEASING

Section 1. Selling. Any Home or Lot (hereinafter collectively the "Home") may be conveyed by a Member free of any restrictions as provided in the Declaration or By-Laws of the Association, except that no Member shall convey, mortgage, pledge, hypothecate, sell their Home unless and until all violations against the Home are removed, all unpaid assessments assessed against the Home shall have been paid as directed by the Board of Directors, or receives written approval from the Board indicating the Members Compliance with the procedures established in Section 1(a) or Section 1(b) below. Such unpaid Assessments, however, may be paid out of the proceeds from the sale of a Home, or by the Grantee. Any sale of a Home in violation of this section Article XII or any other applicable Article of the Declaration or By-Laws shall be voidable at the election of the Board of Directors.

(a) No conveyance or a transfer of a home is permitted if the buyer, grantee, or recipient of such real property is a trust, corporation, partnership, or other non-human entity. Notwithstanding the foregoing, Members shall be permitted to transfer their Home into a trust for the benefit of that existing Member provided the trust is established for the benefit of said Member, and said Member resided in the Home immediately prior to the transfer (or will immediately reside therein if the trust is the purchaser from the outset). In the event the foregoing exemption is claimed, the Member must provide adequate documentation satisfactory to the Board evidencing the basis for the exemption (e.g., existing deed, trust to acquire deed, etc.) and receive a written approval from the Board. Notwithstanding the foregoing, the amendment to this provision shall not apply to any deed that has been recorded prior to December 15, 2023. However, any future transfer, sale, or conveyance of the Home must comply with this amendment. Any sale effectuated in violation of this provision shall be voidable at the election of the Board of Directors.

(b) Any Member who receives a bona fide offer (an "Outside Offer") for the purchase of a Home together with: (i) the interest of such Member in any Homes theretofore acquired by the Board of Directors, or its designee, on behalf of all Members, or the proceeds of the sale thereof, if any; and/or (ii) the interest of such Member in any other assets of the HOA (collectively, the "Appurtenant Interests) which they intend to accept, shall give notice to the Board of Directors of such Outside Offer and of such intention no later than 10 business days of receiving the offer. Additionally, the Board may request that the Member provide the name(s) and contact information of the purchaser(s) and/or the proposed occupant(s) of the home following the sale. Upon receipt of such documentation, the Board of Directors shall have ten (10) business days to raise any objections to the proposed purchaser(s) or occupant(s) due to a potential violation of the HOA's Declaration and/or By-Laws should the transaction be completed, and in such event, the Member must correct said objections, failing which the transaction may not proceed. Should the Board of Directors not raise any objections within ten (10) business days, the Member will be deemed to have received a written approval. Any purported sale of a Home in violation of this Section 1(b) shall be voidable at the election of the Board of Directors.

Section 2. Leasing Prohibited.

Effective upon the adoption of this Section 2, notwithstanding any right to lease contained hereinabove or elsewhere in these By-Laws or in the Declaration, leasing of Homes will no longer be permitted at the Association, unless permitted by the below Section 2(a). If any Member (landlord) or tenant is in violation of this Section 2, the Association may bring an action in its own name or in the name of the Member, or both, to have the tenant evicted or to recover damages, or both. If the court finds that the tenant and/or their tenancy is or has violated any of the provisions of the Declaration, the By-Laws of the Association, or the rules and

regulations, the Court may find the tenant guilty of forcible detainer despite the fact that the Member is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease or other rental agreements with the Member. For purposes of granting the forcible detainer against the tenant, the court may consider the Member a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). Furthermore, the Member under any lease which violates these By-laws ("Owner in Violation") shall be subject to a monthly assessment ("Rental Assessment") from the commencement of the violation (whether the Association was aware of the violation at any particular time) until the violation is corrected, of the greater of \$5,000.00 per month or the rent under the violative lease. This Rental Assessment shall be deemed an additional assessment due from the Owner in Violation and shall be assessed and collected in the same manner as assessments in accordance with the Association's Declaration and By-Laws. This Rental Assessment will be shown as due in the same manner as unpaid Association fees and assessments, if any, and be a lien on the Home until satisfied. The remedies provided by this subsection are not exclusive and are in addition to any other remedy or remedies available to the Association. The Association may recover all of its costs, including court costs and actual attorney's fees, and these costs shall be a continuing lien on the Home that shall bind the home in the hands of the then Member and the Member's successors and assigns. The Association shall give the tenant and the Member written notice of the nature of the violation of the rules, and thirty (30) days from the mailing of the notice in which to cure the violation before the Association may file for eviction. Notwithstanding the foregoing, any Member leasing their Home on December 15, 2023, may continue to lease their Home (hereinafter the "Grandfathered Home(s)") and the existing tenant may renew their lease indefinitely. Grandfathered Home(s) will not be permitted to lease their Home if (i) should the existing lease for the tenant terminate or not be renewed or (ii) upon the sale of the Home, whichever is earlier ("Cutoff Date"). Continued leasing by the Grandfathered Home(s) after the Cutoff Date shall be deemed a violation of this Section 2.

- (a) The prohibition on leasing in the Association is not applicable to Members of the Association who lease their homes to a spouse and/or a an immediate family. The term "immediate family" shall exhaustively be defined and limited to a Member's parents, children, or siblings. No leasing may occur under this Section 2(a) unless written approval is received by the Association. The Association is permitted to require the Member to provide any and all substantive documentation establishing the relationship of the proposed lessee. Any violations of this Section 2(a) and the Association's Declaration or By-Laws, may be remedied, but not exclusively under the terms established in Section 2

NOW THEREFORE, pursuant Article XI, Section 1 of the HOA's Declaration, the Declaration is now amended by deleting the second to last sentence of Article V, Section 1, in its entirety, which shall now read as follows:

...The annual maintenance assessments, as hereinafter provided, together with interest, costs, late fees, and actual attorneys fees, shall be a charge on the land, and shall constitute additional assessments to the Member at issue payable by said Member and may be collected in the same manner as assessments as provided in the Association's Declaration and By-Laws and be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with Interest, costs and actual attorneys fees, shall also be the personal obligation of the person of such property at the time when the assessment shall fell due...

NOW THEREFORE, the Declaration is now amended by deleting the first two sentences of Article V, Section 4, in its entirety, and replacing same with the following new two first sentences, which shall now read as follows:

Any assessment not paid within 30 days after the date shall become a lien against that lot, and shall be subject, at the Board's sole discretion, to a monthly \$100 late fee for each month a Member is in arrears and bear interest from the due date at the legal rate. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose on the lien against the property, and interest, late fees, costs and actual attorneys fees of any such action will be added to the amount of such assessment...

NOW THEREFORE, the Declaration is now amended by the addition of a new Article V, Section 7, which shall read as follows s:

Section 7. Costs and Expenses Incurred by the Association and the Association's Right to Recover Same: In the event (a) there is a breach of any terms and provisions of the Declaration, By-Laws, or the Rules and Regulations of the Association either by a Member or a Member's invitee, guest and/or occupant; or (b) the Association's Board of Directors is required to: (i) commence any action with respect to any Member default of the Association's Declaration, By-Laws, Rules and Regulations; or (ii) defend or incur any costs and/or expenses in connection with any action, complaint, claim or otherwise brought by an Association Member or to assert a counterclaim in any such action or other proceeding where the Member who commenced or brought the action or brought the complaint, claim or otherwise, does not prevail in a Court of competent jurisdiction; the Member will be responsible for and required to reimburse the Association and its Board of Directors for any costs and expenses incurred by the Association and its Board of Directors s as a result of said action, claim, complaint, or otherwise and/or breach including, but not limited to, actual legal fees incurred in connection therewith. All such costs and expenses including, but not limited to actual attorney's fees, shall be added to and shall constitute additional Assessments to the Association Member at issue payable by said Association Member and may be collected in the same manner as Assessments as provided in the Association's By-Laws and Declaration, and shall also collectively constitute a lien on the Member's Home which may be foreclosed when past due in accordance with the laws of the State of New York and/or the Association's Declaration and By-Laws.

NOW THEREFORE, Article III, Section 1, of the By-Laws is amended by deleting it entirely and replacing same, which shall read as follows:

Section 1. Annual Meeting. The annual meetings of the members shall be held at least once a year on or about the anniversary of the prior year's Annual Meeting, in person or via a video-conferencing app at a date and time to be fixed by the Board of Directors.

NOW THEREFORE, Article III, Section 2 of the By-Laws is amended by adding a new last sentence, which shall read as follows:

Special meetings may be held in-person or via a video-conferencing app at a date and time to be fixed by the Board of Directors.

NOW THEREFORE, Article III, Section 3 of the By-Laws is amended by deleting it in its entirety and replacing same, which shall read as follows:

Section 3. Notice of Meetings. Written notice of each meeting of the members may be given by, or at the direction of, the secretary or person authorized to call a the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Delivery of notices to a Member may also be made via e-mail or other electronic means and shall be deemed valid delivery of a notice if such Member consents in writing to delivery of notices via e-mail or other electronic means and provides the Association with a valid means of sending same (e.g.: e-mail address, facsimile number, etc.).

NOW THEREFORE, Article IV, Section 3 of the By-Laws is amended by adding two new sentences after the first sentence, which shall read as follows:

Any member of the Board who (i) is in arrears in the payment of any dues or assessments owed to the Association, for a period exceeding sixty (60) days from the Association's established due date set by the Board, (ii) is not a member of the Association, or (iii) serves simultaneously on the Board with a family member, spouse, or any individual who occupies said Board member's home, shall automatically be deemed to not be in "Good Standing." All Directors deemed not to be in "Good Standing" in violation of this provision will be deemed to have automatically resigned from the Board.

NOW THEREFORE, Article V, Section 1 of the By-Laws is amended by deleting it in its entirety and replacing same, which shall now read as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made in the following manner: The Association will solicit nominations for candidates for the election to the Association's Board of Directors prior to all elections and prior to the mailing of the Notice of the Annual or Special Meeting where the election will occur. All candidates will be required to be in "Good Standing" and self-declare their candidacy prior to the deadline established by the Association's Board of Directors by submitting their name, a letter of intent/resume, or any other reasonable document established by the Board of Directors. The Board of Directors, in its sole discretion, may change the date for acceptance of a declaration of candidacy. No nominations of candidacy for the Association's Board of Directors will be taken after the deadline established by the Board of Directors, nor will any nominations be taken from the floor at an Annual or Special Meeting where the election is held. Such nominations may be made from among members only.

NOW THEREFORE, Article VIII, Section 1 of the By-Laws is amended by deleting and replacing same in its entirety, which shall read as follows:

Section 1. Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create, and shall at all times be members of the Board of Directors.

NOW THEREFORE, Article IX of the By-Laws is amended by deleting the first two sentences of the paragraph in their entirety and replacing same, which shall read as follows:

The Association may appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

IN WITNESS WHEREOF, the undersigned has executed this instrument on May 22, 2024.

STONEFIELD COMMONS
HOMEOWNERS ASSOCIATION, INC.

By:

Mark Breewer
Stonefield Commons, Secretary
HOA Board of Directors

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF Monroe)

On the 22nd day of May in the year 2024 before me, the undersigned, personally appeared Mark Alan Brewer 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Tawni L. Puhl
Notary Public

TAWN L. PUHL
Notary Public, State of New York
No. 01PU6205040
Qualified in Monroe County
Commission Expires May 4, 2025

RECORD & RETURN TO:

SCHNEIDER BUCHEL LLP
60 Crossways Park Drive West, Suite 340
Woodbury, NY 11797

Exhibit "A"

DESCRIPTION OF STONEFIELD COMMONS
AT BARKER ESTATES, PHASE I

All that tract or parcel of land, containing 3.774 acres, situate in part of Town Lots 12 and 49, Township 12, Range 5, in the Town of Pittsford, County of Monroe, State of New York, as shown on Drawing No. 2579A-12 entitled "Stonefield Commons at Barker Estates, Phase I, Plat Map" dated September 7, 1983, as prepared by Sear-Brown Associates, P.C., and being more particularly bounded and described as follows:

Beginning at the northeast corner of Lot No. 9 of Barker Estates, Section I (L. 203, P. 17), said point being on the southerly right-of-way line of Stonington Drive (60.00' wide); thence

1. S $71^{\circ}00'10''$ E, along said right-of-way line, a distance of 25.23 feet to a point of curvature; thence

2. Southeasterly, continuing along said right-of-way line along a curve to the right with a radius of 167.60 feet and a central angle of $70^{\circ}38'03''$, a distance of 206.62 feet to a point of tangency; thence

3. S $00^{\circ}22'07''$ E, along the westerly right-of-way line of Stonington Drive, a distance of 522.80 feet to a point of curvature; thence

4. Southwesterly, continuing along said right-of-way line along a curve to the right with a radius of 246.57 feet and a central angle of $31^{\circ}30'00''$, a distance of 135.56 feet to a point of tangency; thence

5. N $18^{\circ}46'49''$ W, along the phase line between Phase I and "Future Phases" of Stone Field Commons, a distance of 72.76 feet to an angle point; thence

6. N $55^{\circ}55'53''$ W, along the said phase line, a distance of 332.00 feet to a point of intersection with the southerly extension of the easterly line of said Barker Estates, Section I; thence

7. N $18^{\circ}59'50''$ E, along said easterly property line of Barker Estates, Section I, a distance of 595.00 feet to the point and place of beginning.