

Golf Beach Shores Association

Declarations of Covenants, Conditions & Restrictions

Amendment tracking sheet

Article	Section	Date	Add/Delete/Change description
-	-	Mar 19, 1985	Initial adoption
V	2	Sep 5, 1991	Changed rate of assessment for 3 specific units: Lot A in Building 2 = uniform assessment X 1.15 Lot B in Building 2 = uniform assessment X1.30 Lot C in Building 7 = uniform assessment X 1.15
V	2	Sep 30, 1991	Added signatures to Sept 5, 1991 amendment.
-	-	January 2022	Copied content of Sept 30, 1991 declarations as on file at Ontario County Clerk Office into an electronically editable document, added Amendment tracking sheet. No content changes
-	-	June 2022	Edited document to incorporate amendments listed below with a June 2022 date a single, coherent, document that can be distributed to, and easily read by members.
IV	2	June 2022	Change voting rights when more than one person holds an interest in any lot from all persons having one vote, to a maximum of two votes per lot.
V	2	June 2022	Changed rate of assessment of 2A, 2B, and 7C to be the uniform rate times 1.065, 1.130, 1.065 respectively.
V	4	June 2022	Effect of non-payment of assessment changed to be more lenient. Now reading: Assessments not paid within 30 days shall bear interest from the due date at the legal rate, and assessments not paid within 90 days shall become a lien against the lot.
V	6	June 2022	Remove language referring to class A and class B members (article 4, section 2 specifies only one voting class). Change Special assessments approval from 2/3 to 75% of members to be consistent with other member approval requirements.
VI	-	June 2022	Added dusk to dawn security lighting and concrete sidewalk to HOA Exterior Maintenance Responsibility Added patios and privacy fences or plantings to list of exterior maintenance not included as Association responsibility.

VIII	-	June 2022	Changed property usage clause to: allow in-home office use; prohibit any business or commercial usage that result in customer, client or employee usage of resident or visitor parking spaces; prohibit rental or subletting for periods shorter than 30 days; allow 2 domesticated pets; increase vehicle parking and storage restriction for 5,000 pounds to 10,000 pounds.
X	1	June 2022	Delete section 1 (additions by Declarant) because it is no longer relevant. change annexation approval requirement from 2/3 to 75% of members approving to be consistent with other member approval requirements
XI	1	June 2022	Add provisions for amending bylaws under the same process and guidelines as amending declarations.

**AMENDMENT TO
GOLF BEACH SHORES
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT to the Golf Beach Shores Declaration of Covenants, Conditions and Restrictions is made as of the 16th day of June, 2022 by the undersigned.

WITNESSETH, the undersigned being at least seventy-five percent (75%) of the owners of the homes subject to Golf beach Shores Declarations of Covenants, Conditions, and Restrictions recorded in the Ontario County Clerk's office on March 19, 1985, in Liber 837, page 871, and the subsequent amendments recorded in the Ontario County Clerk's office on September 5, 1991, in Liber 910, page 1196, and September 30, 1991, in Liber 911, page 852 hereby consent to and approve amending the Golf Beach Shores Declarations of Covenants, Conditions, and Restrictions to read as follows:

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Golf Beach Shores Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is part of the Properties, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or re-subdivision map of the Properties, with the exception of the Common Area.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as all of the premises herein described as "Properties".

Section 6. "Declarant" shall mean and refer to GOLF BEACH ASSOCIATES (a New York Limited Partnership), its successors and assigns if such successors or assigns shall acquire more than one undeveloped lot from Declarant for the purpose of development.

ARTICLE II **PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment.

Every owner shall have a right and easement of enjoyment in and to the Common Area, including the rights of ingress and egress to owner's property over the Common Area, which easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association, pursuant to its by-laws, to adopt rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- (b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members approving such transfer. No such dedication or transfer shall be effective unless an instrument signed by 75% of each class of members, and their mortgagees, agreeing to such dedication or transfer has been recorded.
- (c) the right of individual members to the exclusive use of parking spaces and any sidewalks which may be provided for members upon the Common Area.
- (d) the right of invitees and business visitors of any owner to ingress and egress over those portions of the Common Area that lie within the private roadways.
- (e) the right of the Association to designate certain portions of the Common Area as parking lots for vehicles of owners, their invitees and business guests.
- (f) the right of the Association to designate certain portions of the Common Area as sidewalks of owners, their invitees and business guests.

Section 2. Delegation of Use.

Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and

facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III **EASEMENTS**

Section 1. Easements for Utilities.

Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Properties.

Section 2. Easements for Encroachments.

Each lot, and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, settling and overhangs for all buildings constructed by Declarant. A valid easement for said encroachments, and for the maintenance of same, so long as such encroachments stand shall and do exist. In the event that any structure containing two or more living units is partially or totally destroyed and then rebuilt, or is in need of repair, the owners of the living units so affected agree that minor encroachments of parts of the adjacent living units on adjoining lots or on the Common Area due to such construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 3. Other Easements.

There is hereby created a blanket easement upon, across, over and under all of the properties, for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna or cable system. By virtue of this easement, it is expressly permissible to erect and maintain the necessary poles and other equipment on the Properties, and to affix and maintain electrical or telephone wires and conduits, sewer and water lines, on, above or below any residence or land owned by any owner. An easement is hereby granted to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association over all of the Common Areas, and to enter any residence to perform the duties of maintenance and repair of the residences or Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to any other residence. An easement is hereby reserved to Declarant to enter the Common Areas during the period of construction and sale of the Properties, or any additions to the Properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs, and model

units, provided that this does not unreasonably obstruct access by members of the Association.

Section 4. Limited Exclusive Easement to Owners.

Subject to the provisions of Section 3 above, each owner shall have an easement in the Common Area for the exclusive right to use that portion of the Common Area occupied by a concrete patio or wood deck appurtenant to his lot, the area beneath it and any courtyard entryway if originally constructed by the Sponsor. Provided, however, construction or expansion of such patios or wood decks and the said easement areas beyond where originally constructed by the Sponsor shall be permitted only upon the written consent of the Board of Directors.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every owner of a lot which is subjected by this Declaration to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Voting Rights.

The Association shall have one class of voting membership. Each owner shall be entitled to one vote. When more than one person holds an interest in any lot, all such persons shall be a member, however under no circumstances shall said persons have the right to cast more than two (2) votes under the membership entitled from ownership of said lot.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments.

Prior to the issuance of a Certificate of Occupancy by the Town of Canandaigua for a lot, the Declarant shall be obligated only for the difference between the actual Association expenses including reserves applicable to completed improvements as provided for in the Association's budget, and the Association charges levied on owners who have closed title to lots as projected in Schedule A of the Offering Plan filed with the Department of Law of the State of New York regarding these properties. Upon the issuance of a Certificate of Occupancy by the Town of Canandaigua, the Declarant for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed for such lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual maintenance assessments or charges, including real estate tax charges for the Common Area, such assessments to be established and collected as hereinafter provided. The annual maintenance assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Rate of Assessment.

Maintenance assessments shall be at a uniform rate for all lots with the exception of Lot B in Building 2, Lot A in Building 2 and Lot C in Building 7 which shall be assessed a rate equal to the uniform rate times 1.065, 1.130, and 1.065 respectively.

Section 3. Due Dates for Annual Assessment.

The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors, and, unless the Board otherwise provides one-twelfth of the annual maintenance assessment shall be due on the first day of each month. The Association shall, upon demand, and for a reasonable charge, furnish a Certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 4. Effect of Nonpayment of Assessment and Remedies of the Association.

Any assessment not paid within 30 days after the date shall bear interest from the date due at the legal rate and any assessment not paid within 90 days of the date due shall become a lien against that lot and shall 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, costs and reasonable attorney's fees of any such action will be added to the amount of such assessment. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association the right and power to bring all actions against such owner personally for the collection of each charge, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such owner hereby expressly grants to the Association the power of sale in connection with such lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all owners. The Association, acting on behalf of the owners shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 5. Subordination of the Lien to Mortgages.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or deed given in lieu of foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon.

Section 6. Special Assessments.

Special assessments may be levied if approved by vote of 75% of the members.

ARTICLE VI

EXTERIOR MAINTENANCE

In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: Paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, dusk to dawn security lighting, trees, shrubs, grass, and other exterior improvements including snow plowing and repair of driveways and common walkways only. Such exterior maintenance shall not include glass surfaces or doors, screens, screen doors, patios, privacy fences or

plantings, nor shall it include the snow shoveling of individual sidewalks. In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests or invitees, the cost of such maintenance and repairs shall be added to and become a part of the assessment to which such lot is subject. The above obligation does not include any maintenance or repairs caused by fire or other casualty to the premises owned individually by members of the Association.

ARTICLE VII **PARTY WALLS**

Section 1. General Rules of Law to Apply.

Each wall which is built as part of the original construction of the dwelling units upon the properties and placed on the dividing line between the lots shall constitute a party wall for the purposes of this Declaration only, and to the extent not inconsistent with the provisions of this Article the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty any owner who has used the wall may restore it, and if the other owner thereafter makes use of the wall he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing.

Notwithstanding any other provision of this Article an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

Section 5. Right of Contribution Runs with the Land.

The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration.

In the event of any dispute arising concerning a party wall or under the provisions of this Article, except for disputes involving the Sponsor, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all of the arbitrators and be binding upon the party. Judgment upon the award of the arbitrators may be taken in any court of law with jurisdiction thereof.

ARTICLE VIII

USE OF PROPERTY

No lot shall be used except for residential or in-home office purposes of the resident, their families or tenants. To retain a non-transient residential community atmosphere, no commercial or business activities that result in the utilization of designated owner or visitor parking spaces by customers, clients, or employees shall be permitted on the properties and no lot shall be leased, rented or submitted for a period of less than thirty (30) days. No building shall be erected, altered, placed, or permitted to remain on any lot other than one attached single-family dwelling and a garage. No motor vehicle weighing more than ten thousand pounds {10,000 lbs.) may be stored or parked on any portion of the properties, except in an enclosed garage, except for those vehicles making deliveries or providing services to the living units in the development. No advertising signs except a sign advertising a home "for sale" shall be placed or permitted to remain on the properties. No animal of any kind shall be raised, bred, or kept in any dwelling or on any lot, except that a dog, cat or other domestic household pet may be kept, provided that it is not kept, bred or maintained for any commercial purpose and provided that no more than two pets are kept in any such dwelling or lot. No unleashed pet shall be permitted on the Common Areas. Garbage and rubbish shall not be dumped or allowed to remain on any lot except in accordance with the rules of the Association. Laundry poles and lines outside of dwellings are prohibited. No radio, television or similar towers or antennae shall be erected on any lot or attached to the exterior of any dwelling without the prior consent of the Association. There shall be no obstruction to the Common Areas nor shall anything be stored in the Common Areas without prior consent of the Association. There shall be no unusual or objectionable noise or odors allowed to emanate from the dwelling units.

These restrictions shall not apply to the business activities of Declarant or its successors during construction by Declarant or its successors upon any portion of the properties, or any additions thereto, so long as there are no undue delays. Except in any individual patio area adjacent to a dwelling unit and fenced at the time of purchase, no permanent planting or gardening shall be done, and such planting as is done within the patio areas shall be kept trimmed so as not to encroach on neighboring property. Annuals may be planted directly

next to the foundation of the home or patio, however, once planted the maintenance of these is the responsibility of the homeowner. No fences, hedges or walls shall be erected or maintained upon the properties except those erected at the time of the original construction of the buildings located thereon, or of a substantially similar nature. No alteration or addition to or re-painting of the exterior of any dwelling unit shall be made unless it shall conform in architecture, material and color to the dwelling as originally constructed by Declarant. No building, fence, wall or other structure or change in landscaping shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. In the event that said Board or its designated committee fails to approve or disapprove such design and location within 60 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX
INSURANCE AND CASUALTY DAMAGE

The Homeowners Association will obtain and maintain in force and effect a policy of fire and other casualty insurance, in an amount, and with such coverage, as are acceptable to the Association, and with coverage adequate to cover the full replacement cost of any repair or reconstruction work on the owner's property. An annual evaluation shall be made by the Board of Directors to determine the adequacy of the insurance. Each homeowner will be issued a certificate from the master policy which will indicate the amount of coverage on the owner's unit and will name the owner and the Association as the insured.

The provisions of any mortgage on Common Areas or lots notwithstanding, in the event of damage or destruction by fire or other casualty insured against to any real property of the owner, the Association shall receive the proceeds of such insurance, and make such proceeds available to the owner for repair or replacement of the owner's property. The owner shall, upon receipt of notification of the availability of insurance proceeds, repair or rebuild such damaged or destroyed portions of the exterior of the owner's property in a good workmanlike manner substantially the same as the original plans and specifications of said property. If the owner refuses or fails to repair or rebuild the exterior within 30 days, the Association may repair or rebuild such exterior paying for the same from the insurance proceeds and shall deliver to the owner any excess insurance proceeds.

The owner is required to reimburse the Association for the cost of such repairs or reconstruction, and the Association has a lien on the owner's unit to secure such reimbursement. The lien is enforceable in the same manner as the lien for annual assessments.

ARTICLE X

ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Additions to the Property by the Association.

Annexation of additional property shall require the assent of 75% of members at a meeting duly called for this purpose on the same notice, and in the same manner as is required for meetings and voting by the Bylaws such additions shall be made by filing in the Ontario County Clerk's Office a supplemental Declaration with respect to the additional properties, which shall extend the scheme of this Declaration to such properties. Such supplemental Declaration may contain additions and modifications to the covenants and restrictions contained in this Declaration which are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental Declaration revoke or modify the covenants established by this Declaration.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration and Amendment.

The covenants and restrictions of this Declaration, and the bylaws attached hereunto, shall run with and bind the land, and operation of the Association respectively, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective heirs, successors and assigns for a period of 10 years from the date this amendment is recorded, after which time the covenants and restrictions and attached bylaws shall be automatically extended for successive periods of ten years each, unless an Instrument signed by the then owners of seventy-five percent (75%) of the homes has been recorded, agreeing to change said covenants and restrictions, in whole or in part. This Declaration may be amended by an Instrument signed by not less than 75 percent of the owners. Any amendment must be recorded in Ontario County Clerk's Office to be effective.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.

Section 3. Enforcement.

The Association, or any owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

First Name	Last Name	Lot	Signature of Approval
Estate of Evelyn Rumsey	Kim Currie (daughter)	1A	
Martin	Rundt	1B	
Stephen	Morin	1C	
Mary Jo	Polimeni	1D	
Sean	Gustafson	1E	
Danielle	Ohlson	1F	
Drinda	Lofton	2A	
Carrie	Spelman	2B	
Marilyn	<i>DeRuyter-Landlord</i>	3A	
Roy & Linda	Lafond	3B	
Nancy	Burson	3C	
Jeanne	Ohlson	3D	
Bill	Youhass	3E	
Philip	Tiller	3F	
Dallas & Gidge	Smith	4A	
Kristina	Cahoon	4B	
Estate of Ken & Marlene	Hansen	4C	
Kathy	Semmler	4D	
Peter	Depaolis	4E	
Carla	Demeco	4F	
Kathryn	Smith-Hanford	5A	
Nathan	Brillian		
Cassandra	Schlenker	5B	
Kathleen	Gates	5C	
Brenda	Sidoran	5D	
Jamie	Seibold	5E	
Kurt	Ledgerwood	5F	
Terri	Fisher	6A	
Sadie	McKee	6B	
Judy	DiRaddo	6C	
Charlie	Cross	6D	
Roger	Egan	6E	
Robert	Gear III		
Jing	Qian	6F	
Rosemary	Smith	7A	
James	Lindner	7B	
Mike	Pilarski	7C	