

SIXTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS CHARGES AND LIENS  
ROSE PARK COTTAGES HOMEOWNERS ASSOCIATION, INC.

This amendment is made this 22 day of APRIL, 2023 pursuant to the approval of 80% or more of the Owners of Lots at Rosepark Cottages as required by Article XII, Section 1 of the Declaration. The original Declaration was recorded in the Office of the Clerk of Ontario County on August 8, 2000, in Liber 1040 of Deeds at Page 427. The Declaration and the Fourth Amendment to Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens recorded in the Ontario County Clerk's Office on September 28, 2010 in Book 1251 of Deeds, Page 99 is hereby further amended as follows:

**The Fourth Amendment to Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens Article XI Section 1(a)-shall be amended to read as follows:**

(a) Fire and Casualty. Coverage shall be for the agreed replacement cost of each Townhome under the "single entity" concept, i.e. covering the Townhomes as initially built and including, wall to wall carpeting, lighting fixtures, bathroom. fixtures, built-in appliances, wall coverings and all machinery servicing the Townhomes and common facilities, excluding the land, foundations, the personal property of Owners and occupants, and any improvements or alterations (including upgrading of appliances, kitchen cabinets, carpeting or lighting fixtures, floor coverings, 3 season rooms and wall coverings} made by present or prior Owners or occupants.

The policy shall have the following provisions, endorsements and coverages: (i) extended coverage, vandalism and malicious mischief, (ii) inflation guard, (iii) coverage for loss of Maintenance Assessment from Owners forced to vacate because of fire or other insured against casualty, (iv) waiver of the right of subrogation with respect to individual Owners, their family members, and the officers and directors of the Association, (v) a provision that the policy shall in no event be brought into "contribution" by individual Owners or mortgagees, (vi) a provision that the policy cannot be cancelled, invalidated or suspended because of the conduct of someone over whom the Board of Directors has no control, (vii) cross-liability giving the Owners the right to sue the Board of Directors and vice versa with the insuring company agreeing to defend the defendant, (viii) a provision that the policy may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insured, including all mortgagees of Lots reported to the insurance carrier or its agent, (ix) a provision requiring periodic review at least every two (2) years to assure the sufficiency of coverage, (x) a provision that adjustment of loss shall be made by the Board of Directors and (xi) a provision that the policy not require the insured to be a co-insurer in the event of loss or claim under the policy.

**The Fourth Amendment to Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens Article XI Section 2 paragraph 2-shall be amended to read as follows:**

David M Stowell

381 Walker Dr.

Canandaigua N.Y. 14424

In the event that insurance proceeds are, for any reason, including the deductible amount or insurance trustee's fees, insufficient to pay all of the costs of restoring or repairing the property to the condition as originally built, the Board of Directors shall levy a special assessment to make up the deficiency against the Owners of the damaged property, which special assessment shall be levied in proportion to the damage, as determined by the Board of Directors, to their insured property in relation to the total damage to all the insured property. If the Board of Directors cannot reasonably determine the allocation of damage among Units and Association Property, the insufficiency of funds can be deemed a common expense.

**The Fourth Amendment to Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens Article XI Section 3 paragraph 2-Fire and Casualty shall be amended to read as follows:**

Fire and Casualty. The Unit Owners are required and are responsible to insure the first Ten Thousand and 00/100 Dollars (\$10,000.00) in dwelling property and/or real property of their respective Townhome, including, but not limited to, wall to wall carpeting, lighting fixtures, bathroom fixtures, kitchen appliances, wall coverings (including paint) and all other machinery servicing the Units as originally built.

**The Fourth Amendment to Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens Article XI Section 3 shall be amended to read as follows:**

It is recommended that Unit Owners carry additional insurance to cover any improvements made by the Unit Owner or prior Unit Owners. The Association insurance coverage will only insure the Unit for the cost of what was originally built using the original developers builders grade materials.

Failure to purchase insurance does not negate the Unit Owner's responsibility to the first Ten Thousand and 00/100 Dollars (\$10,000.00) in dwelling and/or real property damage.

CERTIFICATION OF RECEIPT OF CONSENT OF OWNERS


The undersigned being all \_\_\_\_\_ all, \_\_\_\_\_ a majority of the Members of the Rosepark Cottages Homeowner's Association (the "Association") do hereby certify, pursuant to section 12.01 of the Rosepark Cottage Homeowner's Association, Inc. Declaration that:


1.) Consents to the above amendment have been received from the Owners of the Unit and have ben filed with the Board of Directors;

2.) The number of Unit Owners consenting thereto exceeds the minimum number required to amend pursuant to Section 12.01 of the Rosepark Cottages Homeowners Association, Inc.; and


3.) All Unit Owners have been given or have waited the proper notice as required by Section 12.01 of the Rosepark Cottages Homeowners Association, Inc., Declaration.

  
\_\_\_\_\_  
David Stowell

  
\_\_\_\_\_  
Michael D. Richardson

  
\_\_\_\_\_  
Martha Unrath

  
\_\_\_\_\_  
Jane Lehmann

  
\_\_\_\_\_  
Robert White

State of New York )  
County of Ontario ) ss:


on the 19 day of June 2023 before me, the undersigned, personally appeared David Stowell 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 th instrument, in individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**PATRICIA H. RICHARDSON**  
NOTARY PUBLIC, State of New York  
Reg. No. 01RI5016723  
Qualified in Monroe County  
My Commission Expires Aug. 23, 2025

State of New York )  
County of Ontario ) ss:


on the 19 day of June 2023 before me, the undersigned, personally appeared Michael D Richards 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 th instrument, in individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**PATRICIA H. RICHARDSON**  
NOTARY PUBLIC, State of New York  
Reg. No. 01RI5016723  
Qualified in Monroe County  
My Commission Expires Aug. 23, 2025

State of New York )  
County of Ontario ) ss:

on the 20 day of June 2023 before me, the undersigned, personally appeared Martha Vorath 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 th instrument, in individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**PATRICIA H. RICHARDSON**  
NOTARY PUBLIC, State of New York  
Reg. No. 01RI5016723  
Qualified in Monroe County  
My Commission Expires Aug. 23, 2025

State of New York )  
County of Ontario ) ss:

on the 20 day of June 2023 before me, the undersigned, personally appeared Jane Lehmann 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 th instrument, in individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**PATRICIA H. RICHARDSON**  
NOTARY PUBLIC, State of New York  
Reg. No. 01R15016723  
Qualified in Monroe County  
My Commission Expires Aug. 23, 2025

State of New York )  
County of Ontario ) ss:

on the 25 day of June 2023 before me, the undersigned, personally appeared Robert White 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 th instrument, in individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**PATRICIA H. RICHARDSON**  
NOTARY PUBLIC, State of New York  
Reg. No. 01R15016723  
Qualified in Monroe County  
My Commission Expires Aug. 23, 2025



# Ontario County Clerk Recording Page

### Return To

DAVID STOWELL  
381 WALKER DR  
CANANDAIGUA, NY 14424

### **Pamela Keefe, Acting County Clerk**

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

Document Type: **DECLARATION**

Receipt Number: 688225

#### **Grantor (Party 1)**

ROSE PARK COTTAGES HOMEOWNERS ASSN  
INC

#### **Grantee (Party 2)**

#### **Fees**

Recording Fee	\$20.00
Pages Fee	\$30.00
State Surcharge	\$20.00
Notation Fee	\$0.50
<b>Total Fees Paid:</b>	<b>\$70.50</b>

Control #: 202307120252

#### **Refers To**

D 01040 0427

State of New York  
County of Ontario

Recorded on July 12th, 2023 at 2:58:25 PM  
in Liber **01521** of **Deeds**  
beginning at page **0504**, ending at page **0509**,  
with a total page count of **6**.

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*