

MONROE COUNTY CLERK'S OFFICE
ROCHESTER, NY

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Receipt # 1484738
Index DEEDS
Book 11763 Page 58

No. Pages : 4
Instrument AMENDMENT TO DECLARATION

Date : 10/03/2016

Time : 04:19:28PM

CLOVER STREET DEVELOPMENT CORP

Control # 201610030851

TT # TT0000003954

Ref 1 #

Employee : DebbieM

COUNTY FEE TP584	\$	5.00
MISCELLANEOUS COUNTY FEE	\$	0.00
COUNTY FEE NUMBER PAGES	\$	15.00
RECORDING FEE	\$	45.00
STATE FEE TRANSFER TAX	\$	0.00

Total \$ 65.00

State of New York

MONROE COUNTY CLERK'S OFFICE

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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.

TRANSFER AMT
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ADAM J BELLO
MONROE COUNTY CLERK



Box 93
(PAL)

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, EASEMENTS AND LIENS
ROCKDALE MEADOWS HOMEOWNERS ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO DECLARATION, made the 15th day of Sept., 2016, by Clover Street Development Corp., hereinafter called "Declarant".

WHEREAS, Declarant recorded a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, EASEMENTS AND LIENS (the "Declaration") for the Rockdale Meadows Homeowners Association, Inc. in the Monroe County Clerk's Office on February 10, 2016 in Liber 11656 at page 147, which Declaration was previously amended by a First Amendment recorded on March 31, 2016 in Liber 11676 at page 397, (together, the "Amended Declaration").

WHEREAS, Declarant desires to add insurance provisions to the Amended Declaration;

NOW, THEREFORE, the Amended Declaration is amended as follows:

1. A new Article XII entitled INSURANCE is hereby added to read as follows:

**ARTICLE XII
INSURANCE AND RECONSTRUCTION**

Section 12.01. Insurance to be Carried. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably obtainable and to the extent determined by the Board of Directors to be appropriate or relevant: (i) liability insurance on the Common Area, (ii) directors' and officers' liability insurance, (iii) fidelity bond or surety bond, and (iv) such other insurance as the Board of Directors shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage. Coverages shall be as follows:

1. Fire and Casualty. Individual Lot Owners are responsible for the fire and casualty insurance for their Homes.
2. Liability. The liability insurance shall cover the Common Area, the directors and officers of the Association, the managing agent, if any, and all Owners of Homes, but not the liability of Home Owners arising from occurrences within such Owner's Home or on such Owner's Lot. The policy shall include the following endorsements: (i) comprehensive general liability, (ii) Personal injury, (iii) medical payments, (iv) cross liability and (v) contractual liability.

Until the first meeting of the Board of Directors elected by the Owners, this public liability insurance shall be in a combined single limit of \$1,000,000.00 covering all claims for bodily injury and property damage.

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OFFICE
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3. Directors' and Officers' Liability. The directors' and officers' liability insurance shall cover the "wrongful" acts of a director or officer of the Association. This coverage shall provide for funds to be available to defend suits against officers and directors of the Association and to pay any claims which may result. The policy shall be on a "claims made" basis so as to cover all prior officers and members of the Board of Directors. The policy shall not provide for "participation" by the Association or by the officers or directors of the Association.

Until the first meeting of the Board of Directors elected by the Owners, the directors' and officers' liability coverage shall be in the amount of \$1,000,000.00.

4. Fidelity Bond. The fidelity bond shall cover all directors, officers and employees of the Association and of the Association's managing agent, if any, who handle Association funds.

5. Other Insurance. The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage.

6. No Liability for Failure to Obtain Above Coverages. The Board of Directors shall not be liable for failure to obtain any of the coverages required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost.

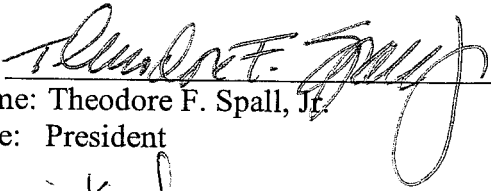
7. Deductible. The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense, provided, however, that the Board of Directors of the Association may assess any deductible amount necessitated by the gross negligence or malicious act of an Owner against such Owner. The Association may pay the deductible portion for which such Owner is responsible, and the amount so paid, together with interest and costs of collection, including attorney's fees, shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as assessments under Article VI of this Declaration.

2. In all other respects, the Amended Declaration is re-affirmed and in full force and effect.

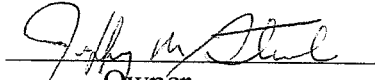
IN WITNESS WHEREOF, this Amendment has been executed by the Declarant and the first Lot Owner on the date indicated above.

Clover Street (Country Ridge)

Clover Street Development Corp.

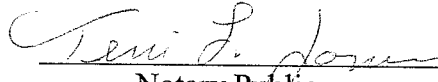
By: 
Name: Theodore F. Spall, Jr.
Title: President


Owner


Owner

**STATE OF NEW YORK)
COUNTY OF MONROE) SS:**

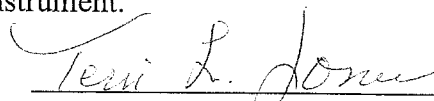
On the 15th day of September in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore F. Spall, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017

**STATE OF NEW YORK)
COUNTY OF MONROE) SS:**

On the 23rd day of September in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Julie K. Steele and Jeffrey M. Steele, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

TERRI L. JONES
Notary Public, State of New York
County of Ontario - #01JO5052797
Commission Expires
December 4, 2017