

Receipt # 2996914

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No. Pages: 13

Instrument: AMENDMENT TO DECLARATION

Control #: 202202231008

Ref #: TT0000013783

Date: 02/23/2022

Time: 1:22:01 PM

Return To:
Woods Oviatt Gilman LLP - Real Estate
1900 Bausch & Lomb Pl
Rochester, NY 14604

ROCKDALE MEADOWS HOMEOWNERS ASSOCIATION
INC,

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INC,

Recording Fee	\$26.00	
Pages Fee	\$60.00	
State Fee Cultural Education	\$14.25	
State Fee Records	\$4.75	Employee: ED
Management		
TP-584 Form Fee	\$5.00	
Total Fees Paid:	\$110.00	

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



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

This is the Third Amendment to the Declaration of Covenants, Conditions and Restrictions, Easements and Liens dated February 14, 2022 made by the Rockdale Meadows Homeowners Association, Inc. (hereinafter referred to as the "HOA"). The Declaration of Covenants, Conditions and Restrictions, Easements and Liens was filed in the Monroe County Clerk's Office on February 10, 2016 in Liber 11656 at page 147, which Declaration was further amended by a First Amendment recorded on March 31, 2016 in Liber 11676 at page 397, and a Second Amendment recorded on October 3, 2016 in Liber 11763, page 58 (together, the "Amended Declaration").

WHEREAS, the HOA desires to amend the maintenance guidelines of the Property and to make other clarifications to the Amended Declaration, as well as attaching a copy of the previously recorded Amended and Restated Bylaws as an Exhibit; and

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

1. Article VII is amended to delete the words "and ice removal" from the first paragraph. The rest of the Article shall remain as written.
2. Article VIII, Section C (2) shall be amended to include the following at the end of the paragraph: "This obligation of the Owner shall include any replacement of the mailbox located on the Lot with one of a similar style and color."
3. Article VIII, Section C (8) is stricken in its entirety and replaced with the following:

"(8) No signs shall be displayed on any Lot owned by an Owner without the consent of the Board of Directors. Notwithstanding the foregoing, Owners shall be permitted to display one "For Sale" sign on their Lot in connection with actively selling their home."
4. Schedule B, Section II titled "SNOW PLOWING" shall be amended to delete the words "and salted". The rest of Section II shall read as written.
5. The Amended and Restated Bylaws are also attached as "Schedule A" and are recorded herewith.
6. The HOA confirms herewith that Section 14 of the Footnotes to Projected Budget contained in the original CPS-7 application is modified to delete the reference to re-surfacing of driveways after twenty years. The original reference was for informational planning purposes only and not an obligation of the HOA. This is

evidenced by the amount of the reserve attributed to the driveways which only contemplated re-sealing and not re-surfacing.

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

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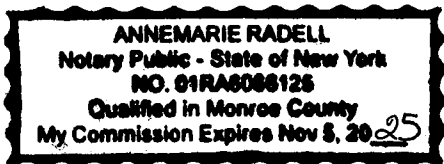
IN WITNESS WHEREOF, this Third Amendment has been executed by the Declarant on the date indicated above.

ROCKDALE MEADOWS HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Name: Gregory D Imperio
Title: President

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the 14th day of February in the year 2021^{2 am} before me, the undersigned, a Notary Public in and for said State, personally appeared Gregory Dimperio, 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.



[Signature]
Notary Public

The undersigned, as Secretary of the Rockdale Meadows Homeowners Association, Inc., hereby certifies that this Third Amendment was consented to by at least 66 2/3% of the Owners of the Lots.

[Signature]
Secretary

EXHIBIT A
(Amended and Restated By-Law)

AMENDED AND RESTATED BY-LAWS OF
ROCKDALE MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
IDENTITY

These Amended and Restated By-Laws provide the method by which Rockdale Meadows Homeowners Association, Inc. (herein the "Association"), a homeowners association in the Town of Pittsford, Monroe County, New York, organized under the Not-For-Profit Corporation Law, shall be governed.

The office of the Association shall be as designated by the Board of Directors, or at the address of the Declarant, Clover Street Development Corp., (herein the "Declarant"), 30 Grove Street, Pittsford, New York 14534.

The fiscal year of the Association shall be the calendar year.

ARTICLE II
DEFINITIONS

A. "Association" shall mean and refer to Rockdale Meadows Homeowners Association, Inc., its successors and assigns.

B. "Common Area" shall mean the real property maintained by the Association for the common benefit of the Owners.

C. "Declarant" shall mean and refer to Clover Street Development Corp., its successors and assigns.

D. "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Easements and Liens applicable to the Properties and recorded in the Monroe County Clerk's Office, which may be amended from time to time.

E. A "Fine" shall mean a sum of money determined and levied by the Board of Directors or their agent on an Owner for the violation of the Declaration, By-Laws, or Rules of the Association. A fine cannot exceed 10% of the total annual common assessment.

F. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, and shall refer to Lots 1-21 of the Coventry Ridge Subdivision, Section 2, in the Town of Pittsford.

G. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

H. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers.

I. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Restrictions, Easements and Liens and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III BOARD OF DIRECTORS

A. **Membership and Initial Selection.** The Association shall be governed by a Board of Directors consisting of three (3) persons elected by the Owners. These directors shall be members in good standing of the Association. However, the initial Board of Directors shall be designated by Declarant who is authorized to choose the directors until all Lots have been transferred or until five (5) years after the transfer of the first unit, whichever first occurs. The initial Board of Directors shall consist of three (3) persons appointed by Declarant. The directors designated by the Declarant need not be members of the Association.

B. **Term and Election.** At such time as the members become empowered to elect the Board of Directors they shall elect three (3) directors, the person receiving the greatest number of votes serving three (3) years, the person receiving the next highest number of votes serving two (2) years, and the person receiving the next highest number of votes serving one (1) year. Thereafter, at each annual meeting the members shall elect at least one (1) director to serve for three (3) years.

C. **Removal.** Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

D. **Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

E. **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining approval of all the directors. Any actions so approved shall be in writing and have the same effect as though taken at a meeting of the directors.

F. **Powers and Duties.** The Board of Directors shall exercise all the powers and duties permitted the governing body of the Association, including those existing

under the Not-For-Profit Corporation Law of New York State. Such powers and duties shall be exercised in accordance with the provisions of the Declaration of Covenants, Restrictions, Easements and Liens applicable to the property recorded in the Monroe County Clerk's Office (herein the "Declaration") which govern the use of the land, and shall include but shall not be limited to the following powers and duties:

1. To make and collect assessments, including special assessments, against members to defray the costs of the Association. To file a lien against any property for which assessments are not paid within thirty-one (31) days after due date, or to bring an action at law against the Owner personally obligated to pay the same.

2. To establish reserve funds for such lawful purposes as it, in its sole discretion, may determine necessary or desirable for the financial security of the Association, including capital reserve accounts.

3. To use the proceeds of assessments in the exercise of its powers and duties.

4. To issue or cause to be issued upon demand of a buyer or seller or their attorney or mortgagee, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

5. To assure the maintenance, repair, replacement and operation of all property to be maintained by the Association for the common benefit and enjoyment of the lot owners.

6. To adopt, publish, and distribute to members rules and regulations governing the use of the Common Area, and the personal conduct of members and their guests, and to establish penalties or fines for the infraction thereof. The initial rules are contained in the Declaration.

7. To enforce by legal means the provisions of the Declaration, By-Laws, and Regulations for the use of the Properties, including the filing of liens for unpaid assessments and/or to bring legal actions against owners for the payment of same.

8. The Board may procure insurance on all directors, officers or employees having fiscal responsibility as it may deem appropriate.

9. To authorize the officers to enter into management agreements with third parties in order to facilitate the efficient operation of the facilities and services of the Association. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the Common Area, and all improvements included therein, and the receipt and disbursement of such funds as may be authorized by the Board of Directors. The term of these management

agreements shall be as determined by the Board to be in the best interests of the Association.

10. To employ personnel for reasonable compensation to perform, or to retain and/or contract for, the services required for proper administration of the purposes of the Association.

11. To pay the cost of all maintenance and repair of the Common Area and other services rendered to the Association and not billed to members' individual lots.

13. To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

14. To enter into agreements with other homeowner associations for the use of or sharing of facilities. Such agreements shall require the consent of two-thirds of the votes of all Members voting upon written ballot which shall be sent to the Members no fewer than thirty (30) days before the vote.

15. To exercise for the Association all powers not reserved to the Members by other provisions of the Declaration, the Certificate of Incorporation or these By-Laws.

G. Method of Calling Meetings.

1. The first meeting of the Board of Directors shall take place within six (6) months after the closing of the first Lot and thereafter regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board. Notice of regular meetings shall be given to each director personally or by mail, telephone or email at least three (3) days prior to the day named for the meeting unless such notice is waived. The first regular meeting held in each calendar year shall be the annual meeting of the Board.

2. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of two directors. No less than three (3) days' notice of the meeting shall be given personally, or by mail, telephone, or email, which notice shall state the time, place, and purpose of the meeting.

3. Any director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. Quorum. A quorum at the Board of Directors meeting shall consist of directors present in person or by conference call in which all Directors can hear one another, holding at least a simple majority of the eligible votes. The acts of the Board

approved by a majority of the Directors present in person or by proxy at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration. If at any meeting of the Board of Directors there be fewer than a quorum present, the Directors present shall adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

I. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. They shall be elected at the annual meeting by the Board of Directors from among the members of the Board and shall hold office for a term of one (1) year or until the next annual meeting. Officers may be removed and replaced by vote of the Directors at any meeting. Any person may hold two (2) offices except that the President shall not be the Secretary. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

1. The President shall be the chief executive officer of the Association and shall preside over the meetings of the Board of Directors and of the members. He shall have all the powers and duties which are usually vested in the office of the president, including but not limited to the power to appoint committees from among the directors, members and residents of the subdivision from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

2. The Vice President shall have all the powers of the President in the event of the President's absence or disability.

3. The Secretary shall keep the minutes of all proceedings of the Board of Directors and of members. He shall attend to the giving and serving of all notices to the directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary, and as may be required by the directors or the President. The Secretary shall keep a current record containing the names, alphabetically arranged, of all persons who are members of the Association, showing their place of residence. Such record shall be open for inspection as prescribed by law.

4. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members including an account for each Lot in the subdivision; he shall keep the books of accounts of the Association in accordance with good accounting practices. The Treasurer shall receive and deposit, in appropriate bank accounts as shall be designated as depository by the Board of Directors all monies of the Association; disburse funds of the Association as directed by action of the Board of Directors; sign with the President all checks and promissory notes of the Association; cause an annual audit of the accounts of the Association to be made by an accountant,

selected by the Board of Directors, at the completion of each fiscal year; and prepare an annual budget and statement of income and expense at the inception of each fiscal year. Upon adoption of said budget and financial statement by the Board of Directors, the Treasurer shall deliver a copy of same to each member of the Association. The fiscal year shall be the calendar year.

5. Compensation. The officers shall not receive any salary for their services. However, an officer may be reimbursed for actual expenses incurred in the performance of his duties.

6. Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for officers and employees of the Association (other than Declarant and its designees) and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors. The premium on such bonds shall be a common expense and be paid by the Board of Directors.

7. Vacancies. A vacancy in any office may be filled by appointment by the remaining members of the Board of Directors. The officer so appointed to such vacancy shall serve for the remainder of the term of the office to which they are appointed.

J. Nomination. Nomination for election to the Board of Directors shall be made from the floor of the annual meeting of the members. Election shall be by secret written ballot. Cumulative voting shall not be permitted.

ARTICLE IV ANNUAL MEETINGS OF THE HOMEOWNERS' ASSOCIATION AND POWERS OF MEMBERS

A. Meetings. Meetings of the members shall be held annually after the expiration of the control period of Declarant and when called by the Board of Directors, or by the President, upon the request of any three (3) members. Board members shall be elected at the Annual Meeting. Special assessments above \$1,000 per lot shall have the assent of two-thirds (2/3) of the votes of the Members. All meetings shall be held at the principal office of the Association or at such other place in the Town of Pittsford, or any immediately adjacent town, as may be fixed by the President. The meeting notice shall state the time, date, place and purpose of the meeting.

B. Notice of Meeting. The Secretary shall give not less than ten (10) days' notice of any meeting of members personally, or by mail, or email (with proof of delivery), which notice shall state the time, date, place, and purpose of the meeting. Any member may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

C. Quorum. A quorum at members meetings shall consist of a simple majority of the eligible members present by proxy or in person. The acts of the members

must be approved by vote of a simple majority of the eligible members except as specifically otherwise provided in these By-Laws, the Declaration, or the Not-For-Profit Corporation Law.

D. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and be filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE V LIABILITY OF BOARD OF DIRECTORS

In order to limit the liability of the Owners, any contract, agreement, or commitment made by the Board of Directors shall state that it is made by the Board of Directors as agent for the Owners as a group only and that no member of the Board of Directors nor individual Owner shall be liable for such contract, agreement, or commitment. The Board of Directors shall have no liability to the Owners in the management of the Association except for willful misconduct or bad faith and the Owners shall severally indemnify all members of the Board of Directors in accordance with their duties as such members except for acts of willful misconduct or acts made in bad faith.

ARTICLE VI AMENDMENTS

A. These By-Laws may be amended at a regular or special meeting of the members by a vote of two-thirds (2/3) of the members at a meeting at which a quorum is present in person or by proxy.

B. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

C. While at least one Lot is owned by Declarant, Declarant may amend these By-Laws without member consent to correct errors or omissions herein, so long as no Lot Owner is adversely affected by such change without his or her consent.

ARTICLE VII MORTGAGES

Section 1. Notice to Board Managers. An Owner who mortgages his home shall notify the Association of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Association, and the Association shall maintain such information in a book entitled "Mortgages of Homes."

Section 2. Notice of Unpaid Common Assessments. The Association, whenever so requested in writing by a mortgagee of a home, shall promptly report any then unpaid common assessments due from, or any default by, the Owner of the mortgaged home.

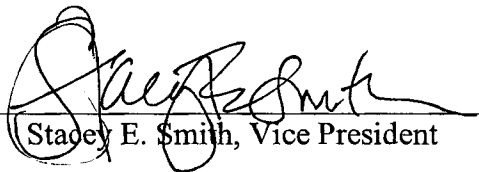
Section 3. Notice of Default. The Association, when giving notice to an Owner of a default in paying common assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such home whose name and address has theretofore been furnished to the Association.

Section 4. Examination of Books. Each Owner and each Mortgagee of a home shall be permitted to examine the books of account of the Association at reasonable times on business days during business hours.

Section 5. Other Notices to Mortgagees. The Association shall give first mortgagees of homes (a) notice of casualty loss or proposed condemnation affecting a material portion of the Property or the home mortgaged; (b) notice of lapse or material modification of blanket insurance, if any; and (c) notice of any amendment materially adverse to first mortgagees and therefore requiring 51% mortgagee approval. If no response is received from a mortgagee within 60 days of certified mail notice of the amendment, it will be deemed approved.

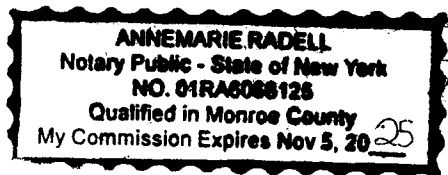
This is a true copy of the Amended and Restated By-Laws of Rockdale Meadows Homeowners Association, Inc. as of this 23 day of November, 2021.

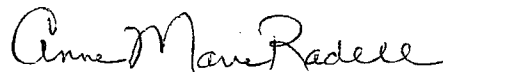
ROCKDALE MEADOWS HOMEOWNERS ASSOCIATION,
INC.

By: 
Stacey E. Smith, Vice President

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

On the 23 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Stacey E. Smith, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




Notary Public