



MONROE COUNTY – STATE OF NEW YORK
JAMIE ROMEO, COUNTY CLERK
39 W. MAIN ST, ROOM 101
ROCHESTER, NEW YORK 14614

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



BOOK/PAGE: 13223 / 239
INSTRUMENT #: 202603455486

Receipt#: 4565798
Clerk: ED
Rec Date: 08/19/2026 10:47:26 AM
Doc Grp: D
Descrip: AMENDMENT TO DECLARATION
Num Pgs: 9
Rec'd Frm: WOODS OVIATT GILMAN LLP - REAL
ESTATE

Party1: WEBSTER KNOLLS HOMEOWNERS'
ASSOCIATION
Party2: WEBSTER KNOLLS HOMEOWNERS'
ASSOCIATION
Town: WEBSTER - TOV - 265489

Recording:

Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 90.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 90.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 1035
Transfer Tax
Consideration: 0.00

Total: 0.00

Record and Return To:

ELECTRONICALLY RECORDED BY CSC

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

JAMIE ROMEO

MONROE COUNTY CLERK

**AMENDMENT NO. 2 TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF
WEBSTER KNOLLS HOMEOWNERS' ASSOCIATION, INC.**

The Declaration of Covenants, Conditions, and Restrictions of the Webster Knolls Homeowners' Association, Inc. was originally filed in the Monroe County Clerk's Office on October 16, 1986 in Liber 6996 of Deeds at page 1; and was further amended by an Amendment to Declaration of Covenants, Conditions, and Restrictions of Webster Knolls Homeowners' Association, Inc. dated April 2, 1987, as filed in the Monroe County Clerk's Office on April 15, 1987 at Liber 7098 of Deeds at page 270; and was further modified by a Supplemental Declaration of Covenants, Conditions, and Restrictions of Webster Knolls Homeowners' Association, Inc. dated April 24, 1992, and filed in the Monroe County Clerk's Office on September 3, 1992 in Liber 8248 of Deeds at page 322 (collectively referred to hereafter as "the Declaration").

The Declaration of the Webster Knolls Homeowners' Association, Inc. is hereby amended to add a section "p" to Article XII, Section 1 as follows:

"p. Leasing of Property: All present Unit Owners, who are titled owners to a unit prior to the recording date of this Amendment No. 2 to Declaration, are permitted to lease their unit during the period of their ownership, so long as they are in compliance with the provisions of this section, and with the laws of the Town of Webster. Section 350-82 (B) of the Town Code states: "No such dwelling unit shall be rented leased or otherwise given over to a person other than an owner thereof for rent or other consideration for a period of less than 28 continuous days. Transient rentals are specifically prohibited."

However, commencing with the recording date of this document, when a present Unit Owner sells their unit, any future right to lease the unit shall immediately cease and the home must be occupied by and in possession at all times by the new Owner. The term "leasing" shall also include short-term arrangements such as "Air BnB", "VRBO", "HOMEAWAY", and similar short term rentals for vacation, special events or similar purposes, which are also prohibited by the Town Code. Occupancy of a unit by the Owner and/or by immediate relatives of the Owner (e.g., parents, grandparents, siblings, adult children) shall be considered occupancy by the Owner. Where a unit is conveyed to a trust, the testator(s) and/or beneficiary(ies) of such trust shall be deemed the Owner for purposes of this section. In the case of a life estate, the life tenant shall be deemed the Owner for purposes of this section. Leases made in violation of these provisions shall be voidable by the Association. If the Board elects to void a lease, the Owner shall be deemed to have appointed the Association as agent to evict the tenant in a summary proceeding brought in the Owner's name. The Owner shall be liable for all costs and expenses of such proceeding, including incurred attorney's fees, incurred by the Association.

No Property may be sub-leased by the tenant. All tenants and their guests and pets, if any, must comply with the Declaration, By-laws, and rules of the Association. If the tenant violates any of these documents, the Owner of the unit will be fined. Failure to pay these fines will be treated like a failure to pay assessments, with the same remedies available to the Association.

Existing leases that have been grandfathered in must comply with the requirements of the Town of Webster. No more than three (3) unrelated people may live in a dwelling at any time. These rules limit the number of permitted occupants.

Failure to comply with this Section shall result in a fine of \$100.00 per day for each day the violation continues after written notice and demand is given by the Association to the Owner, which penalty shall be a special assessment and a lien on the unit pursuant to the Declaration of the Association.”

Except as otherwise amended herein, the Declaration of Webster Knolls Homeowners’ Association, Inc. is hereby affirmed and is in full force and effect.

WEBSTER KNOLLS HOMEOWNERS’ ASSOCIATION, INC.

By: Thomas Della Porta
Thomas DellaPorta, President

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

On the 14 day of August in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas DellaPorta 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.

Michelle E. Schell
Notary Public

MICHELLE E. SCHELL
Notary Public - State of New York
No. 01SC6377632
Qualified in Monroe County
Commission Expires 07/09/2030

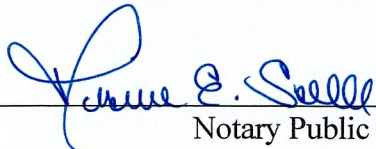
{additional signatures attached as follows}

The undersigned, Secretary of Webster Knolls Homeowners' Association, Inc., hereby certifies that the above Amendment No. 2 to the Declaration was provided to the owners of each Lot at least thirty (30) days prior to the date set for voting and was approved in writing by at least two-thirds (2/3) of all Lots subject to the Declaration on July 18, 2026. Signature pages are on file with the Association.


Douglas Deeley, Secretary

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

On the 11 day of August in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas Deeley 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

MICHELLE E. SCHELL
Notary Public - State of New York
No. 01SC6377632
Qualified in Monroe County
Commission Expires 07/09/2030

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Webster, County of Monroe, and State of New York, being part of Town Lot 47, Township 13, Range 4, and more particularly described as follows:

Commencing at a point formed by the intersection of the east line of South Estate Drive and the north line of the premises now or formerly owned by Sibley Corp. entitled Summit Knolls Recreation Center as shown on a resubdivision map thereof filed in the Monroe County Clerk's Office in Liber 230 of Maps, at page 21; thence (1) north $84^{\circ} 46' 24''$ east, and along the north line of Summit Knolls Recreation Center shown on the aforesaid resubdivision map, a distance of 434.28 feet to a point; thence (2) continuing along the same course a distance of 29.30 feet to a point; thence (3) north $00^{\circ} 29' 21''$ west, a distance of 331.17 feet to a point; thence (4) south $89^{\circ} 30' 39''$ west, a distance of 29.85 feet to a point; thence (5) north $00^{\circ} 29' 21''$ west, a distance of 199.0 feet to a point; thence (6) north $89^{\circ} 30' 39''$ east, a distance of 259.50 feet to a point; thence (7) north $00^{\circ} 29' 21''$ west a distance of 127.96 feet to a point in the south line of Deerhurst Lane; thence (8) northwesterly on the south line of Deerhurst Lane, along a curve to the left having a radius of 270.0 feet, a distance of 46.77 feet to a point of curvature in the south line of Deerhurst Lane; thence (9) south $89^{\circ} 30' 39''$ west and along the south line of Deerhurst Lane a distance of 550.96 feet to a point of curvature; thence (10) southwesterly along a curve to the left, having a radius of 30.0 feet a, distance of 47.12 feet to a point of curvature in the east line of South Estate Drive; thence (11) south $00^{\circ} 29' 21''$ east and along the east line of South Estate Drive a distance of 106.67 feet to a point of curvature; thence (12) southerly along the east line of South Estate Drive on a curve to the right, having a radius of 180 feet, a distance of 62.87 feet; thence (13) south $19^{\circ} 31' 24''$ west and along the east line of South Estate Drive, a distance of 134.31 feet to a point of curvature; thence (14) southerly along the east line of South Estate Drive on a curve to the left, having a radius of 120 feet, a distance of 41.89 feet to a point; thence (15) south $00^{\circ} 28' 36''$ east along the east line of South Estate Drive a distance of 334.94 feet to the point and place of beginning.

Being a part of the premises conveyed to Jay Builders, Inc. by deed of Sibley Real Estate Services Inc. dated December 30, 1985, and recorded in said Clerk's Office on the same day in Liber 6835 of Deeds, at page 275.

Intending herewith to describe Summit Knolls Subdivision,
Phase V, as shown on a map thereof made by Sear-Brown
Associates, P. C., filed in the Monroe County Clerk's Office in
Liber 239 of Maps, at page 38.

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SCHEDULE B

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Webster, County of Monroe, and State of New York, being part of Town Lot 47, Township 13, Range 4, and more particularly described as follows:

Commencing at a point which is the northeast corner of premises known as the Summit Knolls Recreation Center as shown on a resubdivision map thereof filed in the Monroe County Clerk's Office in Liber 230 of Maps, at page 21; thence (1) north 84° 46' 24" east, a distance of 29.30 feet to a point; thence (2) north 00° 29' 21" east, a distance of 331.17 feet to a point; thence (3) south 89° 30' 39" west, a distance of 29.85 feet to a point; thence (4) north 00° 29' 21" west, a distance of 199.00 feet to a point; thence (5) north 89° 30' 34" east, a distance of 259.5 feet to a point; thence (6) north 00° 29' 21" west, a distance of 127.96 feet to a point in the south line of Deerhurst Lane; thence (7) southeasterly along the south line of Deerhurst Lane, a distance of approximately 75.01 feet to a point of curvature; thence (8) continuing along the south line of Deerhurst Lane, southeasterly on a curve to the left having a radius of 270 feet, a distance of 148.84 feet to a point; thence (9) north 89° 30' 39" east, and along the south line of Deerhurst Lane, a distance of 605.68 feet to a point; thence (10) north 00° 11' 39" west, a distance of 60 feet to a point; thence (11) north 89° 30' 39" east, a distance of 409.36 feet, more or less, to the northeast corner of the premises conveyed to Jay Builders, Inc. by deed recorded in said Clerk's Office in Liber 6935 of Deeds, at page 275; thence (12) south 00° 28' 18" west, a distance of 1,958.06 feet to a point; thence (13) south 89° 31' 16" west (and along the boundary line between the Town of Webster and the Town of Penfield) a distance of 781.52 feet to a point; thence (14) north 00° 28' 36" west (and along the east line of Summit Knolls Subdivision, Phase IV, as shown on a map thereof filed in said Clerk's Office in Liber 213 of Maps, at page 31) a distance of 141.93 feet to a point; thence (15) north 89° 31' 24" east and along a south line of Summit Knolls Subdivision, Phase IV, a distance of 49.98 feet to a point; thence (16) north 00° 28' 36" west and along an east line of Summit Knolls Subdivision, Phase IV, a distance of 160.0 feet to a point; thence (17) north 89° 31' 24" east, and along a south line of Summit Knolls Subdivision, Phase IV, a distance of 55.0 feet to a point; thence (18) north 00° 28' 31" east and along an east line of Summit Knolls Subdivision, Phase IV, a distance of 220.0 feet to a point; thence (19) south 89° 31' 24" west, a distance of 197.0 feet to a point; thence north 00° 28' 36" west, a distance of 60.0 feet to a point; thence (20) south

89° 31' 24" west, a distance of 242.0 feet to a point; thence (21) south 00° 28' 36" east, a distance of 60.0 feet to a point; thence (22) south 89° 31' 24" west, a distance of 291.0 feet to a point; thence (23) north 00° 28' 36" west, a distance of 278.66 feet to a point; thence (24) south 89° 31' 24" west, a distance of 92.02 feet to a point; thence (25) north 71° 29' 06" west, a distance of 73.73 feet to a point which is the southeast corner of Summit Knolls Recreation Center as shown on the aforesaid resubdivision map; thence (26) north 19° 53' 45" east, a distance of 240.79 feet to a point; thence (27) north 11° 36' 20" west, a distance of 247.14 feet to the point and place of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Webster, County of Monroe, and State of New York, being part of Town Lot 47, Township 13, Range 4, and more particularly described as follows:

Commencing at a point formed by the intersection of the southwest corner of Summit Knolls Subdivision, Phase I, as shown on a map thereof filed in said Clerk's Office in Liber 187 of Maps, at page 3, with the east line of Shoecraft Road; thence (1) north 89° 31' 24" east, a distance of 250.0 feet to a point; thence (2) south 00° 28' 36" east, a distance of 158.0 feet to a point; thence (3) north 89° 31' 24" east, a distance of 204.0 feet to a point; thence (4) south 00° 28' 36" east, a distance of 82.0 feet to a point; thence (5) south 89° 31' 24" west, a distance of 62.0 feet to a point; thence (6) south 00° 28' 36" east, a distance of 167.98 feet to a point; thence (7) south 89° 31' 16" west a distance of 392.0 feet to a point in the east line of Shoecraft Road; thence (8) north 00° 28' 36" west and along the east line of Shoecraft Road a distance of 165.0 feet to a point; thence (9) north 89° 31' 24" east a distance of 200.0 feet to a point; thence (10) north 00° 28' 36" west, a distance of 150.0 feet to a point; thence (11) south 89° 31' 24" west, a distance of 200.0 feet to a point in the east line of Shoecraft Road; thence (12) north 00° 28' 36" west and along the east line of Shoecraft Road a distance of 93.0 feet to the point and place of beginning.

Being a part of the premises conveyed to Jay Builders, Inc. by deed of Sibley Real Estate Services Inc. dated December 30, 1985, and recorded in said Clerk's Office on the same day in Liber 6835 of Deeds, at page 275.

Subject to the rights of the public in and to Deerhurst Lane.

There will be excepted from the foregoing premises a parcel of land containing approximately 8 acres in the northeast corner and a parcel of land along the east boundary of the aforesaid premises containing approximately 7.4 acres.

**STATE OF NEW YORK
MONROE COUNTY, SS.**

RECORDED ON 10/16/86
TIME 12:17:00
BOOK 6996 PAGE 1
REEL FR
OF

DEED
AND EXAMINED
PATRICIA L. MCCARTHY
MONROE COUNTY CLERK

Property Address:

Nadine Drive, Webster, NY 14580, Tax ID: 079.19-4-86
Neros Run, Webster, NY 14580, Tax ID: 094.08-1-57
Kenington Blvd., Webster, NY 14580, Tax ID: 094.08-1-98
Cassandra Ct., Webster, NY 14580, Tax ID: 079.19-4-49
South Estate Drive, Webster, NY 14580, Tax ID: 079.19-3-99
Shoecraft Road, Webster, NY 14580, Tax ID: 094.07-1-54
Lenora Lane, Webster, NY 14580, Tax ID: 094.07-3-61