



June 21, 2024

RE: First Amendment to the Declaration

Dear Corn Hill Commons Homeowner:

We are pleased to inform you that the Declaration of Corn Hill Commons Homeowner Association has been amended. Article X, General Covenants And Restrictions, has been amended to add Section 10.19, Leasing Of Property. This new section, as of the recording date, restricts new owners from leasing their units and places certain restriction on existing leases. A copy of the complete amendment is included for your records. Please keep a copy of this amendment with your important papers. Should you decide to sell your unit, a copy of this amendment will need to be given to the new owner.

The passing of this amendment represents a major milestone in preserving the future value of our investment and in ensuring the viability of our community into the future. The Board wishes to thank each and everyone of you who invested their time and energy to the successful passage of this amendment. It was good to see that this amendment meant as much to so many of you as it did to us. Thank you for your support and thank you for being there when we needed you!

Also enclosed are the meeting minutes from our June 10th Board Meeting. Please let us know if you have any questions.

Respectfully,

Corn Hill Commons
Board of Managers

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

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

Receipt # 3908445

Book Page D 12969 0069

No. Pages: 16

Instrument: AMENDMENT TO DECLARATION

Control #: 202406180282

Ref #: TT0000017266

Date: 06/18/2024

Time: 9:47:30 AM

CORNHILL COMMONS HOMEOWNERS ASSOCIATION
INC,

CORNHILL COMMONS HOMEOWNERS ASSOCIATION
INC,

Recording Fee	\$26.00	
Pages Fee	\$75.00	
State Fee Cultural Education	\$14.25	
State Fee Records Management	\$4.75	Employee: ED
TP-584 Form Fee	\$5.00	
Total Fees Paid:	\$125.00	

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERK'S
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



**FIRST AMENDMENT TO DECLARATION
OF CORNHILL COMMONS HOMEOWNERS ASSOCIATION, INC.**

This is the First Amendment to Declaration of the Cornhill Commons Homeowners Association, Inc. which was originally filed in the Monroe County Clerk's Office on August 13, 1982 in Liber 8187 of Deeds at page 193.

The Declaration of the Cornhill Commons Homeowners Association, Inc. (the "Declaration") is hereby amended to add a section 10.19 as follows:

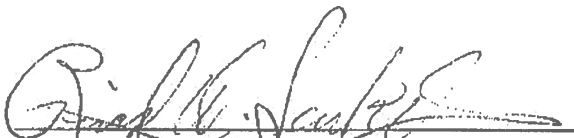
10.19 Leasing of Property. All present Unit Owners, who are titled owners to a Lot prior to the recording date of this First Amendment to Declaration, are permitted to lease their Lot during the period of their ownership, so long as they are in compliance with the provisions of this section. **However, commencing with the recording date of this document, when a present Unit Owner sells their Lot, any future right to lease the Lot shall immediately cease and the home must be occupied by and in possession at all times by the new Owner.** For purposes of this section, "leasing" shall also include short-term arrangements such as "Air BnB", "VRBO, HOMEAWAY" and similar short term rentals for vacation or special event or similar purposes. For two-unit detached homes, at least one side must be owner-occupied if the Unit Owner complies with the requirements above. Occupancy of a Lot by the Owner and/or by immediate relatives of the Owner (parents, grandparents, siblings, children) shall be considered occupancy by the Owner. Leases made in violation of these provisions shall be voidable by the Association. If the Board elects to void a lease, the landlord shall be deemed to have appointed the Association as its agent to evict the tenant in a summary proceeding brought in the landlord's name. The landlord shall be liable for all costs and expenses of such proceeding, including incurred attorney's fees.

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 Lot 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 must comply with the density requirements of the City of Rochester. These rules limit the number of permitted occupants. No more than four (4) unrelated people may live in a dwelling at any time.

All existing leases shall provide that if an Owner does not pay their assessments within thirty (30) days of their due dates, the Owner assigns the rent payments to the Association. The Association shall give the Owner and tenant written notice that the rent payments shall be payable to the Association until the Owner is current in payments due to the Association. No tenant may be evicted for paying the rental due to the Association instead of the Owner.

The undersigned, Secretary of Cornhill Commons Homeowners Association, Inc., hereby certifies that the above First Amendment to the Declaration was approved by two-thirds (2/3) of all Lots subject to the Declaration. Signature pages are on file with the Association.


Richard Sarkis, Secretary

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

On the 12th day of June in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Sarkis 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

SAMANTHA SMITH
Notary Public - State of New York
No. 018M6418399
Qualified in Monroe County
My Commission Expires 06/07/2025

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

CORNHILL COMMONS HOMEOWNERS ASSOCIATION, INC.

By: *Daniel Bresnan*
Daniel Bresnan, President

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

On the 13th day of June in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Bresnan 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.

Amy Ryan
AMY-RYAN Notary Public
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RY6209514
Qualified in Monroe County
My Commission Expires: 7/27/25