

AMENDMENT TO THE DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS (THE CANALSIDE TOWNHOUSES
DECLARATION)

RECORDED
Time: 11:07am

JAN 22 2025

Monroe County Clerk's Office

This Amendment to the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of The Canalside Homeowners Association, Inc. (this "Amendment") is made this 4th day of December, 2024, and shall become effective on the day in which it is recorded in the office of the Monroe County Clerk.

WITNESSETH:

WHEREAS, the original Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of The Canalside Homeowners Association, Inc., was recorded in the Monroe County Clerk's Office in Liber 7987 of Deeds, Page 95 on August 29, 1990 (the "Original Declaration"), and was amended by a certain Amended Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens, made the 11th day of November, 1994, which was recorded in the Monroe County Clerk's Office in Liber 8554 of Deeds, Page 216, on December 2, 1994 (the "Amended Declaration", and together with the Original Declaration, hereinafter referred to as the "Declaration");

WHEREAS, the Board of Directors of the Canalside Homeowners Association, Inc. certify that the applicable provisions of the Declaration for the amendment of the Declaration have been followed; and

WHEREAS, Owners of two thirds (2/3rds) or more of the total number of Lots have approved this Amendment as required by Section 11.07 of the Declaration;

NOW THEREFORE, Article X and Article XI of the Declaration are hereby amended as set forth below:

1. Article X, Section 10.13 of the Declaration, entitled "Commercial and Professional Activity on the Property" is hereby deleted in its entirety and restated to read as follows:

Section 10.13. Commercial and Professional Activity on Property.

- a. Except as permitted in subsection b. of this Section 10.13 below, no wholesale or retail business, service occupation or home business shall be conducted in or on any Lot or other portion of the Property. In addition, none of the following activities or operations shall be permitted on a Lot within the Property: apartment houses, boarding houses, bed & breakfasts, Airbnb rentals, vacation rentals by owner (VRBO) or any similar companies advertising and/or offering short-term rentals or home exchanges, or any other weekend, special event or other short-term rentals or home exchanges, however arranged.

- b. Notwithstanding the foregoing subsection a., an Owner or family member of an Owner may use a Unit or Lot for personal business or professional pursuits provided that: (1) the uses are incidental to the primary use of the dwelling as a single family residence; (2) the uses conform to applicable laws and ordinances; (3) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase traffic within the neighborhood or the number of vehicles parked on the Property; (4) the uses do not interfere with residents' use and enjoyment of neighboring Lots or Association Property; and (5) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of any other residents of the Property.

2. Article X, Section 10.20 of the Declaration, entitled "Leasing of Units" is hereby added to the Declaration to read as follows:

Section 10.20. Leasing of Units. An Owner or an immediate family member of the Owner must reside in the Owner's Unit for at least twelve (12) consecutive months after purchasing an ownership interest in the Unit before the Owner may rent or lease the Unit. A Unit shall only be rented or leased for single family residential purposes, and any such rental or lease agreement shall be in writing. The term of such rental or lease agreement must be for a period of no less than twelve (12) months. Subleasing is prohibited. All rental or lease agreements shall be for the entire Unit; one or more individual rooms within the Unit shall not be rented or leased separately.

Owners shall ensure that any such lease or rental agreement shall expressly state that the lease or rental agreement is subject to all applicable rules and regulations of the Association, including this Declaration and any Board-approved requirements (the "Applicable Requirements"). Such lease or rental agreement shall further provide that any failure by the tenant to comply with the Applicable Requirements shall constitute a breach of the rental or lease agreement. When the Association notifies an Owner of his/her tenant's violation, the Owner shall promptly obtain his/her tenant's compliance or exercise his/her rights as a landlord for tenant's breach of the lease or rental agreement. The Owner of a leased Lot shall be liable to the Association for any expenses, costs and attorney's fees incurred by the Association in connection with enforcement of the Applicable Requirements against a tenant. The Association shall not be liable to an Owner for any damages, including lost rents, suffered by an Owner in relation to the Association's enforcement of the Applicable Requirements against the Owner's tenant.

Thirty (30) days prior to the commencement date of any lease or rental agreement, the Owner shall provide to the Association a written notice of the contact information of each person who will reside at the Unit under the lease, including the name, mailing address, phone number, and email address of each resident. In the case of any lease or rental agreement which is in effect on the date that this Amendment becomes effective, the Owner shall provide the foregoing information to the Association within thirty (30) days after the Amendment takes effect.

3. Article XI, Section 11.02 of the Declaration, entitled "Enforceability" is hereby amended to add the following paragraph at the end of such Section 11.02:

Fines and Penalties. In addition or as an alternative to an action at law or suit in equity, the Board of Directors shall have the right to adopt, amend, repeal and enforce reasonable rules and fees regarding compliance with the Declaration, By-Laws and other Board-approved requirements, and such Board may levy monetary fines and penalties against a Lot Owner for violations of the Declaration, By-Laws or other Board-approved requirements. Monetary fines or penalties imposed by the Board of Directors against a Lot Owner shall be deemed a Special Assessment against the Lot of such Owner without any further action or consent, and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Lot Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration.

[Remainder of page left intentionally blank; signature page follows]

CERTIFICATION OF RECEIPT OF CONSENT OF OWNERS

The undersigned, being all of the Members of the Board of Directors of the Canalside Homeowners Association, Inc., (the "Association") do hereby certify that:

1. Written notice of the above proposed Amendment was provided to the Owners of each Lot more than 30 days prior to the date set for voting thereon;
2. Written consents to the above Amendment have been received from the Owners of the Lots and have been filed with the Board of Directors; and
3. The number of Lot Owners consenting thereto exceeds the minimum number required to amend the Declaration as required pursuant to Article XI, Section 11.07 of the Declaration.

By: Laurie Conti
Name: Laurie Conti

By: [Signature]
Name: SEIT M SUMMERS

By: [Signature]
Name: Mark R. Wright

By: Gail Corey
Name: Gail Corey

By: [Signature]
Name: Katal Douglas Weimer

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

On the 9th day of December, 2024, before me, the undersigned, personally appeared Laurie Conti, 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.

Kelly A Lytle
Notary Public

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

KELLY A. LYTLE
Notary Public in the State of New York
MONROE COUNTY
Commission Expires 07/31/25

On the 9th day of December, 2024, before me, the undersigned, personally appeared Scott Summers, 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.

Kelly A Lytle
Notary Public

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

KELLY A. LYTLE
Notary Public in the State of New York
MONROE COUNTY
Commission Expires 07/31/25

On the 9th day of December, 2024, before me, the undersigned, personally appeared Mark R. Wright, 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.

Kelly A Lytle
Notary Public

KELLY A. LYTLE
Notary Public in the State of New York
MONROE COUNTY
Commission Expires 07/31/25

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

On the 9th day of December, 2024, before me, the undersigned, personally appeared Gail Corey, 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.

Kelly A Lytle
Notary Public

STATE OF FL)
)SS.:
COUNTY OF Manatee)

KELLY A. LYTLE
Notary Public in the State of New York
MONROE COUNTY
Commission Expires 07/31/25

On the 17 day of December, 2024, before me, the undersigned, personally appeared Eitel Douglas Weimer, 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

