

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
THE VILLAS AT CANANDAIGUA HOMEOWNERS ASSOCIATION, INC.

This Second Amendment to Declaration is made the 31 day of August, 2018, by Wegman Family (Canandaigua) LLC XV hereinafter called Declarant;

WHEREAS, a certain Declaration of Covenants, Conditions and Restrictions, Easements and Liens (the "Declaration") was recorded on February 23, 2010 in Liber 1240 of Deeds at page 426 in the Ontario County Clerk's Office, which Declaration was amended by the FIRST AMENDMENT recorded in the Ontario County Clerk's Office on March 18, 2010 in Liber 1241 of Deeds at page 430, (together, the "Amended Declaration"); and

WHEREAS, it is desirable to expand the insurance provisions of the Amended Declaration and correct an error in the Amended Declaration concerning repairs and replacements of garage doors.


NOW, THEREFORE, Declarant hereby declares as follows:

- 1- Article X of the Amended Declaration concerning insurance shall now read as set forth on Exhibit "A", attached.
- 2- The last subparagraph of Article VII , entitled "Maintenance" shall now read as follows:

"With respect to the homes, the Association shall repair and replace the exterior siding, brick, gutters and roofs, paint the exterior trim, and the exterior of windows, doors and garage doors and caulk the windows; but shall not (i) repair or replace window panes, or (ii) maintain, repair or replace doors, or (iii) maintain, repair or replace garage doors, garage door hardware, tracks or openers, or (iv) maintain, repair or replace foundation walls."

- 3- In all other respects, the Amended Declaration is hereby reaffirmed and in full force and effect.

WEGMAN FAMILY (CANANDAIGUA) LLC XV, Declarant

By 
Edwin J. Wegman, Manager

Ontario County Clerk's Office
Document recorded

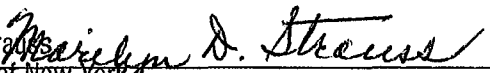
OCT 01 2018

Liber 1485 Page 28/

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

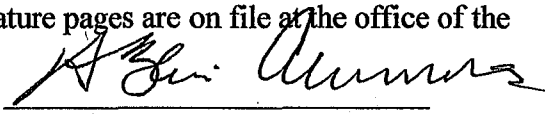
On the 31st day of August, 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Edwin J. Wegman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged 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.

Marilyn D. Strauss
Notary Public-State of New York
County of Monroe
Commission Expires July 11, 2022



Notary Public

The undersigned as Secretary of the Villas at Canandaigua Homeowners Association, Inc. hereby certifies that at a meeting of homeowners held on July 19, 2018, this amendment was adopted by 80% of the homeowners . Original signature pages are on file at the office of the Homeowners Association.



, Secretary

EXHIBIT A

ARTICLE X INSURANCE AND RECONSTRUCTION

Section 1. 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: (i) fire and casualty insurance on the Association Property and the homes, (ii) liability insurance on the Association Property, (iii) directors and officers' liability insurance, (iv) fidelity bond or surety bond, and (v) such other insurance as the Board of Directors shall deem necessary or desirable from time to time. Coverages shall be as follows:

(i) Fire and Casualty. Coverage shall be for the unit value of each home under the "single entity" concept, i.e. covering the full replacement cost of the homes as initially built and including the wall to wall carpeting, lighting fixtures, bathroom fixtures, built-in appliances, wall coverings and all machinery servicing the homes and common facilities, excluding the land, foundations, the personal property of Owners and occupants, and any improvements or alterations (including upgrading of appliances, kitchen cabinets, carpeting or lighting fixtures, and wall coverings) made by present or prior Owners or occupants.

The policy shall have the following provisions: (a) waiver of the right of subrogation with respect to individual Owners, their family members, and the officers and directors of the Association, (b) a provision that the policy cannot be canceled, invalidated or suspended because of the conduct of someone over whom the Board of Directors has no control, (c) cross-liability giving the Owners the right to sue the Board of Directors and vice versa with the insuring company agreeing to defend the defendant, (d) a provision that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all known mortgagees of Lots, and (e) waiver of reduction of prorata liability of the insurer as a result of insurance carried by the Lot Owner.

The proceeds of all policies of physical damage insurance, if \$50,000.00 or less shall be payable to the Association, and if \$50,000.00 or more, to an Insurance Trustee (bank, trust company or law firm) selected by the Board of Directors of the Association to be applied for the purpose of repairing, restoring or rebuilding unless otherwise determined by the Owners pursuant to Section 2 below.

This \$50,000.00 limitation may be raised or lowered from time to time upon approval of two-thirds (2/3) of the Board of Directors. All fees and disbursements of the Trustee shall be paid by the Association and shall be a common expense of the Lot Owners.

The policy shall contain the standard mortgagee clause in favor of mortgagees which shall provide that any loss shall be payable to the mortgagees as its interest shall appear, subject, however to the loss payment provisions in favor of the Association and the Insurance Trustee. The obligation to restore or reconstruct after damage due to fire or other casualty supersedes the

customary right of a mortgagee to have the proceeds of insurance coverage applied to the mortgage indebtedness.

(ii) Liability. The liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Lot Owners, but not the liability of Lot 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, with an excess umbrella of \$1,000,000.00.

(iii) 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.

(iv) 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.

(v) 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.

(vi) Deductible. The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense for those claims relating to Association maintenance responsibility. The Board of Directors of the Association shall assess any deductible amount necessitated by the gross negligence or willful act of an Owner against such Owner, as well as any deductible amount necessitated by a fire within the Lot Owners' dwelling and not caused by the Association's negligence or activities. 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.

Section 2. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of any home, as a result of fire or other casualty, the Board of Directors

shall arrange for the prompt repair and restoration of the damaged property and the Board of Directors, or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments; provided, however, that if 75% or more of the homes are destroyed or substantially damaged and if the Owners of 75% or more of all homes do not duly and promptly resolve to proceed with repair or restoration, the net proceeds of insurance policies, if any, shall be divided among the home Owners in proportion to the damage to their insured property in relation to the total damage to all the insured property, provided, however, that no payment shall be made to a home Owner until there has first been paid out of such home Owner's share of such funds all liens on such Owner's home. In the event that insurance proceeds are, for any reason, insufficient to pay all of the costs of restoring or repairing the property to the same condition as formerly existed, the Board of Directors shall levy a Special Assessment to make up the deficiency against all Owners of the damaged homes in such proportions as the Board of Directors deems fair and equitable taking into account the damage sustained to each home and any negligence which, in the opinion of the Board, contributed to the damage and loss. In the event that insurance proceeds exceed the cost of repair and reconstruction, such expenses shall be paid over to the respective mortgagees and home Owners in such proportions as the Board of Directors deems fair and equitable.

Section 3. Insurance to be Carried by Owners. Owners of homes shall carry insurance for their own benefit, covering their furnishings, betterments and inside liability. Such policies are sometimes referred to as an HO-6, and must contain waivers of subrogation, and further provided, that the liability of the carriers issuing insurance procured by the Board of Directors shall not be affected or diminished by reason of such additional insurance carried by the Owner.

Matthew J. Hoose, County Clerk
Ontario County Clerk
20 Ontario Street
Canandaigua, New York 14424
(585) 396-4200

Received From:

STEWART TITLE INSURANCE CO - MARK

Receipt #: 388618
Transaction #: 1942591
Payment Comment:

Fees for: DECLARATION	\$75.50
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Book / Page: D 01415 0281 Control #: 201810010057 Ref #: TX 2018 000654 Recorded: 10/01/2018 09:55:12 AM

WEGMAN FAMILY CANANDAIGUA LLC XV

Total Charges for Transaction:	\$75.50
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Payments Received:

Check (209271)	\$80.00
Escrow Deposit (WoodsOviattGilman)	\$4.50