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Box 170

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS OF THE  
WOODSVIEW HOMEOWNERS ASSOCIATION, INC.

Eagles Way, Perinton, NY - S.B.L. 139.20-1-93

WHEREAS, a certain Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens - Woodsvie (the Declaration) was recorded on the 30th day of September, 1987, in the Monroe County Clerk's Office in Liber 7200 of Deeds at page 262, and;

WHEREAS, a copy of this amendment was sent to all Owners at least thirty (30) days prior to the date set for voting, and;

WHEREAS, pursuant to Article XI, Section 11.07 of the Declaration, it is agreed by of not less than two-thirds (2/3) of all Owners, to amend said Declaration as hereinafter provided; and

WHEREAS, this proposed Amendment will not substantially affect the interests of any lending institution holder of a mortgage on any Lot, and therefore, no notice of this proposed Amendment was given to any such mortgage holder; and

NOW, THEREFORE, BE IT RESOLVED, that said Declaration be and the same hereby is amended as follows:

Article IX - Insurance and Reconstruction, Section 9.01(1) is amended as follows:

Article IX  
Insurance and Reconstruction

Section 9.01. Insurance to be Carried. 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 or relevant: (i) fire and casualty insurance on the Association Property, the Townhouses, (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 including "umbrella" catastrophic coverage. Coverages shall be as follows:

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

MONROE COUNTY CLERK'S OFFICE  
RECORDED

JAN 24 2025

Time:

Article X - General Covenants and Restrictions - is amended to add the following new text:

**Section 10.19. Leasing of Townhouses**

**As of the recording date of this amendment, a Townhouse must be occupied for three (3) years before it can be leased.**

**All leases must be for a minimum initial term of one (1) year. Leasing shall also include short term arrangements such as “AirBnb”, “VRBO”, “Homeaway”, and similar short term rentals for vacation or expected events or similar purposes all of which are prohibited.**

**Occupancy of a Townhouse by the immediate relative of the Owner (parents, grandparents, siblings, and children) shall be considered occupancy by the Owner.**

Article XI - Enforcement, Amendment and Duration of Declaration - Section 11.02 is amended to add the following additional text in a separate paragraph:

**In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation of this Declaration or the By-Laws or Rules and Regulations of the Association or of any Committee of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against a Lot Owner or occupant of a Lot shall be deemed a Special Assessment against the Owner of such Lot 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.**

Note: Old language is ~~lined-out~~  
New language is in bold

CERTIFICATION

1. This Amendment has been adopted in full compliance with Article XI of the Declaration, and the consents required therefore have been received and filed with the Board.
2. A notice containing a copy of the proposed amendment was sent to all members at least thirty (30) days prior to the date set for voting.

IN WITNESS WHEREOF, the undersigned being all of the Members of the Woodsvew Homeowners Association, Inc. Board of Directors, cause this Certification of Amendment to be signed this 21<sup>st</sup> day of November, 2024.

WOODSVIEW HOMEOWNERS ASSOCIATION, INC.

By: Suzanne Van Cury      Suzanne Van Cury  
By: Cary Brairton      Cary Brairton  
By: Maryam Little      Maryam Little  
By: Michael Saporito      Michael Saporito  
By: Janet Penksa      Janet Penksa

STATE OF NEW YORK )  
 )  
COUNTY OF MONROE )

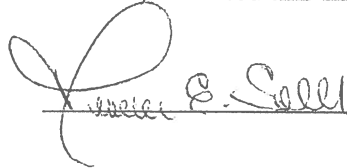
On this 27<sup>th</sup> day of November 2024, before me, the undersigned, personally appeared Michael Saporito, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person on behalf of which he acted, executed this instrument.



Notary Public  
MICHELLE E. SCHELL  
Notary Public - State of New York  
No. 01SC6377632  
Qualified in Monroe County  
Commission Expires 07/09/20 26

STATE OF NEW YORK )  
 )  
COUNTY OF MONROE )


On this 4<sup>th</sup> day of December 2024, before me, the undersigned, personally appeared Janet Penkasa, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person on behalf of which he acted, executed this instrument.



MICHELLE E. SCHELL  
Notary Public - State of New York  
No. 01SC6377632  
Qualified in Monroe County  
Commission Expires 07/09/20 26


STATE OF NEW YORK )  
 )  
COUNTY OF MONROE )

On this 21 day of November 2024, before me, the undersigned, personally appeared Suzanne VanCura, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person on behalf of which he acted, executed this instrument.

  
Notary Public MICHELLE E. SCHELL  
Notary Public - State of New York  
No. 01SC6377632  
Qualified in Monroe County  
Commission Expires 07/09/20 26


STATE OF NEW YORK )  
 )  
COUNTY OF MONROE )

On this 21 day of November 2024, before me, the undersigned, personally appeared Cary Brairton, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person on behalf of which he acted, executed this instrument.

  
Notary Public MICHELLE E. SCHELL  
Notary Public - State of New York  
No. 01SC6377632  
Qualified in Monroe County  
Commission Expires 07/09/20 26

STATE OF NEW YORK )  
 )  
COUNTY OF MONROE )

On this 26 day of November 2024, before me, the undersigned, personally appeared Rayann Little, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person on behalf of which he acted, executed this instrument.

  
Notary Public  
MICHELLE E. SCHELL  
Notary Public - State of New York  
No. 01SC6377632  
Qualified in Monroe County  
Commission Expires 07/09/20

AMENDMENT TO THE DECLARATION OF  
WOODSVIEW HOMEOWNERS ASSOCIATION, INC.

DATED: November 21, 2024

BY: RONALD S. SHUBERT, ESQ.  
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