

**SUPPLEMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND
CHARGES FOR THE COTTAGES HOMEOWNERS' ASSOCIATION, INC.**

This Supplement to Declaration of Covenants, Restrictions, Easements and Charges for The Cottages Homeowners' Association, Inc. (this "Supplement") is being executed and filed of record in order to supplement, clarify and amend that certain Declaration of Covenants, Restrictions, Easements and Charges for The Cottages Homeowners' Association, Inc. (the "Declaration") dated as April 25, 2022 and recorded as Instrument # 2022-8510 in the Real Estate Records of Yates County, New York,

WITNESSETH:

WHEREAS. terms defined in the Declaration shall have the same meaning when used herein; and

WHEEAS, Declarant, the fee owner of the land described in Exhibit A attached hereto, and the HOA, the entity formed to manage and govern the "Cottage Community" (herein so-called) situated on such land, desire to supplement, clarify and amend the Declaration as hereinafter expressly provided, all of which provisions are deemed to be beneficial to Cottage Owners;

WHEREAS, no residential Ground Leases have been executed as of the date hereof, and the only parties in interest with respect to the such land are the Declarant and the HOA;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows, which provisions shall be binding upon and inure to the benefit of the Declarant, the HOA and all Cottage Owners:

1. The right of entry on the part HOA, its property manager or their respective designees to a Cottage Owner's Cottage without the Cottage Owner or his designee being physically present, shall be limited to cases where (a) the Cottage Owner's prior written consent is in hand, or (b) an apparent emergency situation exists and the HOA, its property manager or their respective designee reasonably deems entry necessary for the protection and safety of persons and/or property.

2. Certain improvements (including landscaping) deemed "minor" in writing by the Architectural Review Committee may be installed/constructed by the Cottage

Owner or its designee (as opposed to an independent contractor) as currently implied or provided in the HOA Documents.

3. The HOA shall be responsible for the safe-keeping and use of any keys deposited with it as contemplate by Article IX. Paragraph (w).

4. Thirty (30) boat/personal watercraft slips were built and completed by Declarant on the HOA's leased lakefront, and, subject to the reservation hereinafter and the Rules and Regulations relating thereto, are available to Cottage Owners on an assigned basis; a slip layout and inside dimension sheet are attached hereto as Exhibit B. Twenty-nine (29) of these slips will be assigned to Cottage Owners for their exclusive use during the term of their respective Ground Leases, on a first-come, first-served basis. Use of the thirtieth (30th) slip (#1 on such layout) is reserved by the Declarant for such use as it deems necessary or appropriate and in the best interests of the Cottage Owners. If no specific use of such 30th slip is being made by Declarant during the month immediately preceding the tenth anniversary of the HOA Ground Lease, control over such slip shall revert to the HOA for use as it shall determine.

5. Except as herein expressly supplemented, clarified and/or amended, the Declaration shall remain in full force and effect as currently of record.

IN WITNESS WHEREOF, the parties have executed and delivered this Supplement as of the 19th day of October, 2022.

THE COTTAGES AT PLUM POINT, LLC

By: Bunnell Associates, LLC, its Manager

By: 

David A. Bunnell, President

THE COTTAGES HOMEOWNER'S
ASSOCIATION, INC.

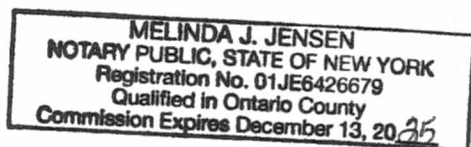
By: 

David A. Bunnell, Board Member

ACKNOWLEDGEMENTS

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

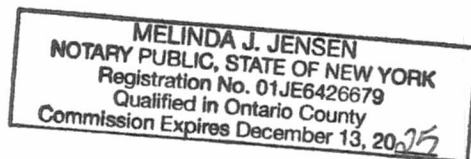
On the 8 day of November in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared David A. Bunnell, President of THE COTTAGES AT PLUM POINT, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures) on the instrument, the individuals), or the person on behalf of which the individual (s) acted, executed the instrument.



Melinda J. Jensen
Notary Public

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

On the 8 day of November in the year 2022 before me, the undersigned, a notary public in and for said state, personally appeared David A. Bunnell, a Board Member of THE COTTAGES HOMEOWNERS' ASSOCIATION, OINC. known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures) on the instrument, the individuals), or the person on behalf of which the individual (s) acted, executed the instrument.



Melinda J. Jensen
Notary Public

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EXHIBIT A

Legal Description

Being the following-described 8.07-acre tract of land located in the Town of Milo, Yates County, New York, to wit:

Beginning at a point in the centerline of Plum Point Road marking the southwest corner of land now or formerly owned by Harold L. and Judith J. Sexton, as recorded in the Office of the Yates County Clerk in Liber 434 of Deeds at Page 296, and running thence the following courses and distances along the centerline of Plum Point Road;

- 1) N 73-12-00 W, for a distance of 116.59 feet to a point,
- 2) Westerly, along a curve to the left, having a delta angle of 24-25-10 and a radius of 875.00 feet, for an arc length of 372.93 feet to a point
and
- 3) S 82-22-50 W, for a distance of 356.41 feet to a point marking a corner of land now or formerly owned by Jamie L. and Kevin J. Howell, as recorded in Liber 669 of Deeds at Page 102, thence the following courses and distances along land now or formerly owned by said Howell;
- 4) N 05-29-50 E, and passing through an iron pipe 25.41 feet distant and continuing on the same course, and passing through an iron pipe 422.16 feet distant and continuing on the same course 15.00 feet distant farther, comprising a total distance of 462.57 feet to a point and
- 5) S 86-26-30 E, for a distance of 125.14 feet to a point marking the southwest corner of land now or formerly owned by Jack D. Brown and David B. Hoey, as recorded in Liber 318 of Deeds at Page 115, thence the following courses and distances along land now or formerly owned by said Brown and Hoey;
- 6) S 76-58-11 E, for a distance of 314.12 feet to an iron pipe
and
- 7) S 85-30-00 E, for a distance of 379.74 feet to a point marking the northwest corner of land now or formerly owned by Dennis J. Sweeney, as recorded in Liber 575 of Deeds at Page 160, thence;



8) S 04-30-00 W, along the west line of land now or formerly owned by said Sweeney, for a distance of 110.24 feet to a point, thence;

9) S 85-30-00 E, along the south line of land now or formerly owned by said Sweeney, along the south line of land now or formerly owned by one Dahlhaus, as recorded in Liber 529 of Deeds at Page 63, along the south line of land now or formerly owned by Anchorstar, as recorded in Liber 618 of Deeds at Page 108, and along the south line of land now or formerly owned by one Conner, as recorded in Liber 175 of Deeds at Page 294, for a total distance of 469.84 feet to a point, thence the following courses and distances along land now or formerly owned by said Conner,

10) N 77-42-00 E, for a distance of 31.50 feet to a point and

11) N 04-30-00 E, for a distance of 101.14 feet to an iron pipe in the south line of land now or formerly owned by the aforementioned Jack D. Brown and David B. Hoey, as recorded in Liber 318 of Deeds at Page 115, thence the following courses and distances along the south line of land now or formerly owned by said Brown and Hoey;

12) S 85-30-00 E, for a distance of 109.05 feet to a point and

13) N 83-51-10 E, for a distance of 45.79 feet to a point in the shoreline of Seneca Lake, thence the following courses and distances along the shoreline of Seneca Lake;

14) S 24-26-00 E, for a distance of 60.45 feet to a point,

15) S 77-31-00 W, for a distance of 14 feet, more or less, to a point and

16) Southerty, for a distance of 92 feet, more or less, to a point marking the northeast corner of land now or formerly owned by Kathleen A. Cotter, as recorded in Liber 564 of Deeds at Page 205, thence;

17) N 85-37-50 W, along the north line of land now-or formerly owned by said Cotter, and passing through an iron pin 11 feet, more or less, distant and continuing on the same course, and passing through an iron pin 41.30 feet distant and continuing on the same course, and passing through an iron pin 64.20 feet distant and continuing on the same course 19.50 feet distant farther, comprising a total distance of 136.00 feet, more or less, to an iron

pin marking the northeast corner of land now or formerly owned by Theron L. Smith, as recorded in Liber 537 of Deeds at Page 61, thence;

18) N 88-58-26 W, along the north line of land now or formerly owned by said Smith and along the north line of land now or formerly owned by the aforementioned Harold L. and Judith J. Sexton, for a total distance of 553.35 feet to an iron pin, thence;

19) S 06-16-48 W, and continuing along the west line of land now or formerly owned by said Sexton, and passing through an iron pin 170.00 feet distant and continuing on the same course 31.38 feet distant farther, comprising a total distance of 201.38 feet to the point and place of beginning, comprising an area of 8.07 acres, more or less.

Which 8.07-acre tract of land is the same land that was conveyed to Grantor (formerly known as Plum Point Village, LLC) by Robert C. and Taryn P. Draxler by Deed dated January 31, 2019 and recorded at Liber 748, Page 332.

A handwritten signature in black ink, appearing to be 'D. Draxler', located in the bottom right corner of the page.

The Cottages - Boat/PWC Slips Layout

Not to Scale

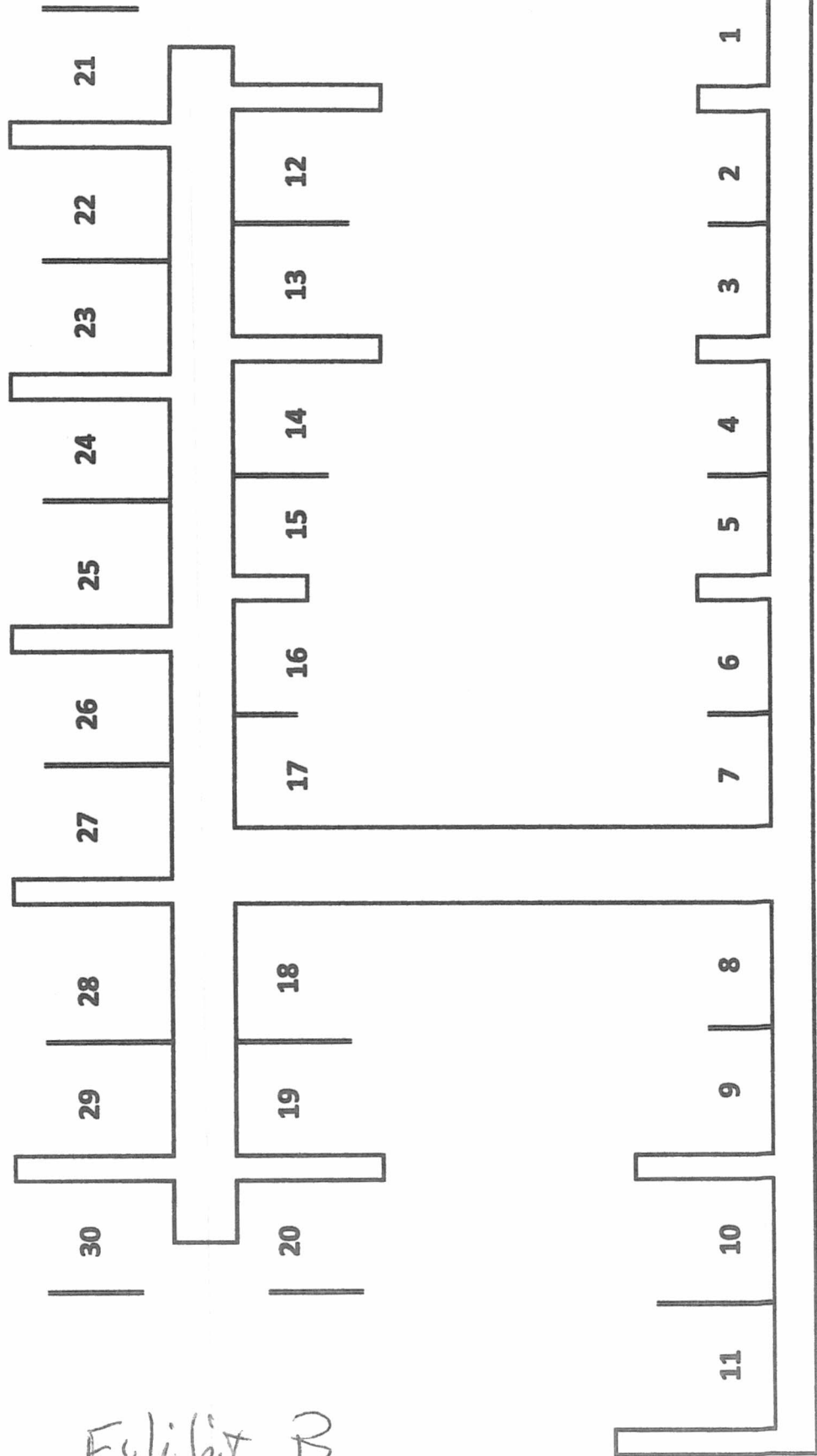


Exhibit B

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THE COTTAGES AT PLUM POINT

Boat/PWC Approximate Slip Inside Dimensions

	<u>Inches</u>	<u>Feet</u>		<u>Inches</u>	<u>Feet</u>
1	118"	9.83'	16	76"	6.33'
2	109"	9.08'	17	76"	6.33'
3	109"	9.08'	18	124"	10.33'
4	109"	9.08'	19	124"	10.33'
5	76"	6.33'	20	124"	10.33'
6	109"	9.08'	21	124"	10.33'
7	109"	9.08'	22	124"	10.33'
8	109"	9.08'	23	124"	10.33'
9	109"	9.08'	24	109"	9.08'
10	136"	11.33'	25	109"	9.08'
11	136"	11.33'	26	76"	6.33'
12	136"	11.33'	27	76"	6.33'
13	136"	11.33'	28	124"	10.33'
14	124"	10.33'	29	124"	10.33'
15	76"	6.33'	30	124"	10.33'

Exhibit B (cont'd)

