

STATE OF NEW YORK)
SULLIVAN COUNTY CLERK'S OFFICE) ss:

I, Daniel L. Briggs, County Clerk in and for said County, do hereby certify that I have compared the foregoing copy of a

DESCRIPTION: DECLARATION
DATE: 04/05/2007
BOOK/PAGE: 3315 / 291

Clerk in Office *Nera S Manzobillo*

with the original now remaining on file in this office and that the same is a correct transcript therefrom and of the whole of said original.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County.

Dated: 03/17/2016

Daniel L. Briggs

Daniel L. Briggs
Sullivan County Clerk

By *(Signature)*

Sullivan County
Nora Manzolillo
County Clerk
Monticello, NY 12701



60 2007 00020598

Instrument Number: 2007- 00020598

As

Recorded On: April 05, 2007

Misc Recording

Parties: KIAMESHA SHORES PROPERTY OWNERS ASSOCIAT

To

KIAMESHA SHORES PROPERTY OWNERS ASSOCIAT

Billable Pages: 59

Recorded By: JACOBOWITZ & GUBITS

Num Of Pages: 60

Comment: KIAMESHA SHORES AMENDMENT

**** Examined and Charged as Follows: ****

Misc Recording 205.50
Recording Charge: 205.50

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Sullivan County, NY

File Information:

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Record and Return To:

JACOBOWITZ & GUBITS

158 ORANGE AVE

PO BOC 367

WALDEN NY 12586-0367



NORA MANZOLILLO
SULLIVAN COUNTY CLERK

**AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
KIAMESHA SHORES PROPERTY OWNERS ASSOCIATION, INC.**

This AMENDMENT TO DECLARATION, made on August 13th of 2006, by Kiamesha Shores Property Owners Association, Inc., (hereinafter referred to as "Association"),

WITNESSETH:

Whereas a Declaration of Covenants, Conditions and Restrictions dated September 20, 1973 was recorded in the Sullivan County Clerk's Office on September 2, 1973 in Liber 785 at page 1048 (hereinafter referred to as "Declaration"); and

Whereas Article XI Section 3 of the Declaration provides that the Declaration may be amended by an instrument signed by seventy-five percent (75%) of the Lot Owners; and

Whereas there is a total of one hundred and eighty-four (184) Lots in the Association; and

Whereas a minimum of one hundred and thirty-eight (138) Lot Owners have herein subscribed to this Amendment representing the requisite seventy-five percent (75%),

Now Therefore, the Declaration is hereby amended to add the following new section to Article VII:

Article VII Section 7. Lots, including any improvements on said Lot, shall be restricted as follows:

(a) No renting, leasing or licensing of any Lot and/or any improvement located thereon is permitted during the first two (2) years of ownership of said Lot commencing from the date of purchase;

(b) After a Lot has been owned for two (2) years, the Lot, together with all the improvements thereon, may be rented, leased or licensed for maximum of three (3) years during any consecutive five (5) year period;

(c) Only an entire Lot, including all of the improvements thereon, may be rented, leased or licensed. The renting, leasing or licensing of a portion of a Lot and/or any improvement thereon is prohibited.

(d) A copy of the rental agreement, lease agreement, or license agreement shall be provided to the Board within 30 days from the agreement being signed together with a list of the names of all of the occupants of the Lot and improvements thereon under the agreement;

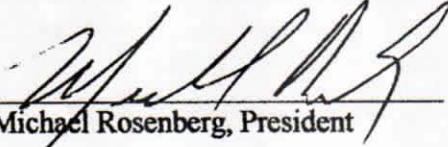
(e) Owners of any rented, leased or licensed Lot shall be fully responsible with respect to the Association, for the actions of their tenants, lessees, or licensees;

(f) Notwithstanding the foregoing, any current rental agreement, lease agreement, or license agreement dated August 1, 2006 or earlier may be continued until the end of its rental, lease, or license period. At the expiration of said current rental, lease, or license period, said rental agreement, lease agreement, or license agreement may be renewed for a period or periods that shall not exceed a total of five (5) years. Upon the expiration of said five (5) year renewal period or upon the earlier termination the rental agreement, lease agreement, or license agreement all of these restrictions in paragraphs (a) through (e) herein shall apply to the subject Lot and shall be complied with.

In the event of any conflict between the Declaration and this Amendment, the documents shall be interpreted so that the terms of this Amendment shall supersede any terms of the Declaration inconsistent with this Amendment. In all other respects, the Declaration, to the extent not inconsistent with this Amendment, shall remain in full force and effect and continue to bind the Association and its members, consisting of lot owners.

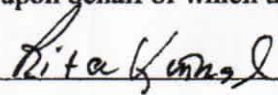
In Witness Whereof, the undersigned, being the Association and seventy-five percent (75%) of the total Lot Owners in the Association, have executed this Amendment to the Declaration on the dates shown to evidence their consent to this Amendment and to the recording of this Amendment.

Association:
KIAMESHA SHORES PROPERTY ASSOCIATION, INC.

BY: 
Michael Rosenberg, President

State of New York)
County of)

On 9/2, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Rosenberg, 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 capacities, and that by his signatures on the instrument, the individuals or the person upon behalf of which the individual acted, executed the instrument



Notary Public

MEMBERS:

IN WITNESS WHEREOF, the undersigned, being the Owners of at least seventy-five percent (75%) of the lots subject to the Declaration of Covenants, Conditions, and Restrictions of the Kiamesha Shores Property Association, Inc., have caused this Amendment to be executed the dates shown below:

RITA KENNEL
Notary Public, State of New York
Sullivan County Clerk's # 1869
Commission Expires March 06, 2012

KIAMESHA SHORES PROPERTY OWNERS ASSOCIATION INC.

P.O. BOX 299

KIAMESHA LAKE, NY 12751

*Michael Rosenberg- President
Joan Fishman- Vice President
Sophia Eve Korzelius- Secretary
Carol Krantz- Treasurer
Edward Bracher
Charles Goldberg
Phil Levy
David Schwartz
Adele Wilson*

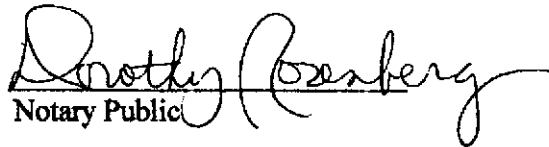
August 17, 2006

KSPOA
PO Box 299
Kiamesha Lake, NY 12751

I, Sophia Eve Korzelius, Secretary to KSPOA delivered to the post office in Kiamesha Lake on August 17th 2006 a mailing to all homeowners of record concerning the Amendment change.


Sophia Eve Korzelius

Sworn to before me this
19th day of August, 2006


Notary Public

DOROTHY ROSENBERG
Notary Public, State of New York
No. 41-4771099
Qualified in Queens County
Commission Expires February 28, 2007