AMENDMENT

TO

DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS CHARGES AND LIENS

RECITAL

Erie Village Homeowners Association Ltd. (The HOA) is a New York not - for - profit Corporation and is the governing body of a Community known as "Erie Village" which is located in the Town of Manlius, Onondaga County, New York. The HOA in turn is governed and controlled by the terms of the Declaration of Covenants, Restrictions, Easements, Charges and Liens dated January 24, 1985 (The "Declaration") made by Erie Village Inc. and recorded in the Onondaga County Clerk's Office on January 25, 1985 in Book of Deeds 3150, Page 230.

The Declaration has been amended once, said instrument having been recorded in the Onondaga County Clerk's Office in Book of Deeds 3924 at Page 90.

The Board of Directors has agreed that the "Declaration" requires Amendment in two respects in the subject area of assessments under Article IV of the Declaration specifically, Section 8 entitled "Effect of non - payment of Assessment."

The first paragraph of Section 8 which is entitled " Effect of Non-Payment of Assessment. The Personal Obligation of the owner:" The Lien, Remedies of Association currently reads as follows. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title, unless expressly assumed by them.

The above pargraph shall be deleted and replaced by the following language. If any assessment is not paid on the date when due, then such assessment shall be deemed deliquent and a delinquent charge of $15.00 shall immediately be added to the assessment together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot, which shall bind such Lot in the hands of the Owner, his

heirs, devisees, personal representatives, successors and assigns. The personal obligations of the then owner to pay such assessment however shall remain his/her personal obligation and in addition shall pass to his/her successor in title except where the successor in title is a bona fide purchaser for value without notice.

In addition it is agreed by the Board of Directors that the following language shall be added to Article IV Section 2.

"The lien provided for herein shall be effective from the filing thereof in the Office of the Clerk of the County of Onondaga, a verified notice of lien, stating the address of the property, the liber and page of the record of the Declaration, the name of the record owner of the unit, the unit designation, the amount and purpose for which due and the date when due; and shall continue in effect until all sums secured thereby with interest thereon shall have been fully paid or until the expiration of six years from the date of filing, whichever shall occur first."

In order to amend the Declaration at least 75% of the "Lot Owners" (as such term is defined under the Declaration) must sign an instrument making such amendment.

HOW THEREFORE, the undersigned being, each Lot Owners in Erie Village, do hereby sign our names to this Instrument and by our signatures do hereby agree that the Declaration shall be amended to add the aforesaid two recitals of language to Article IV Section 2.

AMENDMENT

TO

DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

RECITALS:

Erie Village Homeowners Association Ltd. (The "HOA") is a New York not - for - profit Corporation and is the governing body of a Townhouse Community known as "Erie Village" which is located in the Town of Manlius, Onondaga County, New York. The HOA in turn is governed and controlled by the terms of the Declaration of Covenants, Restrictions, Easements, Charges and Liens dated January 24, 1985 (The "Declaration") made by Erie Village Inc. and recorded in the Onondaga County Clerk's Office on January 25, 1985 in Book of Deeds 3150, Page 230.

The "Declaration has been once amended, said instrument having been recorded in the Onondaga County Clerk's Office in Book 3924 of Deeds at Page 90.

The Board of Directors has agreed that the "Declaration" needs to be amended in the subject area of "Exterior Maintenance" under Article VIII of the "Declaration." Specifically Article VIII, Section 2. "Disrepair of Lots" should be amended to add the following language:

> "The area inside the white fence is the homeowners responsibility to maintain in a reasonably satisfactory manner. No one should be permitted to raise only weeds inside the fence and shrubbery should not be permitted to grow higher than the white fence. Should it come to the attention of the Board of Directors that the area inside the white fence is overgrown with weeds, the homeowner will be sent a letter requiring compliance."
>
> "If the property is not brought into compliance within a reasonable time a second notification will be sent to the lot owner requiring compliance within 10 days. Further failure to comply will cause the Board of Directors to hire the necessary contractors to effectuate compliance and all charges shall be added to the Homeowners monthly assessment and shall be a lien against the premises . All notices sent to the Homeowners shall be by registered mail."

In order to amend the Declaration at least 75% of the "Lot Owners" (as such term is defined under the Declaration) must sign as instrument making such amendment.

NOW THEREFORE, the undersigned, being each, Lot Owners in Erie Village, do hereby sign our names to this Instrument and by our signature do hereby agree that the Declaration shall be hereby amended to add the aforesaid language to Article VIII, Section 2 of the Declaration.

EXHIBIT A

DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS

THIS DECLARATION, made this day of , 1983, by ERIE VILLAGE, INC., hereinafter referred to as Developer,

W I T N E S S E T H:

WHEREAS, the Developer is the owner of the real property described in Schedule A of this Declaration, and desires to develop thereon a residential community, together with common lands and facilities for the sole use and benefit of the residents of such community and their guests; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in such community and for the maintenance of such common lands and facilities, and to this end, desires to subject the real property described in Schedule A, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in such community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the community facilities, administering and enforcing the covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has caused to be incorporated under the laws of the State of New York, as a Not-For-Profit Corporation, the ERIE VILLAGE HOMEOWNERS ASSOCIATION, LTD., for the purpose of exercising the aforesaid functions,

NOW, THEREFORE, the Developer declares that the real property described in Schedule A annexed hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed, and occupied, subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as covenants and restrictions) hereinafter set forth.

ARTICLE I

Definitions AMENDED-2014

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to ERIE VILLAGE HOMEOWNERS ASSOCIATION, LTD., its successors and assigns.

(b) "The Properties" shall mean and refer to all property including Lots and Common Areas, as are subject to this Declaration, and which are described in Schedule A.

(c) "Common Areas" shall mean and refer to those areas of land, including the facilities to be constructed thereon, shown on any subdivision map of The Properties or by any other means so designated. Such areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public.

(d) "Units" or dwelling unit shall refer to the structure or house constructed on said lot, including those areas as defined and permitted under Article III, Section 5 of the Declarations.

(e) "Lots" shall refer to those plots shown on the map of Jack W. Cottrell dated August 1, 1983 , intended and subdivided for residential use, but shall not include common areas as herein defined, reserving to lot owners the use of those areas below any overhang or projection.

Following completion of construction of the dwelling unit on the lot that portion of each lot not occupied by a dwelling unit shall be conveyed to the Homeowners Association as common area.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Developer" shall mean and refer to ERIE VILLAGE, INC., its successors or assigns, in the development of The Properties.

(h) "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support of each adjoining property, situate, or intended to be situate, on the boundary line between adjoining Lots.

(i) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section I hereof.

(j) "Development", "Project", and "Community" shall all mean and refer to the Erie Village residential community to be constructed by the Developer.

ARTICLE II

Membership and Voting Rights in the Association

Section 1. Membership. Every poerson or entity who is an Owner of any Lot which is subjected to this Declaration to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have one class of membership interest. The Owner(s) of each dwelling unit in the Development shall be a Member, whether such ownership is joint, in common, or tenancy by the entirety. Each member shall be entitled to one vote.

Homeowners shall not be entitled to vote on Association matters until Sponsor has relinquished control, which event shall occur when 250 homes have been sold, or July 1, 1989, whichever event occurs first. Following the aforementioned date, each unit in the development is entitled to one (1) vote in the Association.

No member shall split or divide its votes on any motion, resolution or ballot other than in the cumulative voting procedure employed in the election of Directors.

ARTICLE III - AMENDED 1994 AMENDED 2014

Property Rights in the Common Areas

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article III, every Member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with title to every Lot.

Section 2. Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that on or before conveyance of the first Lot, it will convey to the Association, by warranty deed, fee title to the Common Areas, free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, subject, however, to the following covenant, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the community, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Areas shall include, but not be limited to, the repair of damage to pavements, roadways, walkways, lawn areas, catch basins, and sewer and water lines, connections and appurtenances, and maintenance of the lake.

This Section shall not be amended, as provided for in Article IX, Section 1, to eliminate or substantially impair the obligation for the maintenance and repair of the Common Areas.

Section 3. Extent of Members' Easements. The rights and easements created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association, to dedicate, transfer or convey all or any part of the Common Areas with or without consideration, to any governmental body, district, agency or authority, or to any utility company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Areas by the Members of the Association;

(b) The right of the Developer, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities and services, including a cable (CATV) or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Developer to grant and reserve easements and rights-of-way through, over, upon and across the Common Areas for the completion of the Project, and for the operation and maintenance of the Common Areas;

(c) The right of visitors, invitees, etc. to ingress and egress in and over those portions of the Common Areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Areas in the case of landlocked adjacent owners) to the nearest public highway;

(d) The right of individual Members to the exclusive use of parking spaces, as provided in Section 4 hereof;

(e) The right of individual Members to the exclusive use of patios, as provided in Article III, Section 5 hereof.

(f) The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for a period not to exceed thirty days for any infraction of its published rules and regulations; provided, however, that the right of a Member to ingress and egress over the roads in the Community shall not be suspended;

(g) The rights of the Association, in accordance with law, its Certificate of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and in pursuance thereof, to mortgage the same.

Section 4. Parking Rights. The Developer shall provide and the Association shall maintain upon the Common Areas such parking facilities as would provide, together with the parking facilities provided by interior and exterior garage parking, two parking spaces for each Lot, subject to reasonable rules and conditions.

Section 5. Patios, Greenhouses or Extra Room. Upon the approval of the Architectural Control Committee, each owner shall have the exclusive right to the use of an area being not more than 300 sq. ft. at the rear or side of the unit for the construction of a patio, greenhouse, enclosed porch, or as part of the unit, provided no unit shall be enlarged more than 300 sq. ft. in total. Owner may, at his own cost and expense, apply to the Association for a quit-claim deed covering this area, the execution of which shall be authorized by the Architectural Control Committee.

Section 6. Lake Area. All Owners shall have the use of lake rights in accordance with present rules and regulations of the Association. No Owner shall be entitled to the exclusive use of any water area or shore line of said lake without written authority of the Association. This shall include all structures, docks, beaches, fences and facilities of like nature.

Section 7. Basements. No person shall contruct a housing unit with a basement in said subdivision.

Section 8. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, except the number of guests using any recreational facility may be limited by the Association. Reasonable rules may be adopted by the Association limiting each guest use.

Section 9. Quit Claim Deed. Upon completion of each unit, the Homeowners Association will execute a quit claim deed to each unit owner, thereby establishing the exact dimensions and location of the unit as sold and conveyed.

ARTICLE IV – AMENDED 1996

Completion, Maintenance and Operation of Common Areas and Facilities and Covenant for Assessment Therefor

Section 1. Completion of Common Areas by Developer.

(a) Prior to the conveyance of title to each Lot, the Developer shall complete the construction of the streets, roadways, walkways, parking facilities and outdoor lighting directly serving such Lot. Such facilities shall be completed by November 15, 1988. except that the finished surfaces of streets, roadways, walkways, and parking areas will be deferred until weather conditions permit; provided that Sponsor will furnish adequate sub-base and crushed stone to serve the needs of the homeowners or the roadways and driveways for egress and ingress to the unit or development.

(b) The Developer is obliged to complete the construction of the remainder of the Common Areas, at Developer's sole cost and expense, and this obligation shall survive the conveyance of the Common Areas to the Association. This section shall apply to the Common Areas in Phases I thru IV.

Section 2. Operation and Maintenance of Common Areas by Developer and Association. Commencing on the date of conveyance of the first Lot, and terminating on July 1, 1989, or upon the sale of 250 units, whichever shall first occur, the Developer shall operate and maintain the Common Areas, at its sole cost and expense, and shall provide, at its sole expense, the requisite services contemplated by Section 3(b) of this Article IV insofar as the same have been completed. Developer may elect to defer the date upon which common charges may first be collected. Thereafter, the Association, at its sole cost and expense, shall operate and maintain the Common Areas and provide the requisite services in connection therewith. Said maintenance shall also include, but shall not be limited to, the Lake Area, retention basins and drainage areas and the continued monitoring of the quality of water within the lake.

Section 3. Assessments, Liens and Personal Obligations Therefor, and Operation and Maintenance of Common Areas Solely by the Association.

(a) For each calendar year, Developer for each home owned by it within the Properties, hereby covenants, and each subsequent Owner of any such Home by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of

the Owner of such Lot at the time when the assessment fell due. However, no assessment will be charged the Developer on uncompleted units. The Association may increase the common charges to provide for inflationary increases; however, it may not unreasonably increase the annual or special assessments without consent of the Sponsors.

(b) The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the community, and in particular for the improvement and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, and the cost of lawn and landscaping maintenance, snow removal and refuse collection, all of which obligations the Association hereby assumes as of the date set forth in (a) above.

Section 4. Amount and Payment of Annual Assessment. The Board of Directors of the Association shall at all times fix the amount of the annual assessment at an amount sufficient to pay the costs of maintaining and operating the Common Areas and performing the other exterior maintenance required to be performed by the Association under this Declaration. The amount of the annual assessment shall be uniform for each Lot. The Board shall also fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty days in advance of such date or period, and shall, at the time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

Each annual assessment shall be fully payable in advance on July 1st of each year, but the Board of Directors of the Association shall have the option to permit monthly or quarterly payments. The annual assessment shall be fixed by the Board of Directors of the Association.

The Association shall, upon demand at any time, furnish to any Owner liable for any assessment, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be in recordable form and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

This Section shall not be amended as provided in Article IX, Section 1, to eliminate or substantially impair the obligation to fix the assessment at an amount sufficient to properly maintain and operate the Common Areas and perform the exterior maintenance required to be performed by the Association under this Declaration.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment (which must be fixed

at a uniform rate for all Lots) applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting, setting forth the purpose of the meeting. The due date of any specified assessment shall be fixed in the Resolution authorizing such assessment.

Section 6. Paid Professional Manager. The Board of Directors of the Association may employ on such terms, including compensation, as the Board of Directors deems fair and reasonable, the services of a professional manager or managerial firm, to supervise all of the work, labor, services and materials required in the operation and maintenance of the Common Areas and in the discharge of the Association's duties throughout the community.

Section 7. Reserve Fund -- Separate Assessment of Owners Therefor. At the time of acquiring title to a Lot from the Developer, each Owner acquiring such title shall deposit with the Association a reserve fund payment in the sum of $100, to provide for a reserve fund for the obligations of the Association. Such reserve fund payment shall in no way be considered a prepayment of the annual assessment fee. Such reserve fund payments shall be used solely for the purposes specified in Section 3(b) above, as determined from time to time by resolution of the Board of Directors of the Association, after the cessation of the Class B membership of the Developer, as specified in Article II, Section 2 of this Declaration.

Section 8. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien, Remedies of Association. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title, unless expressly assumed by them.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the legal rate per annum, and the Association may bring legal action against the then Owner personally obligated to pay the same or may enforce or foreclose the lien against the Lot; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. This section shall not be amended as provided in Article IX, Section 1.

Section 10. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties dedicated or conveyed to a governmental body, district, agency or authority; (b) all Common Areas, as defined in Article I, Section 1, hereof. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V

Party Walls, Etc.

Section 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article V, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply to each party wall or similar item which is built as part of the original construction of the homes upon The Properties and any replacement thereof.

In the event that any portion of any structure, as originally constructed by the Developer, shall initially or subsequently as a result of settlement, shifting, etc., protrude over an adjoining Lot, such structure shall not be deemed to be an encroachment upon the adjoining Lot or Lots, and Owners shall

neither maintain any action for the removal thereof nor any action for damages. The existence of such protrusion shall be deemed equivalent to the grant of perpetual easements to the adjoining Owner or Owners for the continuing maintenance and use thereof. The foregoing shall also apply to any replacements of any structures if same are constructed in conformance with the original structures or party walls constructed by the Developer. The foregoing conditions ahall be perpetual in duration and shall not be subject to the provisions of this Declaration governing amendment of covenants and restrictions.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or similar item shall be shared equally by the Owners who make use thereof in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall or similar item is destroyed or damaged by fire or other casualty, any Owner who has used the same may restore it, and if the other Owners thereafter make use thereof, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

All risk insurance will be provided by the Association in the broadest coverage available. Blanket insurance in the amount of $1,000,000 will cover all Common Areas. Public liability will be provided with a limit of liability of $1,000,000 for each occurrence. This single limit of liability includes Bodily Injury Liability, Property Damage Liability and has been broadened to include Personal Injury Liability (coverage for libel, slander, defamation of character and invasion of privacy). The policy has an Inflation Guard endorsement which automatically increases the limit of liability for all of the building structures by one percent (1%) for each quarter. The blanket policy will have a ninety percent (90%) co-insurance clause. The limit of liability of approximately $15,000,000 is equal to the total value of the buildings in Phases I thru IV. Insurance shall be written in the name of the Association, and all losses shall be payable to the Association as Trustee.

In the event of destruction by fire or other casualty wherein approximately eighty percent (80%) of the structure is destroyed, or the damage exceeds eighty percent (80%) of the total value of the buildings erected on the site, the homeowners of record of eighty percent (80%) of the units may elect not to rebuild.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall or similar item to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Mediation. Any and all disputes arising out of or in connection with this Article shall first be mediated by the Board of Directors of the Association or a committee of three members designated by the Board. If such mediation is unsuccessful for a period of sixty (60) days following submission to the Board, the parties to such dispute shall be free to pursue their legal rights to resolve such dispute. The applicable statute of limitations shall be tolled during such mediation.

Section 7. This entire Article V shall not be amended as provided in Article IX, Section 1, to substantially impair the rights and obligations herein stated.

ARTICLE VI AMENDED 2014

Architectural Control

No building, fence, wall or other structure, and no change in topography, landscaping or any other item constructed by the Developer, shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration thereto including, without limitation, painting, be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee comprised of three or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within sixty days after complete plans and specifications have been submitted to it, the same shall be deemed approved, and this Article shall be deemed to have been fully complied with, provided, however, that no such failure to act shall be deemed an approval of any matter specifically prohibited by any other provision of this Declaration.

ARTICLE VII Amended 2014

Use of Property

Section 1. Uses and Structures. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one attached, single-family dwelling, patio and garage. No carport, or other accessory building may be erected. No dwelling or any part thereof shall be used for any purpose except as a private dwelling for one family, nor shall any bueiness of any kind be conducted therein, and without limiting the generality of the foregoing, no professional office shall be maintained on any Lot nothwithstanding that such use may conform with the applicable zoning ordinances and codes. No motor vehicle shall be parked or stored in any manner on any lot or portion of the Common Area, but private passenger-type pleasure automobiles only, registered and operable, may be parked in the designated parking areas. No business or trade of any kind or noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No boat, trailer, tent, shack or other structure shall be located, erected or used on any Lot or parking areas, roadway, and/or driveway, temporarily or permenantly, except Developer may select areas for storage of materials and equipment during the construction period.

The Developer reserves the right to complete the development of the entire area, utilizing such equipment and materials as shall be necessary to accomplish same.

Section 2. Alterations. No alteration or addition to or repainting of the exterior of any unit shall be made unless it shall conform in architecture, material and color to the dwelling as originally constructed by the Developer, and in accordance with Article VI of this Declaration.

Section 3. Signs. No sign of any kind shall be displayed to the public view on any dwelling or Lot, except a one-family name sign or not more then one hundred square inches. A temporary sign of not more than two square feet, advertising the property for sale or rent, may be displayed in a window only, and only after one year after the last dwelling constructed by the Developer or its successor is conveyed. No such sign shall be illuminated except by one-flashing white light emanating from within or on the sign itself and shielded from direct view, except Developer may install and maintain signs during the construction and selling stage.

Section 4. Drilling and Mining. No drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall wells, tanks, excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for any matter shall be erected, maintained or permitted upon any Lot, except wells and the installation of same for heating and cooling, and work necessary to complete said project.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two pets in the aggregate may be kept in any such dwelling or lot.

Section 6. Garbage and Rubbish. Garbage and rubbish shall not be dumped or allowed to remain on any Lot, but shall be deposited in sealed plastic bags in the receptacles provided in specified areas, in accordance with the regulations of the collecting agency and the Association.

Section 7. Laundry. Laundry poles, lines and the like outside of dwellings are prohibited, nor may laundry be hung in any manner whatsoever outside of the dwelling.

Section 8. Antennae. The Developer and the Association shall have the right to arrange for a cable (CATV) or community antenna television system. No individual radio, television or similar towers shall be erected or continued to be maintained on any Lot or attached to any dwelling.

Section 9. Fence. No fence, fabricated, growing or otherwise (other than those originally constructed by the Developer) shall be erected on any Lot or attached to the exterior of any dwelling, without the approval required by Article VI. Any such permitted fence shall be maintained by the Owner erecting the same, at his sole cost and expense.

Section 10. Additional Structures. No additional structure of any kind, permanent or temporary, shall be erected on any Lot, without the approval required by Article VI.

Section 11. Obstructions and Storage. There shall be no obstruction of the Common Areas, nor shall anything be stored in the Common Areas, without the prior written consent of the Board of Directors, except that Developer may select areas for storage materials during the construction period.

Section 12. Displays and Awnings. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a dwelling, and no awning or canopy shall be affixed to or placed upon the exterior walls or doors roof or any part thereof, or exposed on or at any window, without the approval required by Article VI.

Section 13. Plantings. No Owner or occupant (other than the Developer) shall plant or install any trees, bushes, shrubs or other plantings, or authorize the same to be done, on any portion of his Lot or any portion of the Common Areas, without the approval required by Article VI.

Section 14. Noise and Odors. Owners shall not cause or permit any unusual or objectionable noise or odors to emanate from their dwellings.

Section 15. Visibility at Intersections. No hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any Lot within the triangular area formed by the street lines and a line connecting them at points thirty feet from the intersection of the street lines. The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. This section shall not apply to grades, slopes and other formations of the terrain, whether natural or created by the Developer, and shall not oblige the Developer to maintain any original landscaping to insure compliance herewith.

Section 16. Easements.

(a) Perpetual easements affecting The Properties for the installation and maintenance of sewer, water, gas, electric, telephone, cable (CATV) or community antenna television system, drainage, irrigation systems and other similar facilities, for the benefit of the owners, adjoining land owners, the Association and/or the municipality and/or municipal agency or private utility company ultimately owning or operating such facilities are reserved as may be required to accomplish these purposes. No building or structure shall be erected within the easement areas occupied by such facilities.

(b) Perpetual easements for the construction, paving, maintenance, repair and replacement of walkways for pedestrian use, if any, are hereby reserved in and over each Lot for the exclusive benefit of the Association, its Members, their invitees and licensees.

(c) Owners shall have a right of ingress and egress to the nearest public highway over and through all Common Areas, including, but not limited to, private roads, streets and walkways, and driveways, but only to the extent reasonably required for access.

Section 17. This entire Article VII shall not be amended as provided for in Article IX, Section 1, except to clarify the restrictions herein contained or to create additional restrictions.

ARTICLE VIII AMENDED 2014

Exterior Maintenance

Section 1. Exterior Maintenance. The Association shall provide exterior maintenance upon each Lot which is subject to assessment under this Article VIII hereof as follows: to maintain, repair, reconstruct, replace and preserve, on a non-profit basis, the exterior of the homes constructed, for the purpose of preserving the exterior appearance and configurations of said Lots and homes, including, but not limited, to, all exterior (outside) walls, including window casements (excluding, nevertheless, all glass replacement or breakage and window screens), exterior chimney and exterior doors (excluding, nevertheless, storm and screen doors), roof, fascia and exterior trim, grasses and other exterior improvements, excluding, however, walks, patio areas, private areas, and/or decks. The Association shall have the obligation to keep the driveways and walkways reasonably clear of snow and ice and shall provide for the collection of garbage and trash. There shall be no obligation on the part of the Association to maintain, repair, reconstruct, replace or preserve any part of the interior of any home or any fixtures or mechanical system (including but not limited to, heating, including chimney, lighting, plumbing, air conditioning) for any Owner. The above obligation shall not include any maintenance, repairs or replacements caused by fire or other casualty to a home, except as provided under Article V, Section 3.

In the event that the need for maintenance or repair is caused through the willful act of the Owner, his family, or tenants or guests, or invitees, and not covered nor paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot Owner is subject.

Commencing July 1, 1985, the Association shall be responsible to provide such exterior maintenance on each Lot at its sole cost and expense upon the sale by the Developer of such Lot.

Section 2. Disrepair of Lots. In the event the Owner of any Lot in The Properties shall fail to maintain the premises and the improvements situated thereon in a manner reasonably satisfactory to the Board of Directors of the Association, upon direction of the Board of Directors, it shall have the right, through its agents and employees, after reasonable written notice to the Owner, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such work shall be borne solely by such Lot and shall be added to and become part of the assessment to which such Lot is subject.

Section 3. Access at Reasonable Hours. For the purpose of performing its functions under this or any other Article of the Declaration, and to make necessary surveys in connection therewith, the Association, through its duly authorized agents and employees shall have the right to enter upon any Lot at reasonable hours, on any day except Sundays and religious holidays, on reasonable prior notice.

Section 4. This entire Article shall not be amended as provided for in Article IX, Section 1, except to clarify any matter or to enlarge the scope of the Association's obligations.

ARTICLE IX AMENDED 2014

General Provisions

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration are real covenants and shall run with and bind the land forever, and shall inure to the benefit of and be enforceable by the Association, the Developer and the Owner of any land subject to this Declaration, their respective heirs, successors and assigns. Except as hereinbefore specifically prohibited, these covenants and restrictions may be amended but not nullified by an instrument signed by the then Owners of 75% of the Lots, and duly recorded, agreeing to change said covenants and restrictions, in whole or in part; provided, however, that no such amendment shall be effective, unless written notice of the proposed amendment is sent to every Owner at least ninety days in advance of any action taken. On and after July 1, 1998, amendments shall require the approval and signatures of only two-thirds of the then Owners.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. All notices to the Association shall be via certified mail, return receipt requested.

Section 3. Enforcement. The Association, the Developer (whether or not owning any Lots) and any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, or failing to pay any assessment, to restrain violations, to require specific performance and/or to recover damages, and against the land to enforce any lien created by these covenants. Primary right to bring suit hereunder is vested in the Association and no action or proceeding shall be commenced by any other party in interest without such party first having notified the Board of Directors of the Association of the matter in question and having allowed the Board sixty days within which to commence the requested legal proceeding. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All expenses of enforcement, including without limitation, interest, costs and reasonable attorneys' fees, shall be specifically chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien thereon, collectible

immediately and in the same manner as assessments hereunder.

IN WITNESS WHEREOF, the undersigned Developer has duly executed this Declaration on the day and year first above written.

ERIE VILLAGE, INC.

By: _____
Earl L. Oot, President