

DESCRIPTION OF COMMON AREA  
PHASES 1A, 1B, 2, 3 and 4  
ERIE VILLAGE HOMEOWNERS  
ASSOCIATION, LTD.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Marlius, County of Onondaga and State of New York, being part of Lot 53 & 54 in said Town and being more specifically described as follows:

PHASE 2 & PHASE 4

Beginning at a point in the centerline of N. Burdick Street North 3 -31'-35" East a distance of 816.0 feet and North 5 -31'-55" East a distance of 33.78 feet measured along said centerline from the intersection of said centerline with the centerline of Bowman Road, running thence North 5 -31'-55" East a distance of 60.02 feet along the centerline of North Burdick Street to a point, thence South 86 -00'-35" East a distance of 242.80 feet to a point, thence North 5 -31'-35" East a distance of 321.71 feet to a point, thence South 86 -15'-06" East a distance of 730.0 feet to a point, thence South 14 -58'-15" West a distance of 384.34 feet to a point in a line of curve, thence Easterly and Northerly on a curve to the left with a radius of 630.0 feet a distance of 130.0 feet to a point, thence South 13 -19'-52" West a distance of 238.24 feet to a point, thence South 76 -31'-35" West a distance of 360.0 feet to a point, thence North 86 -28'-25" West a distance of 430.0 feet to a point, thence North 3 -31'-35" East a distance of 150.0 feet to a point, thence South 86 -15'-06" East a distance of 185.0 feet to a point, thence North 3 -31'-35" East a distance of 160.0 feet to a point, thence North 86 -15'-06" West a distance of 168.01 feet to a point, thence North 5 -31'-35" East a distance of 34.0 feet to a point, thence North 86 -00'-35" West a distance of 242.80 feet to a point in the centerline of North Burdick Street and the place of beginning.

Containing 10.1058 Acres of land more or less, exclusive of roadways.  
Subject to any easements and restrictions of record.

PHASE 1A, PHASE 1B AND PHASE 3

Beginning at a point in the centerline of North Burdick Street South 4 -59'-25" West a distance of 440.0 feet measured along said centerline from the intersection of said centerline with the centerline of Bowman Road, running thence South 85 -00'-35" East a distance of 515.0 feet to a point of curve, thence on a curve to the left with a radius of 470.0 feet a distance of 483.98 feet to a point of tangent, thence North 35 -59'-25" East a distance of 250.0 feet to a point, thence South 46 -00'-35" East a distance of 270.59 feet to a point, thence South 11 -19'-10" West a distance of 350.0 feet to a point, thence South 47 -40'-50" East a distance of 250.0 feet to a point, thence South 11 -19'-10" West a distance of 170.0 feet to a point, thence South 51 -07'-52" West a distance of 264.85 feet to a point, thence South 32 -54'-52" West a distance of 300.0 feet to a point, thence North 65 -35'-17" West a distance of 853.31 feet to a point, thence North 47 -54'-52" East a distance of 500.0 feet to a point, thence North 22 -00'-35" West a distance of 120.0 feet to a point, thence North 85 -00'-35" West a distance of 515.0 feet to a point in the centerline of N. Burdick Street, thence North 4 -59'-25" East a distance of 60.0 feet along the centerline of North Burdick Street to the place of beginning.

Containing 15.9246 Acres of land more or less, exclusive of roadways.  
Subject to any easements and restrictions of record.

EXCLUDING THEREFROM Units 39 thru 58 and 77 thru 83 in Phase 1A;  
Units 1 thru 4 in Phase 1B; Units 417 thru 440 and Units 459 thru 478  
in Phase 2; Units 5 thru 38 in Phase 3, and Units 441 thru 458 and  
Units 479 thru 500 in Phase 4.

EXHIBIT D

MANAGEMENT AGREEMENT

THIS AGREEMENT, made the 15th day of November, 1983, by and between ERIE VILLAGE, INC., hereinafter called Management Agent, and ERIE VILLAGE HOMEOWNERS ASSOCIATION, LTD., hereinafter called the Association.

W I T N E S S E T H:

WHEREAS, the Management Agent is also the Sponsor and the builder of the area known as Erie Village and hereafter it is to be in the best interest of the Managing Agent, Sponsor and the Association that provision be made for the orderly management, care and maintenance of the common areas, and

WHEREAS, the parties to this agreement desire that the Managing Agent carry out certain work and services and further provide such necessary supervision, management and control as may be found necessary to carry out the terms and requirements of the Association.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, it is agreed as follows:

1. The Managing Agent agrees to manage, maintain, and operate the common areas including but not limited to the following duties: a) Agrees to bill and collect common charges; b) Hire and discharge employees necessary to carry out the foregoing; c) Supervise all repairs, maintenance and alterations; d) Purchase all necessary supplies and materials; e) Maintain the Association's books, bank accounts and records; f) Attend meetings of the Board of Directors, cluster home owner groups; g) Engage contractors for maintenance, replacements and repairs of common areas; h) Provide an annual balance sheet together with a profit and loss statement to the Association and its members. This profit and loss statement and balance sheet shall be prepared by a certified public accountant at the Association's expense.

The Managing Agent further agrees to provide extra maintenance for each cluster house which is subject to assessment by the Homeowners Association and inclusive of but not limited to repairs, replacements, grass, walks, shrubs, and other exterior improvements. Exterior improvements shall not include glass surfaces, screens, screen doors, exterior doors, windows, fixtures, or patios.

This agreement may be terminated by the Association after a vote of 60% of the votes of each class of the members of the


Association, who are voting in person or by proxy at a meeting wherein a quorum, as defined by Article IV, Section 5 of the homeowners declaration, is present. The Managing Agent may terminate this agreement upon giving a ninety (90) day advance written notice of its desire to terminate this agreement, provided, however, that the Managing Agent hereby agrees to continue all management duties for such period of time until all buildings have been constructed within Erie Village.

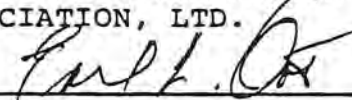
This agreement may not be terminated by the Association unless and until ninety (90) days advance notice has been given, and then and only then in the event that all buildings have been constructed within Erie Village. The Managing Agent is hereby authorized to make all deposits and withdrawals from the bank account maintained by Erie Village with the purpose of carrying out the Managing Agent's duties as set forth in this agreement.

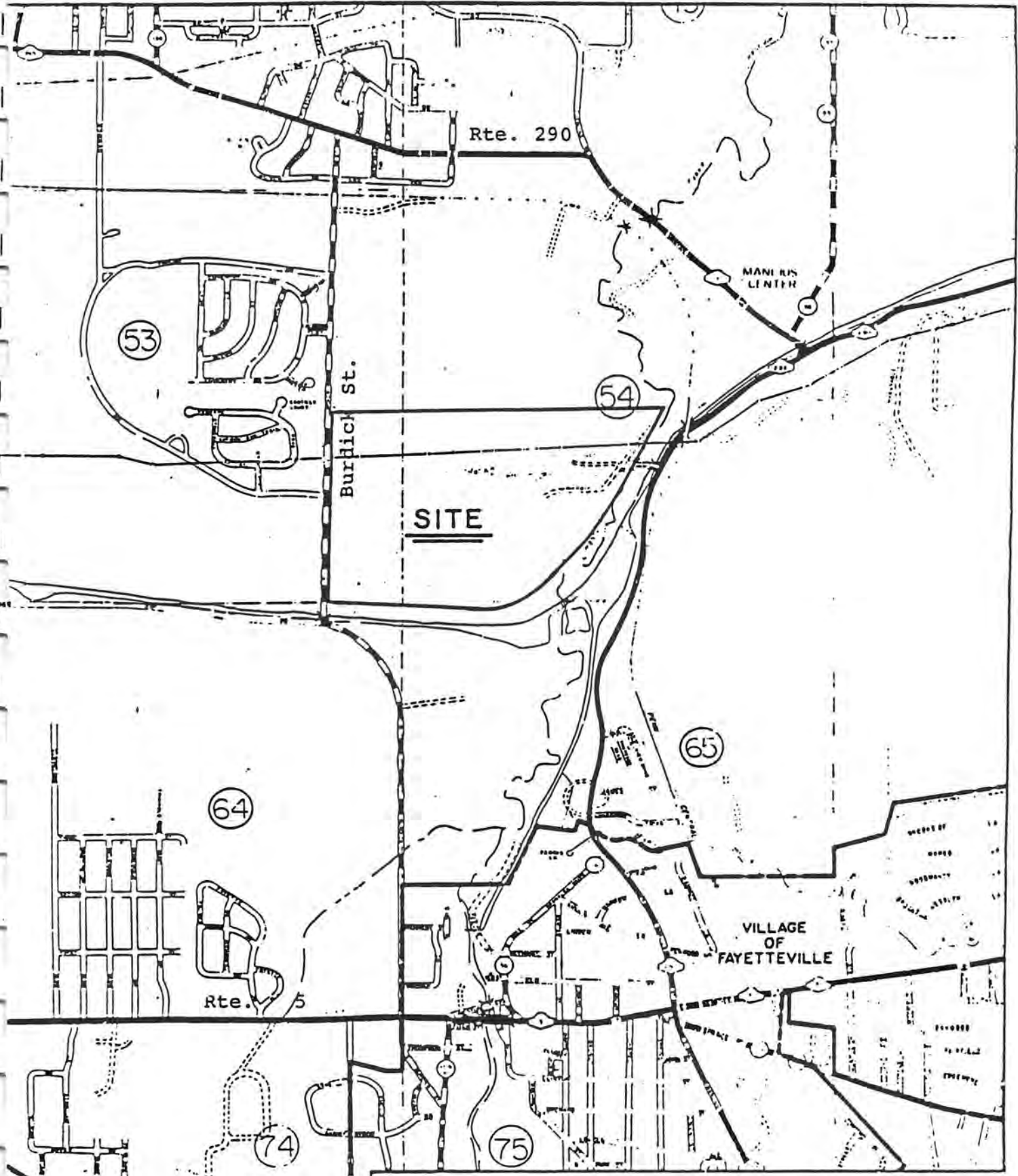
Said monies as so deposited shall be treated as trust funds and shall be withdrawn by the Managing Agent only for the purpose of defraying costs and expenses for the areas within Erie Village. The Managing Agent may invest any unused funds which are not reasonably needed for the aforementioned purposes in interest bearing accounts or certificates of deposit provided that at all times the aforementioned funds shall be treated as trust funds and used only for the purpose of defraying costs and expenses pertinent to Erie Village. The Managing Agent shall collect from the members of the Association all annual and special charges and assessments levied by the Association, including but not limited to, the bringing of any necessary legal proceedings in connection therewith. The Managing Agent agrees to furnish the Association with a monthly list of all delinquent accounts.

The Association agrees to pay the Managing Agent the annual sum of \$1,200.00 , payable in advance in equal monthly installments of \$100.00 , commencing on January 1, 1985

The term of this agreement shall be from January 1, 1985 until December 31, 1987 , unless sooner terminated as herein provided.

ERIE VILLAGE, INC.  
By: 

ERIE VILLAGE HOMEOWNERS  
ASSOCIATION, LTD.  
By: 



SITE

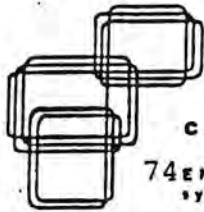
Burhich St.

Rte. 290

MANUS LENTER

VILLAGE OF FAYETTEVILLE

Rte. 5



c. william dunn P.E.  
74 ENVIRONMENTAL ENGINEERING  
SYRACUSE, NEW YORK

LOCATION PLAN

SCALE:  
1" = 2000'



4. SELECTIONS: In cases where Purchaser is given a right of selection, same shall be made from Seller's samples within ten (10) days of written notice and if Purchaser fails to comply, Seller's selections shall be final. Purchaser's right of selection shall not apply to items already installed or in production.

5. NOT INCLUDED: Except as specifically included in Paragraph 3, all items displayed in or about the models and model homesite are for exhibit purposes only and are not included in this sale. Without limitation, the following are excluded unless specifically included above as an optional extra: (a) wallpaper, (b) storm doors, (c) door screens, (d) washing machine, (e) dryer, (f) fences, (g) furniture, furnishings, mirrors, drapes and window coverings, (h) interior and exterior lighting fixtures, except wall light.

6. PURCHASE PRICE: The price is \$ \_\_\_\_\_ payable as follows: \$ \_\_\_\_\_ on the signing of this contract, the receipt whereof is hereby acknowledged (if by check, subject to collection); \$ \_\_\_\_\_ upon delivery of deed, by cash, good certified check, bank check and/or the proceeds of the mortgage loan.

7. MORTGAGE: (a) Purchaser shall make proper and truthful application to lending institution designated or approved by Seller and promptly furnish verification of bank accounts and employment and any other instruments or information required in processing a contract. Failure to comply with any of the foregoing shall be a material breach of this contract; (b) the loan shall be secured by a conventional first mortgage in the amount of \$ \_\_\_\_\_, to run for a period of \_\_\_\_\_ years, and to bear interest at the rate of \_\_\_\_\_ percent per annum or at the maximum legal interest rate permitted at the time of closing title, and to contain such privilege of prepayment as may be required by law. This purchase offer shall be null and void on and after ninety (90) days from date in the event a mortgage commitment is not obtained from a lending institution and a written copy of said commitment is given to sponsors. If the loan is approved in a reduced amount and the reduction is not more than \$1,000, Purchaser shall accept same and shall pay the difference at title closing so that the purchase price will not vary; (c) The mortgage shall be payable in monthly installments which shall include amortization of principal, interest, taxes, fire and other hazard insurance premiums, mortgage insurance premiums, if any, and such other items as may be required by the lending institution. The mortgage payments may also include the common charges, fees and assessments payable to Erie Lake Homeowners Association, Ltd. Purchaser shall execute the bond, mortgage and all other instruments required by the lending institution, and if this contract is executed by one individual, Purchaser agrees to obtain the execution by his or her spouse, if any, of all such instruments; (d) if Purchaser has complied with his obligations but the lending institution does not approve the mortgage loan application, the down payment shall be returned to Purchaser, whereupon this contract shall be null and void

and neither party shall have any further rights or liabilities as against the other, except that Seller reserves the right on reasonable notice to grant the mortgage loan itself on the same terms and conditions.

8. CLOSING PAYMENTS: (a) Purchaser shall pay the costs, fees, charges and expenses of title examination and policy to insure the mortgagee, mortgagee's attorney's fees, if any, for preparation of mortgage instruments and closing, mortgage, taxes, recording fees of the mortgage instruments, survey (print to be delivered to Purchaser), and other charges by the lending institution for services actually rendered for inspection, appraisal and credit approval. (b) Purchaser shall pay Seller the apportioned amounts found to be due at title closing for (1) taxes on lien year basis; (2) common charges, fees and assessments of the Erie Lake Homeowners Association, Ltd., and (3) insurance premiums on policies obtained by Seller, which policies shall be transferred to Purchaser. If the premises are affected by a special assessment concerning any matter which Seller is Obligated to provide, then all installments, whether due and payable before or after delivery of deed, shall be paid by Seller at closing without apportionment to Purchaser. (c) Purchaser shall make the required deposits with the lending institution for future payments of taxes and insurance premiums, and, if collected by the lending institution, for common charges, fees and assessments of the Homeowners Association. (d) Purchaser shall also make the following additional payments at title closing: Reserve fund payment of \$100 to Erie Lake Homeowners Association, Ltd. (e) Purchaser understands that title insurance to protect his interest in the property may be purchased, at his option, from the title company at additional cost.

9. TITLE: Purchaser shall accept a marketable title such as Seller's title company will insure. The deed shall be a warranty deed with lien covenant so as to convey premises to Purchaser in fee simple, free of all encumbrances except as herein stated, the Seller shall pay for transfer tax stamps to be affixed thereto. The deed shall contain the covenant required by Section 13(5) of the Lien Law, and shall grant sufficient easements for ingress and egress. This Agreement is made, and title to the premises shall be conveyed, subject to (a) ordinances and regulations of competent municipal or other governmental authorities, (b) easements for screening and planting and for sewer, water, gas, fuel line, drainage, electric, CATV, telephone and other similar utilities, if any, granted or to be granted, (c) covenants, agreements, declarations, and restrictions of record affecting the premises, provided same do not prohibit the erection and maintenance of the structures herein, (d) the rights of others to use of common walks, walls, areas and the like, (e) any state of facts an accurate survey may show, provided title is not rendered unmarketable thereby, (f) encroachments of stoops, areaways, steps, trim and cornices, if any, and (g) unpaid taxes or liens, provided the title company shall insure against collection of same from the premises. Title to streets and road widenings is reserved by seller to the Erie Village Homeowners Association, Ltd., and for granting of easements for utilities.

10. HOMEOWNERS ASSOCIATION: The Seller has exhibited and delivered to the Purchaser and Purchaser has read and agrees to be bound by the proposed Declaration of Covenants, Restrictions, Easements, Charges and Liens, By-Laws and Offering Plan of the Association (and the Exhibits attached thereto), as the same may from time to time be amended, all of which are incorporated by reference and made a part of this agreement with the same force and effect as if set forth in full herein. With the purchase of his home, the Purchaser acknowledges that he will automatically thereby become a member of the Association, subject to its rules and regulations and liable for its assessments. Pursuant to Regulation, this Agreement is being executed more than 72 business hours after the receipt by the Purchaser of a copy of the Offering Plan.

11. SUBORDINATION: Purchaser agrees that all terms and provisions of this contract are and shall be subject and subordinate to the lien of any building loan mortgage heretofore or hereafter made, and any advances heretofore or hereafter made thereon, and any payments or expenses heretofore or hereafter made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances, payments and expenses are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments.

12. TERMINATION: If for any cause beyond its reasonable control, Seller is unable to deliver the premises in accordance with the provisions of this contract, including without limitation, the inability of Seller to obtain materials from its usual suppliers or to use same for this construction, whether resulting from government restrictions, strikes, lockouts, war, national emergency or any other cause beyond its reasonable control, then, in any such event, Seller's sole liability shall be limited to the return of Purchaser's down payment and the net bulk rate cost of title examination actually charged to Purchaser, and upon the return of said sums, this contract shall be null and void and neither party shall have any further rights or liabilities as against the other. Purchaser's down payment and the net bulk rate cost of title examination, as aforesaid, are hereby made liens against the premises but such liens shall terminate upon any default by Purchaser. If Purchaser defaults or becomes unwilling or unable to complete this transaction in accordance with the provisions of this contract, and Seller is not in default, then upon five (5) days written notice, Seller may cancel this contract. Upon such cancellation Seller may, at its option, either (a) retain Purchaser's down payment and all sums paid to Seller for additional work not specified herein, as liquidated damages and not as penalty and in consideration for which Seller shall waive all other rights and remedies it might otherwise have, including, without limitation, the right to specific performance, or (b) avail itself of any and

all legal or equitable rights and remedies it may have as a result of Purchaser's default, including, without limitation, the right to specific performance. All of the foregoing shall apply irrespective of whether construction has commenced and regardless of any sale of the property subsequent to Purchaser's default.

13. POSSESSION: No work shall be installed, supplied or performed by any person not employed by or under contract to Seller, and Purchaser shall in no event take possession of the premises prior to title closing. If Purchaser violates this paragraph, Seller shall have the right to dispossess him from the premises by Summary Proceeding but such proceedings shall not constitute a waiver by Seller of any other rights or remedies it may have at law or in equity by reason of the breach. Seller assumes the risk of loss or damage to the premises by fire or other causes until delivery of the deed, provided Purchaser complies with this paragraph.

14. CLOSING: Closing of title shall occur at Seller's office or at an office designated by lending institution at 10:00 A.M. on or about \_\_\_\_\_, 19\_\_\_\_, or at another date and time designated by Seller upon five (5) days written notice mailed to Purchaser. If all necessary reports and approvals have not been obtained by the date set for the closing of title, then title closing may be adjourned by Seller to a date not beyond one (1) month after said dwelling shall be ready for occupancy and all necessary reports, approvals and instruments shall have been issued. Seller will deliver at or after closing of title such appropriate certificates covering occupancy and electrical installation. In the event the dwelling is not completed on the date set by Seller for closing of title, same shall, either by appropriate escrow arrangement, or by letter-agreement to survive title closing, agree to complete any open items within sixty (60) days after closing, weather and circumstances permitting.

15. GUARANTEE: Seller guarantees the plumbing, heating and roofing against defective workmanship and materials for a period of one (1) year from the date of closing of title or of Purchaser's occupancy, whichever first occurs. Seller's liability is expressly limited to correcting the defect and the Seller shall not be liable for consequential or other damage. These guarantees are specifically limited to the named Purchaser only and are not transferable; are expressly in lieu of any other guarantee or warranty, express or implied, including any warranty or merchantability; shall survive delivery of the deed without the necessity for the execution of any further instrument; and shall be void if Purchaser misuses, abuses or otherwise interferes with or changes Seller's original construction or installations.

16. GENERAL: This writing states the entire agreement and neither party is relying upon any statement or matter, whether oral, written, visual or otherwise, not specifically contained herein. This contract may not be modified, nor may any provision be waived, except by a similarly executed written instrument. Purchaser shall not record this contract nor assign same or any of his rights here-

under. Seller's obligations hereunder may be assumed by an assignee in complete substitution to Seller. The word "Purchaser" and the pronouns therefor as used herein shall be construed as masculine, feminine or neuter, or in the singular or plural, as the sense requires. The captions are for convenience only and in no way affect, define or limit the scope of any part of this Agreement. Delivery or acceptance of the deed shall constitute full compliance with all of Seller's obligations hereunder, except as to those matters contained in a written agreement which by its terms survives title closing. None of the terms hereof, except those specifically made to survive title closing, or relating to matters to be performed subsequent thereto, shall survive such closing. Trial by jury in any action, proceeding or counterclaim arising out of this Agreement or in any way connected with this sale is waived by both parties. This Agreement shall bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, and lawful assigns.

17. TRUST FUNDS: The Seller will hold all down payment monies received directly or through its agents or employees hereunder in trust until the closing of title. Such funds will be held as trust funds pursuant to Section 352(h) and Section 352(e)(2)b of the General Business Law, in a special account entitled, "The Erie Lake Special Account" or similar name in The Merchants Bank, Syracuse, New York. The signature of \_\_\_\_\_ as attorney for Seller, shall be required to withdraw any of such funds. Such funds will be payable to the Seller upon the closing of title to the Home covered by this purchase agreement. In the event of a default by the Purchaser under this purchase agreement, which default continues for 30 days after written notice of such default from the Seller to the Purchaser, the down payment may be released to a maximum of 10% plus the cost of any extras or custom work ordered, to the Seller from such account as liquidated damages and thereafter neither party shall have any rights or obligations against or to the other.

THE ATTORNEY REPRESENTING THE SELLER OR ANY LENDER REPRESENTS SUCH PARTIES ONLY AND NOT THE PURCHASER. THEREFORE, THE PURCHASER MAY RETAIN INDEPENDENT COUNSEL AT HIS OWN EXPENSE IN ORDER TO PROTECT HIS INTERESTS.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written, it being understood that this Agreement shall not be binding on Seller unless and until one of the Sellers has signed below.

\_\_\_\_\_  
Purchaser

ERIE VILLAGE, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Purchaser

EXHIBIT H

SAMPLE  
DEED

THIS INDENTURE, made the        day of        , 19    ,  
between ERIE VILLAGE, INC., a corporation organized under the laws  
of the State of New York, with its principal office at North  
Burdick Street, East Syracuse, New York, party of the first part  
and  
residing at  
party of the second part,

W I T N E S S E T H:

That the party of the first part, in consideration of the sum of  
Ten Dollars (\$10.00) lawful money of the United States and other good  
and valuable consideration, paid by the party of the second part, does  
hereby grant and release unto the party of the second part, the heirs  
or successors and assigns of the party of the second part, forever,

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, with the buildings  
and improvements thereon, situate, lying and being in the Town of  
Manlius, County of Onondaga and State of New York, and more particu-  
larly described on Exhibit A attached hereto and made a part hereof.

Subject to covenants, restrictions, reservations and easements  
of record.

AND together with the benefits and subject to the burdens,  
convenants, restrictions, by-laws, rules, regulations and easements,  
all as set forth in the Declaration of Covenants, Restrictions,  
Easements, Charges and Liens made by the party of the first part  
dated        , 198    , and recorded in the Office of the  
Clerk of Onondaga County on the        day of        , 198    , in  
Liber        of Deeds at Page        .

SUBJECT TO and together with mutual easements with adjacent  
homes for support and maintenance of common party walls, and appur-  
tenant support joists and beams.

TO HAVE AND TO HOLD the premises herein granted unto the party  
of the second part, the heirs or successors and assigns of the party  
of the second part, forever.

AND the party of the first part covenants that the party of the  
first part has not done or suffered anything whereby the saie  
premises have been encumbered in any way whatever, except as afore-  
said.

AND, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement before using any part of the total of the same for any other purposes.

This conveyance has been made in the regular course of business actually conducted by the party of the first part.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

ERIE VILLAGE, INC.

By: \_\_\_\_\_  
Earl L. Oot, President

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss:

On this        day of        , 198    , before me personally came EARL L. OOT, to me known, who, being by me duly sworn, did depose and say that he resides in Fayetteville, New York; that he is the President of ERIE VILLAGE, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

EXHIBIT I

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPAL

Department of Law  
State of New York  
2 World Trade Center  
New York, New York 10047

Attn: Real Estate Financing Bureau

Re: Erie Village Homeowners Association, Ltd.  
5912 North Burdick Street  
East Syracuse, New York

We are the sponsor and the principals\* of sponsor of the offering to sell membership interest in the subject Homeowners Association.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for making this certification. We jointly and severally certify that the offering plan does, and that all documents submitted hereafter by us which amend or supplement the offering plan will:

- (1) set forth the detailed terms of the transaction and be complete, current and accurate;
- (2) afford potential investors, purchasers and participants an adequate basis upon which to fund their judgment;
- (3) not omit any material fact;

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\*"Principals" means all individual sponsors, all general partners of sponsors that are partnerships, all officers, directors and shareholders of a corporate sponsor that are actively involved in the planning and consummation of the offering, and all other individuals who both own an interest in or control sponsor and actively participate in the planning and consummation of the offering, regardless of the form of organization of the sponsor.

- (4) not contain any untrue statement of a material fact;
- (5) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;
- (6) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (7) not contain any representation or statement which is false, where we: (i) knew the truth; (ii) with reasonable effort could have known the truth; (iii) made no reasonable effort to ascertain the truth; or (iv) did not have knowledge concerning the representations or statements made.

We certify that the roads and sewers when constructed, will satisfy all State and local construction requirements.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and the Penal Law.

ERIE VILLAGE, INC.  
 By: Earl L. Oot  
 Earl L. Oot, President

Earl L. Oot  
 Earl L. Oot, Principal

Leo E. Oot  
 Leo E. Oot, Principal

Donald R. Oot  
 Donald R. Oot, Principal

Robert V. Oot  
 Robert V. Oot, Principal

Sworn to before me this  
 2nd day of February, 1984.

\_\_\_\_\_  
 Notary Public

PATRICIA M. BREYER No. 34-3757025  
 Notary Public, State of New York  
 Qualified in Onondaga County  
 My Commission Expires March 30 19 \_\_\_\_\_



**c. william dunn P.E.**

**ENVIRONMENTAL ENGINEERING**  
314 EAST SENECA STREET  
MANLIUS, NEW YORK 13104  
(315) 682 - 8515

CERTIFICATION OF SPONSOR'S ENGINEER

Department of Law  
State of New York  
2 World Trade Center  
New York, New York 10047

Re: Erie Village Residential Subdivision  
Manlius, New York

The sponsor of the captioned offering plan for a homeowners association retained our firm to prepare a report describing the property when constructed (the "Report"). We prepared the Report dated June 27, 1983, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 22 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. We certify the Report does:

- (i) set forth in narrative form the significant elements of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;
- (ii) in our opinion afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, or suppression;

- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) not contain any representation or statement which is false, where we:
  - (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

By C. William Dunn  
C. William Dunn, P.E.

Sworn to before me this 5<sup>th</sup> day  
of July, 1983.

Marie Jane Garcia  
Notary Public

NOTARY PUBLIC  
STATE OF CALIFORNIA  
My Commission Expires March 30, 1984

EXHIBIT K



**c. william dunn P.E.**

**ENVIRONMENTAL ENGINEERING**  
314 EAST SENECA STREET  
MANLIUS, NEW YORK 13104  
(315) 682 - 8515

REPORT ON

ERIE VILLAGE RESIDENTIAL SUBDIVISION

1. GENERAL

This report was authorized by Oot Bros., Inc. for the purpose of presenting a description of the proposed subdivision in compliance with Section 22.7 as it relates to Art. 9A of the Real Property Law. This report describes all physical features exclusive of the dwelling units.

2. LOCATION

The site is located one mile north of N.Y.S. Route 5 along the east side of North Burdick Street. The site is bounded on the west by North Burdick Street, on the east more or less by Limestone Creek, the southern boundary parallels the Old Erie Canal and a few hundred feet north thereof and the north is straight property line east-west from North Burdick Street to the east of Limestone Creek. There is no predominate physical feature to define the north boundary.

The land is flat and had, before current construction activities, little noteworthy vegetation other than some trees along the south boundary, most of which will be preserved. A 35 acre lake is currently being formed by excavating material that is being used to fill the adjacent land. See the accompanying location plan for location and details of neighboring roads and communities.

3. DEVELOPMENT PLAN

The subdivision will be constructed on 210 acres of land. The lake and other waterways will cover 49.5 acres; recreational areas and open land will extend over 67 acres. The remaining 93.5 acres left in the entire site will be developed to include roadways, utilities and attached housing units.

The initial phase of development will include sections 1 thru 4 along the west side of the site. This phase consists of 26.6 acres of land upon which will be developed 149 of the attached or clustered housing units. Phases 5 thru 14 will be developed in the near future as the new units are absorbed by the housing market. All buildings are for residential purposes.

#### 4. STREETS AND DRAINAGE

The initial phases 1 thru 4 will require the construction of 2,400 L.F. of streets and approximately 2,000 L.F. of private streets. The Town of Manlius streets will be built in accordance to town standards and turned over to the town after construction. The private streets will be 16 or 18 feet wide and be constructed of 12 inches compacted gravel, 2 inches of the asphalt binder course and 1½ inches of the asphalt top course. The driveways to the individual units will be 10 feet wide and similarly constructed. No curbs or gutters are included in the pavement section. The reason for permitting the drainage to run directly off the roadway and into roadside swales and thence into the established drainage ways is because the dwelling units are clustered and set back from the streets so that surface drainage can readily discharge between clusters to the major drainage ways that are incorporated in the plan as ponds. Catchbasins and short lengths of pipe are required in some locations to assure proper drainage in enclosed or entrapped areas.

The future phased development will include extensions of the Town street and satellite private streets radiating from this main road that will loop through the entire site. This initial phase will include one section of the Town street constructed from North Burdick Street through phases 2 & 4 and a second section of the Town street constructed from North Burdick Street serving phases 1 & 3. The two intersections to North Burdick Street are 1,350 feet apart.

There is a walkway system proposed in the common area that will wander through the site and provide access for the owners to the lake and recreation areas, as well as a trail for walking, jogging and biking. The walkway will be independent of the street system. It will be constructed of a 6 inch granular base with a fine stone surface and 5 feet in width.

The majority of the drainage system is located in the common area and consists of a primary drainageway that is made up of a series of ponds running along the west and north side of the site. They are designed to detain over 1,000,000 cubic feet of storm water to conform with a Town policy on detention in all subdivisions. This primary drainageway discharges into Limestone Creek. The secondary drainage system consists of the swales and catchbasin outfalls that carry storm runoff away from streets and the cluster units and discharges the majority of this water into the primary system. A small percentage of stormwater is discharged into the lake but this is being kept to a minimum to maintain its purity. The lake is 33 acres in size and is planned as an amenity to enhance the site and provide recreational opportunities such as swimming and boating. The lake shore adjacent to residential units will have a slope of 1 vertical to 4 horizontal for a distance of 36 feet from the high water mark. The main body of the lake will be approximately 25 feet deep. There has been \$1,000 allocated for maintenance of the lake and drainage ways for the first year.

## 5. SOILS AND FLOOD PLAIN

The soils in the area are generally a gravelly loam with lenses of sand and clay. It is a stable material in the presence of water and as it is placed in the filled areas it is compacted. The groundwater elevation is normally between 412 and 416 U.S.G.S. depending on the location in the site and the season of the year. The dwelling units will have no basements and all units in phases 1 through 4, the initial phases, will have a minimum first floor elevation of 423 U.S.G.S.

The dwelling unit sites are being filled to provide the above noted first floor elevations to assure that the units are above the 100 year flood elevation as defined by the Federal Emergency Management Agency. We have written assurance from FEMA that the limits of the 100 year flood plain will be modified to exclude this site. By this means no flood insurance will be required for the residences.

The load bearing capacity of the soils will be tested at building locations during the initial building construction period and at any future time that the soils appear unconsolidated. The finish grades will be above the groundwater as previously indicated and no problem is anticipated from seepage, mud slides, erosion or flooding. Open graded areas will be promptly seeded and shore lines will be stabilized with heavy stone fill to prevent erosion.

## 6. LANDSCAPING AND ENCLOSURES

The open land in the common areas throughout the development will be promptly seeded, fertilized and mulched with commercial products that will assure good results in re-establishing ground cover.

The landscape planting will generally be in close proximity to the clustered units and consist of deciduous and coniferous trees as well as shrubs and ground cover to properly enhance the settings of the dwelling units.

Some units will be constructed with patios that may include wooden fencing adjacent to the patio to improve the privacy in such areas.

## 7. UTILITIES

The following utilities will be supplied as noted:

Electricity -	Niagara Mohawk Power Corp.
Gas -	Niagara Mohawk Power Corp.
Telephone -	New York Telephone Company
Cable TV -	Newchannels Cable TV
Water -	Onondaga County Water Authority
Sanitary Sewers-	Constructed by the developer and deeded to the Town of Manlius
Fire Pro- tection	SAFE of Syracuse

#### 8. REFUSE DISPOSAL

The refuse disposal from the dwelling units in phases 1 thru 4 as well as the future phases will be by private contractors with a pick-up schedule of once a week. There will be dumpsters located in recreation areas where there may be a concentration of people.

All refuse will be ultimately disposed of at the Town of Manlius Solid Waste Refuse site on Bowman Road.

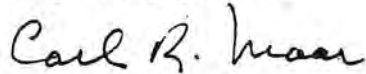
#### 9. PARKING

The parking areas will vary in size depending on the number of dwelling units intended to be served. The areas will be constructed with 8 inches of compacted gravel, 2 inches of asphalt binder course and one inch of asphalt top course. No attendants, lighting or fencing will be provided at the parking areas. The areas will be well drained with catchbasins and storm sewers in the larger areas and the smaller areas will drain off to adjacent swales and thence into the primary drainage system.

#### 10. BUILDINGS

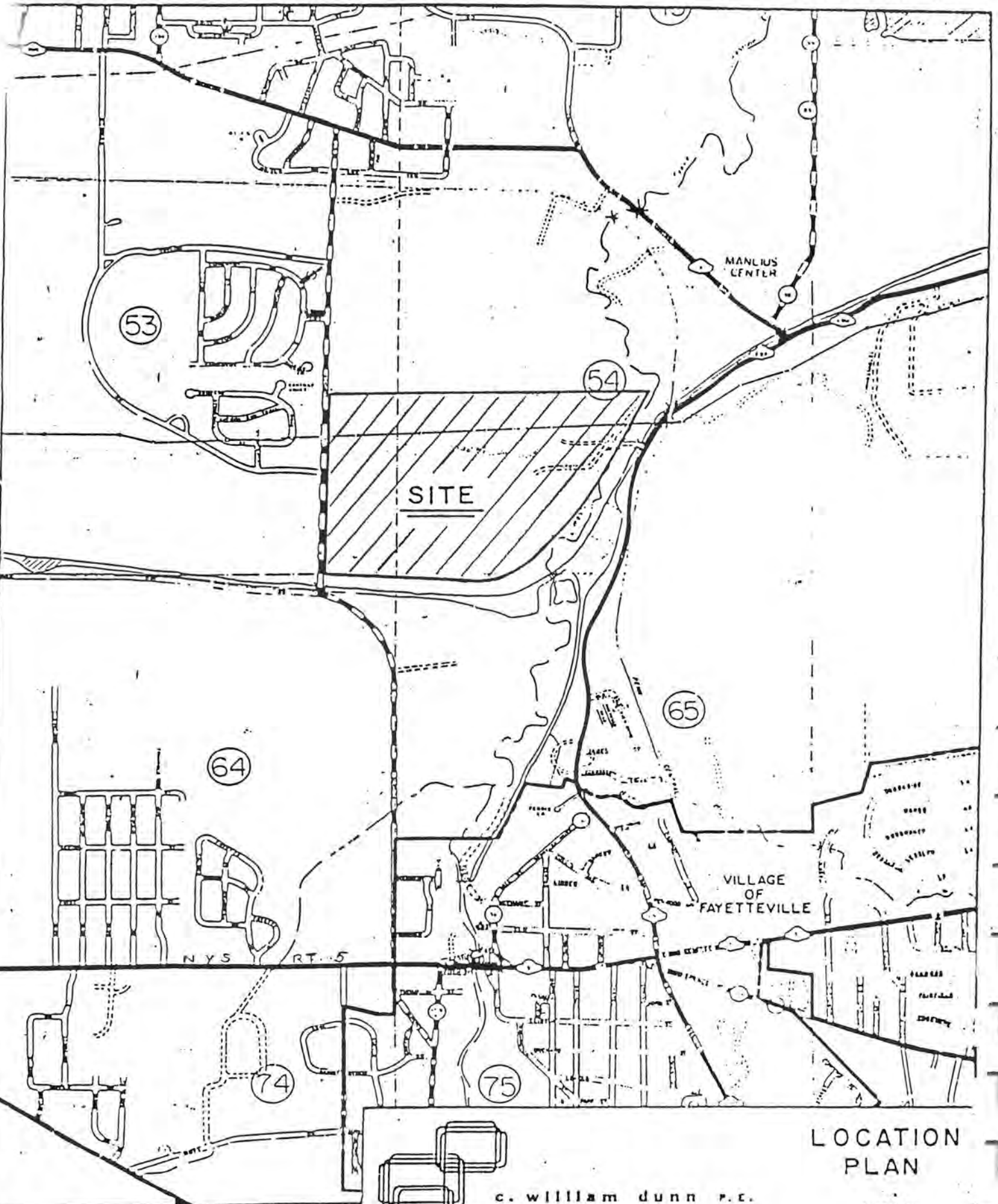
There are no buildings currently planned in the Home Owner's Association area. Therefore the remaining items regarding buildings do not apply.

Very truly yours,



Carl R. Maar, P.E.

CRM/cs

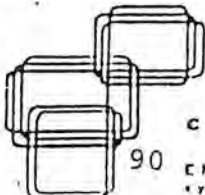


SITE

MANLIUS CENTER

VILLAGE OF FAYETTEVILLE

NYS RT. 5



LOCATION PLAN

c. william dunn P.E.  
90 ENVIRONMENTAL ENGINEERING  
SYRACUSE, NEW YORK

SCALE:  
1" = 2000'

# harry poushter contractors, inc.



*Builders*

2930 E. Genesee Street — Syracuse, N.Y. 13224

Tel. (315) 445-2555  
(315) 637-5511

Department of Law  
Two World Trade Center  
New York, New York 10047

Re: Erie Village Homeowners Association, Ltd.  
Town of Manlius, Onondaga County, New York

Gentlemen:

The sponsor of the Homeowners Association offering plan for the captioned property retained me to review Schedule A containing projections of receipts and expenses for the first year of Homeowners Association operation. My experience in this field includes houses constructed on scattered sites within the City of Syracuse and County of Onondaga. I was specifically involved in the development of Cedar Heights in the Town of Dewitt wherein I developed the project with sewer, water and roads, and built the houses on the lots as developed. I also built a considerable number of houses at Hickory Estates in the Village of Chittenango. I further constructed two medical buildings in the City of Syracuse. I have built and operated apartments in the City of Syracuse, and developed, built and administered Kimry Moor in the Town of Manlius, which comprises 84 units covered by an HOA. I am also involved in the Town of Manlius with the Gazebo project and The Commons in Dewitt. I have had experience in both construction, development and operation of this type of structure and HOA's.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 2 insofar as they are applicable to Schedule A.

I have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. I have relied on my experiences in building and operating both apartments and HOA's in the Town of Manlius, being the same town where the subject project is being built.

I certify that the projections in Schedule A appear reasonable and adequate under existing circumstances and projected income will be sufficient to meet the anticipated operating expenses for the proposed first year of operation as a Homeowners Association.

I certify that Schedule A:

1. sets forth in detail the terms of the transaction as it relates to the Schedule and is complete, current and accurate;
2. affords potential investors, purchasers and participants an adequate basis upon which to form their judgment concerning the first year of operation as a Homeowners Association;
3. does not omit any material fact;
4. does not contain any untrue statement of a material fact;
5. does not contain any fraud, deception, concealment, or suppression;
6. does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
7. does not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

Because of the possibility of unforeseen changes in the economy or increases or decreases in expenses of operation, my estimates are not intended to be taken as representations, guarantees or warranties of any kind whatsoever or as any assurance that the actual expenses or income of the Association may not vary from the amounts shown, or that the Board of Directors may not provide for reserves not reflected in such schedules or that the annual maintenance charges for any period may not vary from the amounts shown. Based upon current trends, it may be expected that such items as maintenance, electricity and related other expenses will increase in future years.

I have no beneficial interest in the sponsor or the sale of the units.

I understand that a copy of the Certification is intended to be incorporated into the offering plan.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that

violations are subject to the civil and criminal penalties of the General Business Law and the Penal Law.

Very truly yours,

*Harry Poushter*  
Harry Poushter

Sworn to before me this

*27th* day of January, 1984.

*Patricia M. Snyder*  
Notary Public

PATRICIA M. SNYDER No. 34-3757025  
Notary Public, State of New York  
Qualified in Onondaga County  
My Commission Expires March 30, 19 85

PHASE NO. #	NO. # UNITS	TOTAL BLDG. COVER	TOTAL LAND AREA	WALK AREA (6' WIDE)	DRIVE AREA	LAWN AREA	POND/LAKE AREA
1	31	69,100 sq. ft. 1.5 ACRES	400,752 # 9.2 ACRES	1360 L.F. 8160 #	33,325 # .76 ACRES	294,170 # 6.7 ACRES	87,120 2.0 ACRES
2	44	27,720 sq. ft. .6 ACRES	252,648 # 5.8 ACRES	506 L.F. 3036 #	37,400 # .85 ACRES	184,500 # 4.2 ACRES	0
3	34	71,400 sq. ft. 1.6 ACRES	287,500 # 6.6 ACRES	700 L.F. 4200 #	36,550 # .83 ACRES	175,350 # 4.0 ACRES	27,400 # .6 ACRES
4	40	25,200 sq. ft. .5 ACRES	217,800 # 5.0 ACRES	255 L.F. 1530 #	34,000 # .78 ACRES	157,070 # 3.6 ACRES	0
5	60	92,820 sq. ft. 2.1 ACRES	479,160 # 11.0 ACRES	840 L.F. 5040 #	65,450 # 1.5 ACRES	315,850 # 7.2 ACRES	45,050 # 1.0 ACRES
6	32	67,200 sq. ft. 1.5 ACRES	352,840 # 8.1 ACRES	720 L.F. 4320 #	34,400 # .78 ACRES	246,920 # 5.6 ACRES	108,600 # 2.5 ACRES
7	30	18,900 sq. ft. .4 ACRES	252,650 # 5.8 ACRES	780 L.F. 4680 #	25,500 # .58 ACRES	203,570 4.6 ACRES	27,800 # .6 ACRES
8	28	58,800 sq. ft. 1.3 ACRES	213,450 # 5.0 ACRES	1320 L.F. 7920 #	30,100 # .7 ACRES	116,630 # 2.6 ACRES	104,700 # 2.4 ACRES
9	40	25,200 sq. ft. .6 ACRES	165,530 # 3.8 ACRES	350 L.F. 2100 #	34,000 # .78 ACRES	104,230 # 2.3 ACRES	0
10	25	52,500 sq. ft. 1.2 ACRES	243,940 # 5.6 ACRES	580 L.F. 3480 #	26,875 # .61 ACRES	161,005 # 3.7 ACRES	88,300 # 2.0 ACRES
11	34	27,300 sq. ft. .6 ACRES	270,075 # 6.2 ACRES	1015 L.F. 6090 #	29,800 # .68 ACRES	206,885 # 4.7 ACRES	83,700 # 1.9 ACRES
12	20	42,000 sq. ft. 1.0 ACRES	222,160 # 5.1 ACRES	450 L.F. 2700 #	21,500 # .5 ACRES	155,960 # 3.5 ACRES	21,100 .5 ACRES
13	44	39,480 sq. ft. .9 ACRES	335,415 # 7.7 ACRES	440 L.F. 2640 #	39,200 # .9 ACRES	254,095 # 5.8 ACRES	75,000 # 1.7 ACRES
14	30	63,000 sq. ft. 1.4 ACRES	291,850 6.7 ACRES	1200 L.F. 7200 #	32,250 # .74 ACRES	109,400 # 4.3 ACRES	55,260 # 1.2 ACRES
500		15.2 ACRES	92 ACRES	63,100 #	11.0 ACRES	42.8 ACRES	16.5 ACRES WITHIN PHASES

(315) 685-3161

2-4 Fennell Street, Skaneateles, N.Y. 13152  
EXHIBIT M  
CHART OF ACREAGE IN EACH PHASE