

MANLIUS
3138

AMENDMENT A
TO
DECLARATION OF
COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES & LIENS

ERIE VILLAGE

THIS DECLARATION AMENDMENT A is made as of the 16th day of July 2014 by the ERIE VILLAGE HOMEOWNERS ASSOCIATION, LTD. ("EVHOA"), organized and existing under the New York State Not-for-Profit Corporation Law, with its principal place of business located at 5900 North Burdick Street, Suite 110, East Syracuse, New York 13057.

RECITALS

A. Erie Village, Inc. ("Developer") executed the following instruments entitled "Declaration of Covenants, Restrictions, Easements, Charges & Liens":

1. Instrument dated January 24, 1985 and recorded in the Onondaga County Clerk's Office on January 25, 1985 in Book 3150 of Deeds at Page 230 &c;
2. Instrument dated October 30, 1987 and recorded in the Onondaga County Clerk's Office on November 2, 1987 in Book 3400 of Deeds at Page 225 &c;
3. Instrument dated June 23, 1989 and recorded in the Onondaga County Clerk's Office on June 28, 1989 in Book 3541 of Deeds at Page 29 &c;
4. Instrument dated November 18, 1991 and recorded in the Onondaga County Clerk's Office on November 19, 1991 in Book 3734 of Deeds at Page 128 &c;
5. Instrument dated September 13, 1995 and recorded in the Onondaga County Clerk's Office on September 20, 1995 in Book 4028 of Deeds at Page 248 &c;
6. Instrument dated March 8, 1996 and recorded in the Onondaga County Clerk's Office on March 21, 1996 in Book 4063 of Deeds at Page 303 &c;
7. Instrument dated September 17, 1996 and recorded in the Onondaga County Clerk's Office on September 18, 1996 in Book 4103 of Deeds at Page 247 &c;
8. Instrument dated September 14, 1998 and recorded in the Onondaga County Clerk's Office on September 14, 1998 in Book 3475 of Deeds at Page 159 &c.

B. Certain of the foregoing instruments were amended as follows:

1. Amended Declaration of Covenants, Restrictions, Easements, Charges & Liens dated January 1, 1994 and recorded in the Onondaga County Clerk's Office on May 16, 1994 in Book 3924 of Deeds at Page 90 &c;
2. Undated Amended Declaration of Covenants, Restrictions, Easements, Charges & Liens recorded in the Onondaga County Clerk's Office on June 27, 1994 in Book 3933 of Deeds at Page 159 &c.

09750

Karen Kukla
201 W Genesee St. #252
Fayetteville, NY 13066

RECORD/RETURN TO:

MAN FL 034544 ERIE Village Phase 1A + 1B + 2 + 4

FILED 07/16/14 2:29:51 PM LF DB-35097-36

C. Pursuant to the provisions of Article IX, Section 1, two-thirds (2/3) of the Owners approved, in writing, the following amendments to the Declaration:

1. ARTICLE I, Section 1, "Definitions", Paragraph (d) is revised as follows:

"Units" or dwelling unit shall refer to the structure or house constructed on said Lot.

2. ARTICLE III, Section 3, "Extent of Members' Easements", Paragraph (e) is deleted in its entirety provided, however, that any patios, greenhouses or porches previously constructed and deeded to Lot Owners prior to the date hereof shall not be affected by this Amendment.

3. ARTICLE III, Section 4, "Parking Rights" is revised as follows:

Section 4. Parking Rights. Each unit has minimally two spaces available for parking. The primary space is in the garage and the secondary space is the driveway. In some areas of Erie Village there are overflow parking spaces available for the use of residents and guests. No vehicles shall be parked at any place in the Village except in specifically provided parking areas. Parking spaces are not to be used for purposes other than to park those vehicles as are identified in Article VII, Section 1. All parking rights within Erie Village shall be subject to rules and regulations as established by the Association.

4. ARTICLE III, Section 5, "Patios, Greenhouses or Extra Room" is deleted in its entirety.

5. ARTICLE III, Section 6, "Lake Area" is revised as follows:

Section 6. "Lake and Pond Areas."

(a) 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 shoreline or be permitted to erect any dock, float, walkway, steps, fence, or like structure without written authority of the Association. No motorized watercraft shall be permitted on any lake or pond. Watercraft that are permitted to be used on the lakes or ponds cannot be stored in any common area but may be stored under the homeowner's deck.

(b) Swimming is only permitted in the big (Erie) lake, in accordance with rules and regulations of the Association. No winter activity such as ice skating, ice fishing, cross country skiing, snow shoeing, snowmobiling, or other presence on any frozen lake or pond is permitted.

6. ARTICLE III. New Section 10, "Tenants/Renters" is added as follows:

Section 10. Tenants/Renters.

(a) Owners who lease their units are responsible for the actions of their tenant(s) and shall not be relieved of any obligation under the covenants and restrictions of the Declaration, the By-Laws of the Association or rules and regulations as promulgated by the Board of Directors. All leases shall be in writing and a copy provided to the Association. The lease shall contain a clause requiring the lessee(s) to comply with the requirements of the restrictive covenants, the By-Laws and the Association's rules and regulations, as well as all local and state laws regarding use of the property, or be subject to eviction. Nothing less than the entire unit shall be leased to a tenant. Both owners and tenant(s) must provide completed Resident Information Forms to the Association.

(b) In the event of a violation of any covenant, restriction, By-Law or any rule or regulation of the Association, the Secretary shall mail a written "Notice to Cure" to both owner and tenant at the addresses provided on their respective Resident Information Forms. Said Notice shall set forth the specific violation(s) and provide ten days to comply as appropriate. Should the owner or tenant fail to cure the violation(s), the Board of Directors, in its sole discretion, may utilize any one of the enforcement mechanisms provided in Article IX.

7. ARTICLE VI, "Architectural Control" is revised as follows:

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 on an Architectural Request Form 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 Control Committee comprised of three or more representatives appointed by the Board. When required by the Board of Directors or the Architectural Control Committee, in the sole discretion of either or both, any submitted request shall also be subject to the written consent of adjacent homeowners. 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.

8. ARTICLE VII, Section 1, "Uses and Structures" is clarified as follows:

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 as defined in the By-Laws, nor shall any business of any kind be conducted therein, and without limiting the generality of the foregoing, no professional office shall be maintained on any Lot notwithstanding 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, except for private passenger-type pleasure automobiles only. A "private passenger-type pleasure automobile" is defined as a sedan, motorcycle, minivan, station wagon, SUV or pickup truck with no more than four wheels, which is designated primarily for the transport of persons, and shall further include such other vehicles as may be authorized by the Board of Directors. All motor vehicles parked in Erie Village shall display valid license tags and inspection stickers and be maintained in proper operating condition and not be a nuisance by virtue of noise, emissions, fluid leakage, or appearance.

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 an annoyance or nuisance to the neighborhood. No boat, trailer, tent, shack or any other structure shall be located, erected or used on any Lot or parking areas, roadway, and/or driveway, temporarily or permanently, except Developer may select areas for storage of materials and equipment during the construction period.

In addition to boats and trailers as described above, motor homes, campers, recreational vehicles such as ATVs and snowmobiles, and trucks with more than four wheels are prohibited from parking in driveways and common areas, but may be parked in the resident's garage if practical. Upon approval by and in the sole discretion of the Board of Directors, motor homes, campers, and boat trailers may be temporarily parked in the resident's spaces for a period of not more than 48 hours if actively engaged in the act of loading, unloading or preparation for or recovery from use.

Other than vehicles of tradesmen and contractors performing normal services in Erie Village, vehicles with commercial signage or advertising are not permitted to be parked in driveways or common areas. Such vehicles may be parked in the resident's garage if practical.

9. ARTICLE VII, Section 8, "Antennae" is clarified as follows:

Section 8. Antennae. In accordance with the Telecommunications Act of 1996, installation of antennas/satellite dishes not larger than one meter (39") shall be permitted upon approval of the Architectural Control Committee.

Antennas/satellite dishes should be selected and located to the extent possible, to minimize their appearance from the street and neighboring properties. The location should take advantage of screening provided by existing structures and/or vegetation. Antennas/satellite dishes are not permitted to be installed on roofs. They should not be placed in areas where they would constitute a safety hazard. All installations shall be in accordance with the Association's rules and regulations.

The following guidelines are to be interpreted so as to balance the right of individual owners to receive acceptable quality broadcast signals in accordance with FCC regulations with the right of the Association to preserve, protect and enhance the value of the properties within Erie Village.

All wiring for antennas and satellite dishes must be properly secured. In some instances, wiring may be required to be concealed.

Each owner shall maintain any antenna/satellite dish in a reasonable manner so as not to become unsightly.

The owner is responsible for moving the antenna/satellite dish if the Association must maintain, repair or replace the area where it has been installed. The cost of removal and re-installation shall be the sole responsibility of the owner.

Each owner, at the owner's sole cost and expense, shall remove any antenna/satellite dish upon cessation of its use. In addition, the owner shall be responsible for the cost to repair any resulting damage from removal for any reason, including but not limited to caulking and water leaks.

10. ARTICLE VII, Section 13, "Plantings" is clarified as follows:

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. Plantings of any trees, bushes, shrubs or other plantings on any portion of the Lot or any portion of the common areas shall not obstruct the view of any lot owners or be placed in such a manner to obstruct the painting or maintenance of the unit or have the potential to affect the structural integrity of the unit. All plantings installed by a lot owner shall be maintained by the current lot owner in a reasonable and satisfactory manner, at the current lot owner's sole cost and expense.

11. ARTICLE VIII, Section 2, "Disrepair of Lots" is clarified as follows:

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.

The area inside the white fence is the homeowners responsibility to maintain in a reasonably satisfactory manner. No one shall be permitted to raise only weeds inside the fence and plantings shall not be permitted to grow higher than the white fence if, in the sole discretion of the Board of Directors, such growth has the potential to obstruct the view of an adjacent Lot Owner or affect the structural integrity and maintenance of the Unit. Homeowners who violate any of these restrictions shall 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 Homeowner's

monthly assessment and shall be a lien against the premises. All notices sent to the Homeowner shall be by certified mail, return receipt requested.

12. ARTICLE IX, Section 3, "Enforcement" is revised as follows:

Section 3. Enforcement. The Association 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 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 addition to the foregoing, the Board of Directors of the Association may levy monetary penalties against an Owner for failure to remedy a violation. The Board shall promulgate policies with respect to such penalties which, at a minimum, must include a written notice requirement, reasonable time to cure and a provision mandating consistent application to Owners. Penalties assessed hereunder shall, if not paid, be deemed delinquent and considered a non-paid assessment, subject to the provisions of Article IV, Section 8 of the Declaration.

D. The EVHOA now desires to memorialize the foregoing Amendments by executing this written instrument.

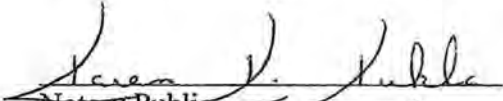
IN WITNESS WHEREOF, the undersigned, pursuant to the authority vested in him under the By-Laws of the Erie Village Homeowners Association, has caused his hand and seal to be affixed as of the day and year first written above.

Erie Village Homeowners Association, Ltd.

By: 
Richard J. Lelong, President

STATE OF NEW YORK)
COUNTY OF ONONDAGA) s.s.:

On July 16, 2014, before me, a Notary Public in and for said State, personally appeared **Richard J. Lelong**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.


Notary Public

Karen K. Kukla
Notary Public in the State of New York
Qualified in Onondaga County
No. 02KU6183300
My Commission Expires 3/10/2016

ONONDAGA COUNTY CLERK'S OFFICE
 SANDRA A SCHEPP - COUNTY CLERK
 401 Montgomery St - Room 200
 Syracuse, NY 13202

Phone: 315-435-2226
 Fax: 315-435-3455

Doc Type: A/REST
 Grantor: ERIE VILLAGE HOMEOWNERS ASSO
 Grantee: ERIE VILLAGE HOMEOWNERS ASSO

Receipt: 1156819 LF
 Book/Page: 05289/0038 Inst: 22926
 Date Filed: 07/18/2014 at 3:02PM
 Updated: 07/21/2014 MO
 Record and Return To:

Legal Desc: MAN FL53&54 & ERIE VILLAGE PHASE
 1A&1B&2&4

KAREN K KUKLA ESQ
 201 W GENESEE ST STE 252
 FAYETTEVILLE NY 13066

Prop Address:

Submitted by: CAPITAL

Recording Fees		Miscellaneous Fees	
Addl pages:	7 x 5.00 = \$ 35.00	RMI:	\$ 20.00
Addl Names:	0 x 0.50 = \$ 0.00	TP 584:	\$ 0.00
Addl Refs:	1 x 0.50 = \$ 0.50	RP5217:	\$ 0.00
Misc:	0.00	AFFTS:	\$ 0.00
Basic	\$25.50		
=====		=====	
TOTAL:	\$61.00	TOTAL:	\$ 20.00

MORTGAGE TAX		DEED TRANSFER TAX	
Mortgage:		Consideration	\$0.00
Basic:	\$0.00	Transfer Tax:	\$0.00
Ins Fund:	\$0.00	SWIS:	3138
Net Add:	\$0.00	Map #:	
Misc:	\$0.00		
	=====	Total Paid	\$ 81.00
TOTAL	\$0.00	Control no	

WARNING - This sheet constitutes the Clerk's endorsement, required by Section 319 of the Real Property Law of the State of New York. Do not detach. Taxes imposed on this instrument at time of recording were paid. Certain information contained in this document is not verified by this office.

SANDRA A SCHEPP
 Onondaga County Clerk

Book/Page 05289 / 0038 Instrument no.: 22926



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