

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT NO. 17

The Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article IV, Section 8 has been amended as follows:

The final sentence of paragraph 1 "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." shall be deleted and replaced by the following:

"The personal obligation of the then owner to pay such assessment, shall remain his/her personal obligation and shall not pass to his/her successors in title only, and unless his/her successor in title is or are bona fide purchasers for value without notice."

The following shall be added as a final paragraph of Article IV, Section 8:

"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."

The Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article VIII, Section 2, has been amended to add the following language:

"The area inside the white fence is the homeowner's 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 Homeowner's monthly assessment and shall be a lien against the premises. All notices sent to the Homeowners shall be by registered mail."

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this amendment on this 6th day of December, 1996.

Oot Bros., Inc

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

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On this 16th day of December, 1996, 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, NY, that he is the President of OOT BROS., INC., the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, and that he signed his name thereto without seal.



Notary Public

ARON J. GATES
Notary Public
By Commission No. 1130197