

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 13

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

Two Hundred Seventy-one (271) units have been sold and closed as of December 30, 1993. Sixteen (16) units are under construction. There are two (2) units under Contract of Sale.

The Financial Statement of Erie Village Homeowners Association, Ltd., as of December 31, 1992, has been presented as prepared by Hall and Murphy, under date of March 9, 1993.

The Sponsors are no longer in control of the Board of Directors as of August 1, 1991. A Board of Directors was elected by the Homeowners and has been in place ever since. The Directors are as follows: Earl L. Oot, Judy Miller, Sharon Fowler, Marcia Philipp, Mary Jane Harris, Nina Lewis, Oliver Hinkley, Bernard Forth, Jack Howland, and Alan Petrie.

There has been no increase or decrease in the Association charges (Schedule A, attached hereto).

Attached to this amendment, as Schedule B, is a statement concerning Financial Disclosure as required by the Department of Law to provide complete and updated information.

The Plan with regard to Declaration of Covenants,

Restrictions, Easements, Charges and Liens, Article III, "Property Rights in the Common Areas, Section 7. Basements", has been deleted in full.

The Plan with regard to Paragraph 17 of the proposed Purchase Offers is amended and modified to read as follows: "TRUST FUNDS: 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, CRAIG K. NICHOLS, ESQ., as Escrow Agent in Onbank & Trust Co., East Syracuse, NY. (See Amendment #11 to the Offering Plan for further details)", pursuant to the Escrow Trust Fund Model Amendment, with Escrow Agreement, attached and made a part hereof as Exhibit A.

The Offering Plan is still in full force and effect.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment this 3rd day of January, 1994 ~~December, 1993.~~

OOT BROS., INC.

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

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On this 3rd day of January, 1994 ~~December, 1993~~, 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.

Ann J. Gates
Notary Public

11/30/95

SCHEDULE A

ERIE VILLAGE HOMEOWNERS ASSOCIATION

EVHOA92.

PROPOSED BUDGET

7/1/92-6/31/93

ESTIMATED INCOME

\$276,360

Number of units 235
 \$98 monthly x 12 = \$1,176 each

ESTIMATED EXPENSES

Snow Removal		\$10,000
Refuse Removal	11.78 each	\$33,220
Insurance		\$40,000
Accounting and Supplies		\$2,000
Legal		\$500
Home Exterior Maintenance	29.54 each	\$83,303
Real Estate Taxes / Taxes		\$4,775
Maintenance of Lake, Drains, etc		\$988
Lighting		\$3,525
Contingencies	3.55 each	\$10,000
Monitored	5.24 each	\$14,785
Ground Maintenance		\$73,264
Core Aeration - 2x		5,671
Gardening -- Labor and Matl		9,250
Lawn Fertilizing - 2x		4,280
Lawn Mowing / shrubs -30X	6.25 each	44,063
Estimates for Pump Repair & Misc.		10,000

TOTAL

\$276,360

Lynne S. Hogeland

ERIE VILLAGE HOMEOWNERS ASSOCIATION
BUDGET BASIS

	Proposed Budget 1990-91 200 units	Actual 1990-91	Proposed Budget 1991-92 216 units	Estimated Actual 1991-92	Proposed Budget 1992-93 235 units
ASSESSMENT	235,200	248,775	254,016	265,609 E	276,360
UNRESTRICTED					
Snow Removal	21,600	5,440	9,000	12,070 F	10,000
Ground Maintenance	50,640	83,820	68,909	63,109 E	73,264
Refuse Removal	25,440	44,561	54,313	42,659 E	33,220
Insurance	37,584	36,953	34,546	37,176 E	40,000
Accounting and Supplies	816	2,884	1,225	1,384 F	2,000
Legal	672	1,359	500	0 F	500
Real Estate Taxes / Taxes	4,200	3,667	1,798	4,226 E	4,775
Maintenance of Lake, Drains, etc	1,344	631	1,600	732 E	988
Lighting	5,952	5,434	7,567	3,235 F	3,525
Monitored	10,800	9,873	12,493	12,654 E	14,785
Contingencies	11,760		10,329		10,000
SUB	170,808	194,630	202,280	177,245	193,057
RESTRICTED					
Long Term	64,392		72,637		75,730
Annual Repairs	0		0		7573
SUB	64,392		72,637		83,303
TOTAL	235,200		274,917		276,360
	0		20,901		0

Myra S. Angeland
EVHHA, Texas

ERIE VILLAGE - BASIS FOR 1992-93 BUDGET

55% CONTRACTUAL BASIS \$151,269

Ground Maintenance:		
Core Aerallon - 2x	\$5,671	Contract
Gardening - Labor and Matl	\$9,250	Contract
Lawn Fertilizing - 2x	\$4,280	Contract
Lawn Mowing / shrubs -30X	\$44,063	Contract
Refuse Removal	\$33,220	Contract
Insurance	\$40,000	Contract
Monitored	\$14,785	Contract

15% HISTORICAL BASIS \$41,788

Snow Removal	\$10,000	Estimate from last years' costs
Contingencies	\$10,000	Estimate from last years, 5% of unrestricted acct
Ground Maintenance:		1991-2 Actuals plus 10%
Pump Repair and Misc.	\$10,000	\$9000 + 900
Maintenance of Lake, Drains, etc	\$988	Estimate from last years' costs
Lighting	\$1,525	Estimate from last years' costs, 9% incr
Real Estate Taxes / Taxes	\$1,775	30% of Interest Income + property tax bill
Accounting and Supplies	\$2,000	Estimate from last years' costs
Legal	\$500	Average of last years' costs
		Estimate from last years' costs

30% PROJECTIONS \$83,303

Home Exterior Maintenance	\$83,303	See separate worksheet Increased by 10% to cover ongoing building maintenance which had not been accounted for previously
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100% TOTAL \$276,360

Lynne S Hogeland
EVHOA Treas

MEMORANDUM TO SCHEDULE A

It should be noted that the attached Schedule A has been prepared by Lynn S. Hogeland, who served the past year as Treasurer of the Erie Village Homeowners Association.

She is a computer analyst and has reviewed the records for the past years. As a result of that, she has compiled the Budget as set forth.

It should be noted that the Sponsor is no longer in charge of the affairs of the Homeowners Association; that the Board of Directors now manages the Budget and the payment of expenses relative to the Homeowners Association. In the review of the items, she has referred to on the second page of the analysis, to certain contracts that are now in existence covering Ground Maintenance, Refuse Removal, Insurance and monitoring of the units. She has based her analysis on actual expenditures for the past few years and relates to the proposed Budget for the forthcoming year.

All of the items marked as "Contract" were negotiated with the Board of Directors of the Homeowners Association and are on file with their records.



Earl L. Oot

SCHEDULE B

FINANCIAL DISCLOSURE as required by the Department of Law to provide complete and updated information.

1. There are will be 500 units in Erie Village, including the unsold units.

2. Unsold units do not bear a common charge until they are conveyed to the Purchasers. All costs associated with unsold units, including maintenance, fire and liability insurance are paid by the Sponsor prior to conveyance to the ultimate customer.

3. The aggregate monthly rent received from tenants of the units owned by the Sponsor is for Unit 128 and Unit 300. These units are the only units that any of the Sponsors have individual control of and are renting on a month to month basis. The renters pay their own respective charges.

4. There are no financial obligations to the Homeowners Association that will become due within the next twelve (12) months from the date of the amendment other than the common charges for the Units owned by the Sponsor, including but not limited to reserve and working capital fund payments and payments for repair and improvement obligations.

5. The Sponsors have adequate resources in their own name to meet any financial obligation to the HOA, including common charges, reserves, working capital fund payments and payments for repair and improvement obligations.

6. The Sponsor of all unsold units is current on all financial obligations under the Offering Plan, including, but not limited to, maintenance or common charges, reserve or working capital fund payments, assessments, and payments for repairs or improvements promised in the plan. The Sponsor of unsold units is current on payments of underlying mortgages and loans for which units have been pledged as collateral or mortgaged. The Sponsor, as owner of unsold units, is current with regard to all obligations and has not in the past had past due accounts during the year prior to the filing of the amendment.

7. The Sponsors have no other interest in other buildings covering by Offering Plans with relation to unsold units or as general partner or principal of the Sponsor or holder owning more than ten percent (10%) of the units.

8. Sponsor Earl L. Oot is also Sponsor in a Homeowners Association filed with the State of New York with regard to Bacon Hill Homeowners Association. This HOA exists for the sale of lots only and does not have any structures constructed until after the closing and passing of title. The Sponsor and principal in the foregoing Bacon Hill Homeowners Association are current in all financial obligations as an individual, general partner or principal.

9. The Sponsor is no longer in control of the Board of Directors having relinquished control of the Homeowners Association on July 1, 1989.

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 14

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

Two Hundred Seventy-four (274) units have been sold and closed as of May 31, 1994. Four (4) units are under construction. There are eleven (11) units under Contract of Sale.

The Financial Statement of Erie Village Homeowners Association, Ltd., as of December 31, 1993, has been presented as prepared by Hall and Murphy, under date of March 10, 1994.

The Sponsors are no longer in control of the Board of Directors as of August 1, 1991. A new Board of Directors was elected by the Homeowners and has been in place ever since. The Directors are as follows: Earl L. Oot, Judie Miller, Sharon Fowler, Marcia Philipp, Mary Jane Harris, Nina Lewis, Bernard Forth, Jack Howland, James Lutz, Jean DeSantis, Earle C. Edwards, Stephen Slocum and Alan Petrie.

There has been an increase in the Association charges (Schedule A, attached hereto).

Attached to this amendment, as Schedule B, is a statement concerning Financial Disclosure as required by the Department of

Law to provide complete and updated information.

The Offering Plan is still in full force and effect.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment this 23rd day of June, 1994.

OOT BROS., INC.

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

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On this 23rd day of June, 1994, 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.

Ann Z. Gates
Notary Public

ANN Z. GATES
Notary Public in the State of New York
Qualified in Onondaga Co. 2/24/94
My Commission Expires 11/30/95

SCHEDULE A

ERIE VILLAGE HOMEOWNERS ASSOCIATION LTD.

Proposed Budget - Year ending December 31, 1994

Projected Revenues: \$ 336,168.

Projected Expenses:

Home Exterior Maintenance - restricted	99,360.
Ground Maintenance	102,000.
Snow Removal	30,000.
Refuse Removal	36,500.
Insurance	38,400.
Real Estate TAXES	300.
Lake Maintenance	1,200.
Lighting	5,100.
Security	17,400.
Accounting	1,400.
Office Supplies	500.
Legal	500.
Contingencies	3,508.
Total Projected Expenses:	<u>\$ 336,168.</u>

Projected revenues are based on an average of 276 units with an increase in maintenance fees to \$105. at July 1, 1994.

Members - January 1, 1993	252
Members - December 31, 1993	266
Projected Members - December 31, 1994	286

MEMORANDUM TO SCHEDULE A

At a meeting of the Erie Village Homeowners Association held on May 25, 1994, a discussion was had by the Treasurer and other members of the Board of Directors that, due to the very serious winter conditions that existed throughout the area, an additional amount should be budgeted to take care of the deficiency that arose during 1993 for the snowplowing and roof damages that took place.

They felt that, while this was rather sudden and rather unexpected and could be handled from the reserve funds, it was better to have sufficient funds on hand to justify the snow removal problems that might exist in the future and also roof damages that might occur by reason of harsh winters.

It was, therefore, the recommendation of the Board of Directors and those present attending the annual meeting, that the foregoing maintenance fee per month would be increased to \$105.00 starting August 1, 1994.

The decision was to accomplish this as of July 1, 1994. However, due to the shortness of time, it was adjourned to start August 1, 1994 so that timely notice could be delivered to all property owners.



Earl L. Oot

SCHEDULE B

FINANCIAL DISCLOSURE as required by the Department of Law to provide complete and updated information.

1. There are will be 500 units in Erie Village, including the unsold units.

2. Unsold units do not bear a common charge until they are conveyed to the Purchasers. All costs associated with unsold units, including maintenance, fire and liability insurance are paid by the Sponsor prior to conveyance to the ultimate customer.

3. The aggregate monthly rent received from tenants of the units owned by the Sponsor is for Unit 128 and Unit 300. These units are the only units that any of the Sponsors have individual control of and are renting on a month to month basis. The renters pay their own respective charges.

4. There are no financial obligations to the Homeowners Association that will become due within the next twelve (12) months from the date of the amendment other than the common charges for the Units owned by the Sponsor, including but not limited to reserve and working capital fund payments and payments for repair and improvement obligations.

5. The Sponsors have adequate resources in their own name to meet any financial obligation to the HOA, including common charges, reserves, working capital fund payments and payments for repair and improvement obligations.

6. The Sponsor of all unsold units is current on all financial obligations under the Offering Plan, including, but not limited to, maintenance or common charges, reserve or working capital fund payments, assessments, and payments for repairs or improvements promised in the plan. The Sponsor of unsold units is current on payments of underlying mortgages and loans for which units have been pledged as collateral or mortgaged. The Sponsor, as owner of unsold units, is current with regard to all obligations and has not in the past had past due accounts during the year prior to the filing of the amendment.

7. The Sponsors have no other interest in other buildings covering by Offering Plans with relation to unsold units or as general partner or principal of the Sponsor or holder owning more than ten percent (10%) of the units.

8. Sponsor Earl L. Oot is also Sponsor in a Homeowners Association filed with the State of New York with regard to Bacon Hill Homeowners Association. This HOA exists for the sale of lots only and does not have any structures constructed until after the closing and passing of title. The Sponsor and principal in the foregoing Bacon Hill Homeowners Association are current in all financial obligations as an individual, general partner or principal.

9. The Sponsor is no longer in control of the Board of Directors having relinquished control of the Homeowners Association on July 1, 1989.

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 15

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

Three Hundred (300) units have been sold and closed as of May 31, 1995. Twelve (12) units are under construction. There are nine (9) units under Contract of Sale.

The Financial Statement of Erie Village Homeowners Association, Ltd., as of December 31, 1994, has been presented as prepared by Hall, Murphy & Dettor, LLP, under date of March 11, 1995.

The Sponsors are no longer in control of the Board of Directors as of August 1, 1991. A new Board of Directors was elected by the Homeowners on May 16, 1995 and has been in place ever since. The Directors are as follows: Earl L. Oot, Judie Miller, Sharon Fowler, Mary Jane Harris, Nina Lewis, Bernard Forth, Jack Howland, James Lutz, Jean DeSantis, Earle C. Edwards and Stephen Slocum.

There has been no increase in the Association charges (Schedule A, attached hereto).

The Plan with regard to Paragraph 17 of the proposed Purchase Offer is amended and modified to read as follows:

"TRUST FUNDS: 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, AMI S. LONGSTREET, as Escrow Agent, in Onbank & Trust Co., East Syracuse, NY. (See Amendment #11 to the Offering Plan for further details)", pursuant to the Escrow Trust Fund Model Amendment, with Escrow Agreement, attached and made a part hereof as Exhibit A.

Attached to this amendment, as Schedule B, is a statement concerning Financial Disclosure as required by the Department of Law to provide complete and updated information.

The Offering Plan is still in full force and effect.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment this 23rd day of June, 1995.

OOT BROS., INC.

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

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On this 23rd day of June, 1995, 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.

Ann Z. Gates

ANN Z. GATES
Notary Public in the State of New York
Qualified in Onondaga Co. 21541
My Commission Expires 11/30/98

SCHEDULE A

ERIE VILLAGE HOMEOWNERS ASSOCIATION LTD.

Proposed Budget - Year ending December 31, 1995

Projected Revenues: \$ 336,168.

Projected Expenses:

Home Exterior Maintenance - restricted	99,360.
Ground Maintenance	102,000.
Snow Removal	30,000.
Refuse Removal	36,500.
Insurance	38,400.
Real Estate TAXes	300.
Lake Maintenance	1,200.
Lighting	5,100.
Security	17,400.
Accounting	1,400.
Office Supplies	500.
Legal	500.
Contingencies	3,508.
Total Projected Expenses:	<u>\$ 336,168.</u>

Projected revenues are based on an average of 276 units with an increase in maintenance fees to \$105. at July 1, 1994.

Members - January 1, 1993	252
Members - December 31, 1993	266
Members - December 31, 1994	287

SCHEDULE B

FINANCIAL DISCLOSURE as required by the Department of Law to provide complete and updated information.

1. There are will be 500 units in Erie Village, including the unsold units.
2. Unsold units do not bear a common charge until they are conveyed to the Purchasers. All costs associated with unsold units, including maintenance, fire and liability insurance are paid by the Sponsor prior to conveyance to the ultimate customer.
3. The aggregate monthly rent received from tenants of the units owned by the Sponsor is for Unit 154. This unit is the only unit that any of the Sponsors have individual control of and are renting on a month to month basis. The renter pays her own respective charges.
4. There are no financial obligations to the Homeowners Association that will become due within the next twelve (12) months from the date of the amendment other than the common charges for the Units owned by the Sponsor, including but not limited to reserve and working capital fund payments and payments for repair and improvement obligations.
5. The Sponsors have adequate resources in their own name to meet any financial obligation to the HOA, including common charges, reserves, working capital fund payments and payments for repair and improvement obligations.
6. The Sponsor of all unsold units is current on all financial obligations under the Offering Plan, including, but not limited to, maintenance or common charges, reserve or working capital fund payments, assessments, and payments for repairs or improvements promised in the plan. The Sponsor of unsold units is current on payment s of underlying mortgages and loans for which units have been pledged as collateral or mortgaged. The Sponsor, as owner of unsold units, is current with regard to all obligations--and has not in the past had past due accounts during the year prior to the filing of the amendment.

7. The Sponsors have no other interest in other buildings covering by Offering Plans with relation to unsold units or as general partner or principal of the Sponsor or holder owning more than ten percent (10%) of the units.

8. Sponsor Earl L. Oot is also Sponsor in a Homeowners Association filed with the State of New York with regard to Bacon Hill Homeowners Association. This HOA exists for the sale of lots only and does not have any structures constructed until after the closing and passing of title. Sponsor Earl L. Oot is also Sponsor in a Homeowners Association filed with the State of New York with regard to Island View Homeowners Association, Inc., having purchased this development December 12, 1994. This HOA consists of two Phases; Phase I - 12 units, 9 of which have been sold and closed and 3 are not under contract to date. Phase II - consisting of 14 units has not been commenced. The Sponsor and principal in the foregoing Bacon Hill Homeowners Association and Island View Homeowners Association, Inc. are current in all financial obligations as an individual, general partner or principal.

9. The Sponsor is no longer in control of the Board of Directors having relinquished control of the Homeowners Association on July 1, 1989.

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 16

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

Three Hundred Twenty-seven (327) units have been sold and closed as of May 31, 1996. Fourteen (14) units are under construction. There are sixteen (16) units under Contract of Sale.

The Financial Statement of Erie Village Homeowners Association, Ltd., as of December 31, 1995, has been presented as prepared by Hall, Murphy & Dettor, LLP, under date of April 29, 1996.

The Sponsors are no longer in control of the Board of Directors as of August 1, 1991. A new Board of Directors was elected by the Homeowners as follows: Thomas M. Oot, Judie Miller, Todd Humphrey, Bernard Forth, Patricia Tierney, Bart Solenthaler, Thomas Callendar, Marcia Phillips, Jean DeSantis, and Earle C. Edwards.

There has been no increase in the Association charges. A new budget has been adopted for the year 1996 (See Schedule A, with attached Treasurer's Report letter, attached hereto).

The Purchase Offer has been amended and modified to read as

follows:

Paragraph 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 instrument and closing, mortgage, taxes, recording fees of the mortgage instruments, survey (print to be delivered to Purchaser) (print to be delivered to Purchaser) shall be deleted;

Paragraph 9) TITLE: Second sentence shall be amended to read as follows: Seller will provide a preliminary title insurance commitment.....

(See attached Erie Village Contract of Sale)

Attached to this amendment, as Schedule B, is a statement concerning Financial Disclosure as required by the Department of Law to provide complete and updated information.

The Offering Plan is still in full force and effect.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment this 20th day of June, 1996.

OOT BROS., INC.

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

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On this 20th day of June, 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.

Deborah M. Pollock

DEBORAH M. POLLOCK
Notary Public in the State of New York
Qualified in Chen. Co. No. #654834
My Commission Expires 6-30-96

Erie Village Homeowners Association Ltd.

BUDGET
Year Ending December 31, 1996

Projected Revenues \$408,240

		<u>Monthly Assessment</u>
Projected Expenses		
Home exterior maint./Painting/Roads/Driveways	\$133,826	\$34.42
Ground maintenance	121,500	31.25
Insurance	35,000	9.00
Refuse removal	40,500	10.42
Security	27,041	6.95
Snow removal	32,400	8.33
Lighting	5,000	1.29
Contingencies	5,000	1.29
Accounting	1,500	0.39
Legal and Collection	2,500	0.64
Office supplies and expenses	2,383	0.61
Miscellaneous	1,590	0.41
	<u>\$408,240</u>	<u>\$105.00</u>
Total expenses	<u>\$408,240</u>	<u>\$105.00</u>

Projected revenues are based on an average of 324 units.

Members December 31, 1992	252
Members December 31, 1993	266
Members December 31, 1994	287
Members December 31, 1995	309
PROJECTED MEMBERS:	
December 31, 1996	339

SCHEDULE B

FINANCIAL DISCLOSURE as required by the Department of Law to provide complete and updated information.

1. There are will be 500 units in Erie Village, including the unsold units.
2. Unsold units do not bear a common charge until they are conveyed to the Purchasers. All costs associated with unsold units, including maintenance, fire and liability insurance are paid by the Sponsor prior to conveyance to the ultimate customer.
3. The aggregate monthly rent received from tenants of the units owned by the Sponsor is for Unit 154. This unit is the only unit that any of the Sponsors have individual control of and are renting on a month to month basis. The renter pays her own respective charges.
4. There are no financial obligations to the Homeowners Association that will become due within the next twelve (12) months from the date of the amendment other than the common charges for the Units owned by the Sponsor, including but not limited to reserve and working capital fund payments and payments for repair and improvement obligations.
5. The Sponsors have adequate resources in their own name to meet any financial obligation to the HOA, including common charges, reserves, working capital fund payments and payments for repair and improvement obligations.
6. The Sponsor of all unsold units is current on all financial obligations under the Offering Plan, including, but not limited to, maintenance or common charges, reserve or working capital fund payments, assessments, and payments for repairs or improvements promised in the plan. The Sponsor of unsold units is current on payments of underlying mortgages and loans for which units have been pledged as collateral or mortgaged. The Sponsor, as owner of unsold units, is current with regard to all obligations and has not in the past had past due accounts during the year prior to the filing of the amendment.

7. The Sponsors have no other interest in other buildings covering by Offering Plans with relation to unsold units or as general partner or principal of the Sponsor or holder owning more than ten percent (10%) of the units.

8. Sponsor Earl L. Oot is also Sponsor in a Homeowners Association filed with the State of New York with regard to Bacon Hill Homeowners Association. This HOA exists for the sale of lots only and does not have any structures constructed until after the closing and passing of title. The Sponsor and principal in the foregoing Bacon Hill Homeowners Association are current in all financial obligations as an individual, general partner or principal.

9. The Sponsor is no longer in control of the Board of Directors having relinquished control of the Homeowners Association on July 1, 1989.

ESCROW TRUST FUND
MODEL AMENDMENT

The disclosure contained in this amendment replaces and supersedes the former section of the plan dealing with the placing of downpayments in escrow. As of June 30, 1995 all downpayments Date being held in escrow will be placed in or transferred to an account in conformity with the disclosure contained in this amendment.

The sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto.

Any provision of any contract or agreement, whether oral or in writing, by which a purchaser or subscriber purports to waive or indemnify any obligation of the escrow agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the offering plan or in a purchase or subscription agreement. Purchasers shall not be obligated to pay any legal or other expense of the sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

All deposits, downpayments, or advances made by purchasers prior to closing of each individual transaction, whether received before or after the date of consummation of the plan, will be placed, within five business days after the agreement is signed by all necessary parties, in a segregated special escrow account of AMI S. LONGSTREET, as Escrow Agent, the Escrow Agent, whose Name of Attorney or Firm of Attorneys

address is 5900 N. Burdick Street, East Syracuse, NY 13057

and whose telephone number is (315) 656-5234.

The signatories on this account authorized to withdraw funds are:

<u>AMI S. LONGSTREET</u>	<u>5900 N. Burdick Street</u>
Name	Address
_____	_____
Name	Address

The name of the account is AMI S. LONGSTREET, as Escrow Agent

ESCROW ACCOUNT, located in ONBANK
Name of Bank

at (Fremont Branch) Route 290, E. Syracuse, NY 13057 This bank is
Address of Bank

covered by federal bank deposit insurance to a maximum of \$100,000 per individual deposit. [If an individual makes a downpayment in excess of \$100,000 for the purchase of a unit, it is a special risk of this offer that such deposit will not be federally insured in excess of \$100,000.] [If applicable]

The account will be interest-bearing and, unless the purchaser defaults, interest will be credited to the purchaser at closing. The interest rate to be earned will be the prevailing rate for these accounts which currently is 3.5 %. Interest will begin to accrue within five business days of tender of the downpayment.

All instruments shall be made payable to or endorsed to the order of Ami S. Longstreet, as escrow agent.

Within ten business days after tender of the deposit submitted with the purchase or subscription agreement, the escrow agent will notify the purchaser or subscriber that such funds have been deposited into the escrow account and will provide the account number and the initial interest rate. If the purchaser or subscriber does not receive notice of such deposit within fifteen business days after tender of the deposit, the purchaser or subscriber may cancel the purchase and rescind so long as the right to rescind is exercised within ninety days after tender of the deposit. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited and requisite notice was timely mailed to the purchaser or subscriber in conformity with the Attorney General's regulations.

Since all contracts are contingent upon the plan's becoming effective, under no circumstances shall sponsor apply for release of the escrowed funds of a defaulting purchaser until after consummation of the plan.

The escrow agent will hold funds in escrow until otherwise directed in

- (i) a writing signed by both sponsor and purchaser or subscriber; or
- (ii) a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or

(iii) a judgment or order of a court of competent jurisdiction.

If there is no written agreement between the parties to release the escrowed funds, the escrow agent will not pay the funds to the sponsor until the escrow agent has given the purchaser written notice of not fewer than ten business days. Thereafter, the funds may be paid to the sponsor unless the purchaser or subscriber has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General regulations and has so notified the escrow agent in accordance with such provisions.

The sponsor will not object to the release of the escrowed funds to

- (i) a purchaser who timely rescinds in accordance with an offer of rescission contained in the plan or an amendment to the plan;
- (ii) all purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.

Purchasers, subscribers, and the escrow agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the downpayment and any interest thereon. The sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is attached as an exhibit to this amendment. The party applying for a determination must send all other parties a copy of the application.

Pending the determination of the Attorney General to grant or deny the application, the sponsor, the purchaser or subscriber, and the escrow agent shall abide by any interim directive issued by the Attorney General.

Attached to this amendment is a copy of the escrow agreement which incorporates the terms of the Attorney General's regulations.

The escrow agent will maintain all records concerning the escrow account for seven years after the release of funds.

ATTORNEY GENERAL
OF THE STATE OF NEW YORK
MODEL FORM
FOR ESCROW AGREEMENT

AGREEMENT made this 15th day of June, 1995,
between OOT BROS., INC. ("SPONSOR") as sponsor of the
offering plan and AMI S. LONGSTREET, ESQ. ("ESCROW
AGENT") as escrow agent.

WHEREAS, OOT BROS., INC. is the sponsor of an
offering plan to convert to cooperative/condominium ownership the
premises located at Town of Manlius, Co. of Onondaga which premises are
known as ERIE VILLAGE; and

WHEREAS, AMI S. LONGSTREET is authorized to
act as an escrow agent hereunder in accordance with General Business Law
("GBL") Section 352-e(2-b) and the Attorney General's regulations
promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent
for deposits and payments by purchasers and subscribers, pursuant to the
terms of this agreement.

NOW, THEREFORE, in consideration of the covenants and
conditions contained herein and other good and valuable consideration,
the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 SPONSOR and ESCROW AGENT hereby establish an escrow account with ESCROW AGENT for the purpose of holding deposits or payments made by purchasers or subscribers. The escrow account has been opened with ONBANK at its depository bank

branch located at Fremont Plaza, East Syracuse, NY 13057 address

The account number is _____.

1.2 The name of the account is Ami S. Longstreet as Escrow Agent Escrow Account.

1.3 ESCROW AGENT is the sole signatory on the account.

1.4 The escrow account shall be an interest-bearing account as disclosed in the offering plan.

1.5 The escrow account is/is not an IOLA established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All funds received from prospective purchasers or subscribers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All

instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser or subscriber to the order of Ami S. Longstreet, as escrow agent for Erie Village Homeowners Association, offering plan. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser or subscriber promptly, but in no event more than five business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within ten (10) business days after tender of the deposit submitted with the subscription or purchase agreement, ESCROW AGENT shall notify the purchaser of the deposit of such funds in the bank indicated in the offering plan, provide the account number, and disclose the initial interest rate. If the purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase and rescind within ninety (90) days after tender of the deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited in accordance with these regulations and requisite notice was timely mailed to the subscriber or purchaser.

3. RELEASE OF FUNDS.

3.1 ESCROW AGENT shall not release the escrowed funds of a defaulting purchaser until after consummation of the plan as defined in the Attorney General's regulations. Consummation of the plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 ESCROW AGENT shall continue to hold the funds in escrow until otherwise directed in (a) a writing signed by both sponsor and purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

3.3 SPONSOR shall not object to the release of the escrowed funds to (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the plan or an amendment to the plan or (b) all purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.

3.4 If there is no written agreement between the parties to release the escrowed funds, ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to SPONSOR unless the purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's

regulations and has so notified ESCROW AGENT in accordance with such provisions.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the escrow account for seven years after release of the funds.

4.2 Upon the dissolution of a law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon his request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the accounts called for in this Agreement under the direct supervision and control of ESCROW AGENT.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to ESCROW AGENT.

6.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and compliance with the Attorney General's regulations.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is cancelled, by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

(c) All shares or units offered pursuant to the plan have been sold and all sales transactions have been consummated.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1 above, ESCROW AGENT shall deliver any and all funds held by it in escrow and any and all contracts or documents maintained by ESCROW AGENT to the new escrow agent.

8. SUCCESSORS AND ASSIGNS.

8.1 This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their successors and assigns.

9. GOVERNING LAW.

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

10.1 SPONSOR agrees that ESCROW AGENT's compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to ESCROW AGENT, if any, shall not be deducted from escrowed funds by any financial institution under any circumstance.

11. SEVERABILITY.

11.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. ENTIRE AGREEMENT.

12.1 This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT

Ami S. Longstreet

By: Ami S. Longstreet
Print Name

SPONSOR

OOT BROS. INC.

By: Earl L. Oot

By: Earl L. Oot, President
Print Name & Title

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 17

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

Three Hundred Forty-nine (349) units have been sold and closed as of May 31, 1996. Fifteen (15) units are under construction. There are five (5) units under Contract of Sale.

The Financial Statement of Erie Village Homeowners Association, Ltd., as of December 31, 1995, has been presented as prepared by Hall, Murphy & Dettor, LLP, under date of April 29, 1996.

The Sponsors are no longer in control of the Board of Directors as of August 1, 1991.

There has been no increase in the Association charges. A new budget was adopted for the year 1996 (See Schedule A, with attached Treasurer's Report letter, attached hereto).

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 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 Homeowner's monthly assessment and shall be a lien against the premises. All notices sent to the Homeowners shall be by registered mail."

Attached to this amendment, as Schedule B, is a statement concerning Financial Disclosure as required by the Department of Law to provide complete and updated information.

The Offering Plan is still in full force and effect.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment 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 10th 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

Notary Public
City of Fayetteville, NY
11/30/97

SCHEDULE B

FINANCIAL DISCLOSURE as required by the Department of Law to provide complete and updated information.

1. There are will be 500 units in Erie Village, including the unsold units.
2. Unsold units do not bear a common charge until they are conveyed to the Purchasers. All costs associated with unsold units, including maintenance, fire and liability insurance are paid by the Sponsor prior to conveyance to the ultimate customer.
3. The aggregate monthly rent received from tenants of the units owned by the Sponsor is for Unit 154. This unit is the only unit that any of the Sponsors have individual control of and are renting on a month to month basis. The renter pays her own respective charges.
4. There are no financial obligations to the Homeowners Association that will become due within the next twelve (12) months from the date of the amendment other than the common charges for the Units owned by the Sponsor, including but not limited to reserve and working capital fund payments and payments for repair and improvement obligations.
5. The Sponsors have adequate resources in their own name to meet any financial obligation to the HOA, including common charges, reserves, working capital fund payments and payments for repair and improvement obligations.
6. The Sponsor of all unsold units is current on all financial obligations under the Offering Plan, including, but not limited to, maintenance or common charges, reserve or working capital fund payments, assessments, and payments for repairs or improvements promised in the plan. The Sponsor of unsold units is current on payments of underlying mortgages and loans for which units have been pledged as collateral or mortgaged. The Sponsor, as owner of unsold units, is current with regard to all obligations and has not in the past had past due accounts during the year prior to the filing of the amendment.

7. The Sponsors have no other interest in other buildings covering by Offering Plans with relation to unsold units or as general partner or principal of the Sponsor or holder owning more than ten percent (10%) of the units.

8. Sponsor Earl L. Oot is also Sponsor in a Homeowners Association filed with the State of New York with regard to Bacon Hill Homeowners Association. This HOA exists for the sale of lots only and does not have any structures constructed until after the closing and passing of title. The Sponsor and principal in the foregoing Bacon Hill Homeowners Association are current in all financial obligations as an individual, general partner or principal.

9. The Sponsor is no longer in control of the Board of Directors having relinquished control of the Homeowners Association on July 1, 1989.