

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by **LOCUST HILL MEADOWS, LLC**, domestic corporation with offices located at 300 Ohio Street, Buffalo, Erie County, New York, 14204, hereinafter referred to as "Declarant ."

WHEREAS, Locust Hill Meadows, LLC is the owner of certain real property in the Town of Henrietta, County of Monroe and State of New York, more particularly described in Schedule A attached hereto and made a part hereof, said land in its entirety being hereinafter referred to as the "Properties"; and

WHEREAS, Declarant has subdivided the properties ^{and} desires to subject the same to those certain covenants, conditions and restrictions as hereinafter set forth; and

WHEREAS, the Declarant has deemed it desirable for the preservation of the values and amenities in this community to create an Association to which should be delegated the power to maintain and administer the property with the power to enforce the Covenants, Conditions, Easements and Restrictions herein and to collect and disburse the assessments and charges hereinafter created; and

WHEREAS, Locust Hill Meadows Homeowners Association, Inc. is a New York not-for-profit corporation formed for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Schedule A attached hereto and made a part hereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Box 235
J. GUADAGNINO

MONROE COUNTY CLERK
2015 JAN 27 PM 2:44

RECORDED

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Locust Hill Meadows Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any dwelling which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to Schedule A which includes all lots and common areas.

Section 4. "Common Area" shall mean all real property owned by the Association subject to easements for the common use and enjoyment of the owners

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the property.

Section 6. "Declarant" shall mean and refer to Locust Hill Meadows, LLC, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area, including any necessary rights of ingress and egress to owners' property over the common area, which easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

A. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 75% of each class

of members and their mortgagees, agreeing to such dedication or transfer, has been recorded.

B. The right of the Association, pursuant to its By-Laws, to adopt Rules and Regulations governing the use of the common area, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

ARTICLE III

EASEMENTS

Section 1. Easements for Utilities. Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the properties, provided any such easements shall be located within 10 feet of the lot line.

Section 2. Other Easements. There is hereby created a blanket easement, provided use of said easement does not interfere with any improvements upon, across, over and under all of the properties, for ingress and egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, waste water, surface water, gas, telephones, electricity, cable television and a master television antenna system.

By virtue of this easement, it is expressly permissible to erect and maintain the necessary equipment on the properties, and to affix and maintain underground electrical or telephone wires and conduits, waste water, surface water and other water lines, on, above or below any land owned by the Association and/or owners.

An easement is hereby reserved to Declarant to enter the lots during the period of development and sale of the properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the development and sale of lots, including, without limitation, a sales office, storage area and signs, provided that this does not unreasonably obstruct access by members of the Association.

Section 3. Easements for Encroachments. Each lot, and the property included in the common area, shall be subject to an easement for encroachments created by construction, settling and overhangs for all buildings constructed by Declarant. A valid easement for said encroachments, and for the maintenance of same, shall and does exist so long as such encroach-

ments stand.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a dwelling which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any dwelling which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of Declarant. Each Class A member shall be entitled to one vote. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any unit, nor shall any member be entitled to more than one vote regardless of the number of units owned by that member.

Class B. The Class B members shall be the Declarant, its successors or assigns, and shall be entitled to one vote for so long as one lot is owned by Declarant. The Class B membership shall cease and be converted to Class A membership when title to all 70 lots have been transferred. Class A members shall not be entitled to vote for members of the Board of Directors until after all 70 lots have been transferred. The declarant has reserved the right, at its discretion, to transfer the Association property and/or control of the Board of Directors at an earlier date.

ARTICLE V

COVENANT FOR ANNUAL OR SPECIAL ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the properties, hereby covenants, and each owner of any unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and

collected as hereinafter provided. The covenant in this Section shall not constitute a guarantee, or promise of any kind by Declarant to pay any assessment, or any other obligation of any owner, other than Declarant. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who is the owner of such unit at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to the owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively (1) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the areas of common use for the benefit of its members, their guests, tenants and invitees; and (2) to maintain the private drives, open green areas, retention pond, nature trail and sidewalks along the private drive, Surrey Hill Way.

Section 3. Date of Commencement of Annual Assessments and Due Dates. The assessments provided for herein shall be fixed from time to time, but at least annually, and shall commence as to all units on the 1st day of the month following the recording of this Declaration, and shall be prorated on the basis of the Estimated Budget for the first year, published in the Offering Plan, according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of subsequent assessments from time to time, but at least annually, for each unit at least 30 days in advance of annual assessment period. Written notice of the assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the owner of each unit one-twelfth (1/12) of the annual assessment for such unit. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer, or the Managing Agent, if any, of the Association setting forth whether the assessments on a specified unit have been paid. Such certificates shall be conclusive evidence of

payment of any assessment therein stated to have been paid.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the area of common use, and the lots, or any of them, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members, present in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article V shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members, in person or by proxy, entitled to cast two-thirds (2/3) of all the votes of the membership shall constitute a quorum.

Section 6. Uniform Equal Rate of Assessment. Both annual and special assessments must be fixed at a uniform equal rate for all units and may be collected on a monthly basis.

Section 7. Effect of Non-Payment of Assessment and Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the maximum prevailing legal rate per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against such owner's unit, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property and such owner hereby expressly grants to the Associa-

tion a power of sale in connection with the foreclosure of said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other unit owners. The Association, acting on behalf of the unit owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the areas of common use, abandonment of his unit, or by renunciation of membership in the Association. An owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 8. Subordination of the Association Lien to First Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to foreclosure of any first mortgage, or by deed in lieu of foreclosure, given as above provided, shall extinguish the lien of such assessments as to payments which were due prior to the foreclosure sale and transfer. No foreclosure sale or transfer shall relieve such unit owner from liability for any assessments thereafter becoming due or relieve the unit from the lien thereof.

Section 9. Reserves and Surplus. The Association's Board may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary to be desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall not be obligated to spend in any fiscal year all the sums collected in such year, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the annual assessment in the succeeding year, but may carry forward the same from year to year.

Section 10. Contractual Authority. The Association shall be entitled to contract with any corporation, firm or other entity in the performance of the various duties imposed on the Association hereunder and the performance by any such entity shall be deemed the performance of the Association hereunder.

Section 11. Payments by Declarant. In spite of any provision to the contrary in this Article V, the Declarant shall not be liable for the payment of common charges for any unsold lots owned by it, unless and until said lots are improved by completed units. For purposes of this section, a completed unit shall be a unit for which a Certificate of Occupancy has been issued by the Town of Henrietta. The Declarant shall, however, contribute to the Association the amount equal to the difference between the cost of operating the Association and the assessments collected from owners as set forth in the projected budget. Similarly the Declarant shall not be obligated to make any capital contribution except for the lots on which units have been completed and are retained by Declarant.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. Common Area Maintenance. The Association shall be responsible for maintenance of private drives, open green areas, retention pond, nature trail and sidewalks along the private drive, Surrey Hill Way.

Section 2. Repairs and Maintenance Which Are Not the Responsibility of the Association. Any maintenance, repair or replacement necessary to preserve the appearance and value of the property but which is occasioned by a negligent or willful act or omission of an owner (including any family member, guest or invitee of the owner or the Declarant), shall be made at the cost and expense of such owner or the Declarant, as the case may be. If such repair or replacement is performed by the Association, it shall not be regarded as a common expense, but rather shall be considered an expense attributable to the specific unit and such cost shall be added to the owner's assessment and shall constitute a lien on the unit to secure the payment thereof. Maintenance of the lot and the home thereon shall not be provided by the Association, and shall be the responsibility of the lot owner.

ARTICLE VII

ALTERATION OF LOTS AND USE OF PROPERTY

Section 1. Alteration to Improvements. Once initially constructed improvements

have been completed on a lot, no exterior alteration, addition or modification to these improvements may be made by an owner or his successor without first obtaining the prior written approval of the Board of Directors which, in its discretion, may require such reasonable plans and specifications before reviewing any such request for alteration.

Section 2. Advertising and Signs. Except for signs erected by or the permission of the Declarant in connection with the initial development, lease or sale of units, no political or additional sign or other advertising device of any nature shall be placed for display to the public on any lot or other portion of the property, except temporary signs placed in building windows advertising property for sale or rent.

Section 3. Pets. No animals of any kind shall be raised, bred or kept in any dwelling or lot except a single animal or bird commonly known as a household pet unless prior written consent is obtained from the Board of Directors. No owner or resident shall allow any pet to run free on the areas of common use. Pets on the areas of common use shall be on leash and accompanied by an adult. Owners shall be responsible for picking up after pets.

Section 4. Plantings, Screening and Fences. Any plantings, fence enclosures or walls initially developed on a lot or other portion of the property shall not be removed or replaced with other than a similar type of planting, fence or wall except with the permission of the Board of Directors or the Architectural Committee if one has been appointed. Except for the foregoing, no fence, wall or planting of any kind shall be planted, installed or erected upon a lot or other portion of the property unless approved by the Board of Directors or the Architectural Committee if one has been appointed. Notwithstanding the foregoing, no fence, wall or planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 5. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, wood piles, rubbish, refuse, garbage, trash or other waste material (all of which are referred to hereinafter as "Trash") shall be kept, stored or allowed to accumulate outdoors. All such trash shall be kept within the garage or in the owner's home. Trash containers may be placed in

the open within 24 hours of a scheduled pick-up, at such place designated by the Board of Directors or the Architectural Committee so as to provide access to persons making such pick-up. The Board of Directors or the Architectural Committee may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the property.

Section 6. No Above Surface Utilities Without Approval. Except for electric transformers and connecting terminals, no facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the property without the prior written approval of the Board of Directors or the Architectural Committee.

Section 7. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances, shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort or welfare; (ii) be injurious to property, vegetation or animals; (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulation or other governmental law, ordinance or code.

Section 8. Dwelling in Other Than Residential Lots. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage or building in the course of construction, or other temporary structure shall be used, temporarily or permanently, as a dwelling on any lot or other portion of the property except with the consent of the Board of Directors.

Section 9. Television and Radio Antennas. No outside television or radio antennas, nor any satellite dish, shall be erected on any lot or other portion of the property, except satellite receivers not exceeding 18" in diameter which must be approved by the Board of Directors of

the Homeowners Association.

Schedule 10. Residential Use Only. Except as provided in Section 11 below, the property shall be used only for single-family residential purposes and purposes incidental and accessory thereof except that so long as the Declarant holds for sale any lot or dwelling on the property, the Declarant may use one or more lots or other portions of the property for model homes and/or a real estate office.

Section 11. Commercial and Professional Activity on Property. No wholesale or retail business, including any salon, studio, laboratory, home industry or medical or dental office, shall be conducted in or on any lot or other portion of the property, except (i) by the Declarant in conjunction with the initial construction, development, lease and sale of lots and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

Section 12. Outside Storage. Outside storage or parking for commercial or recreational vehicles, camper bodies, boats and trailers shall be prohibited except as may be otherwise permitted by the Association's Board of Directors (unless prohibited altogether by the applicable zoning requirements).

Section 13. Outdoor Repair Work. With respect to a lot or other portion of the property to which title has been transferred by the Declarant, no work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on the property, except with the consent of the Board of Directors.

Section 14. Oversized, Commercial or Unlicensed Vehicles. Unless used in connection with the construction or sale of units by the Declarant, or maintenance of the property, the following shall not be permitted to remain overnight on the property:

- (a) no recreational vehicles, boats, trucks or commercial vehicles of a weight of over one ton
- (b) unlicensed motor vehicles of any type

Section 15. Clotheslines. No outdoor drying or airing of any clothing or bedding shall

be permitted within the property unless authorized by the Board of Directors or the Architectural Committee.

Section 16. Pools. No in-ground or above ground pool shall be permitted anywhere on the property.

Section 17. Air Conditioners. No unit owner shall install or permit to be installed any-mounted or through-the-wall mounted air conditioning unit in his dwelling.

Section 18. Basketball Backboards. No basketball backboards and nets shall be installed or permitted to be installed anywhere on the property.

Section 19. Each member's dwelling and lot shall be maintained in good repair and overall appearance. If a member fails to maintain his house or lot in a reasonably well maintained and orderly manner, the Board of Directors may contract for exterior and/or yard maintenance and any expenses incurred shall be considered additional common charges against the lot in question.

ARTICLE VIII

INSURANCE

Section 1. Liability Insurance. The Association shall obtain and keep in full force and effect a policy of general liability insurance on the areas of common use. The premium for this insurance shall be billed to the Association and the cost thereof shall be included in the annual assessment to the owners.

Section 2. Other Insurance. Each owner shall obtain insurance, at his own expense, insuring his residence and all other insurable improvements upon his lot in an amount equal to the maximum insurable replacement value. The Board of Directors shall have no responsibility to maintain insurance of any kind on individual residential units.

The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time, including "umbrella" catastrophe coverage.

The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to

time determine, covering each member of the Board of Directors, the managing agent and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Section 3. No Liability for Failure to Obtain Above Coverage. The Board of Directors shall not be liable for failure to obtain any of the coverage required by this section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is so available only at demonstrably unreasonable cost.

Section 4. Deductible. The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense if the loss involves property for which the Association has maintenance responsibility, provided, however, that the Board of Directors of the Association may assess any deductible amount necessitated by the gross negligence or wantonly malicious act of an owner against such owner. The Association may pay the deductible portion for which such owner is responsible, and the amount so paid, together with interests and costs of collection (including attorney's fees), shall be a charge and continuing lien upon the unit involved, shall constitute a personal obligation of such owner and shall be collectible in the same manner as assessments under Article VI of this Declaration.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 30 year period by an instrument signed by not less than 80% of the lot owners, and thereafter by an instrument signed by not less than 75% of the lot owners. Any amendment must be recorded.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either in corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day of NOV., 2004.

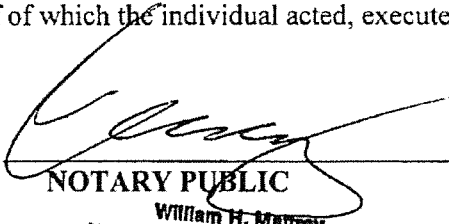
LOCUSTMILL MEADOWS, LLC

By:  _____, President

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JUNIOR CLERK

STATE OF NEW YORK)
COUNTY OF ERIE)

On this 5th day of NOV., 2004, before me, the undersigned, personally appeared ANTHONY CUTARA, personally known to me or provided 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC
William H. Matney
Notary Public, State of New York
Qualified in Erie County
My Commission Expires February 28, 2007

SCHEDULE A

All That Tract or Parcel of Land situate in the Town of Henrietta, County of Monroe and State of New York, being part of Town Lot Nos. 1 and 3 in the First Range of Lots in Township 12, Range 7 of the Phelps and Gorham Purchase and being more particularly described as the Locust Hill Meadows Subdivision as shown on the maps entitled "Amended Subdivision Plan and Resubdivision of Lots 7 and 8" made by Corneles Engineering, P. C., and filed December 8, 2004 in the Monroe County Clerk's Office in Liber 322 of Maps at page 57, 58 and 59.

Together with a permanent and perpetual easement and right of way in favor of the above described premises in common with others, over and across a roadway known as Surrey Hill Way, formerly known as Pitts Colony Drive, lying and being in the adjoining premises formerly known as Phases I and II of Pitts Colony and now known as the Surrey Hill Condominium as conveyed by Arnold Scagliola to Pitts Colony Associates by the Deed recorded in the Monroe County Clerk's Office on December 26, 1979 in Liber 5737 of deeds at page 65, and more particularly as shown on maps prepared by Sear Brown Associates, redated December 10, 1979 and bearing Drawing No. 2158.01-1 and 2158.01-2 for the purpose of ingress and egress over and across said roadway.

Said access easement is also described in the Private Road Easement for Surrey Hill Way as described in the Agreement dated September 24, 1981 and recorded October 2, 1981 in the Monroe County Clerk's Office in Liber 6048 of Deeds at page 213.

Property Address : Locust Hill Meadows Sub.

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
LOCUST HILL MEADOWS HOMEOWNERS ASSOCIATION**

**LOCUST HILL MEADOWS TOWNHOMES SUBDIVISION
TOWN OF HENRIETTA, MONROE COUNTY, NEW YORK**

This AMENDMENT to the Declaration, made this 27th day of July, 2005, by Locust Hill Meadows, LLC, with a mailing address of 1325 Millersport Highway, Amherst, Erie County, New York, 14421.

WHEREAS, Locust Hill Meadows, LLC, is the "Sponsor" of Locust Hill Meadows Homeowners Association as established by a Declaration of Covenants, Conditions and Restrictions dated November 5, 2004 recorded in the Monroe County Clerk's Office on January 7, 2005 in Liber 10072 of Deeds at page 572, hereinafter referred to as the "Declaration", and

WHEREAS, the Declaration provided that certain real property described therein was subject to a uniform plan of covenants, conditions and restrictions, and

WHEREAS, the Sponsor wishes to amend the Declaration to revise the following articles of the uniform plan of covenants, conditions and restrictions:

ARTICLE VI, Section 1. Common Area Maintenance. The Association shall be responsible for maintenance of private drives, open green area, retention pond, nature trail and sidewalks along Surrey Hill Way. The Association shall further be responsible for the maintenance of the individual lawns and the snow plowing of the driveways.

NOW, THEREFORE, the Sponsor, for itself, its successors and assigns, declares that said Amendment to the Declaration of Covenants, Conditions and Restrictions shall run with the real property, shall be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and that the original Declaration of Covenants, Conditions and Restrictions remains in full force and effect except as amended herewith.

IN WITNESS WHEREOF, the undersigned, being the owner of real property subject to the Declaration, as amended, sets his hand and seal the date first above stated.

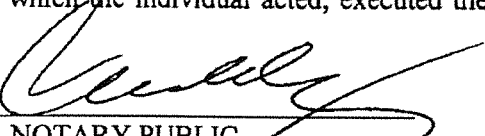
LOCUST HILL MEADOWS, LLC

By: 
ANTHONY J. CUTAIA, President

2005 AUG -8 AM 10:17
MONROE COUNTY CLERK

STATE OF NEW YORK)
COUNTY OF ERIE)

On the 23rd day of July, 2005, before me, the undersigned, personally appeared **ANTHONY J. CUTAIA**, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

William M. Mattrey
Notary Public, State of New York
Qualified in Erie County
My Commission Expires February 28, 2007

BY-LAWS OF
LOCUST HILL MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

Section 1. Name and Location. The name of the Association is **LOCUST HILL MEADOWS HOMEOWNERS ASSOCIATION, INC.** The principal office of the Association shall be located at 300 Ohio Street, Buffalo, Erie County, New York, 14204, but meetings of members and directors may be held at such places within the State of New York, Monroe County, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to the **LOCUST HILL MEADOWS HOMEOWNERS ASSOCIATION INC.**, its successors and assigns.

Section 2. "Owner" shall mean and refer to the owner, whether now or hereafter owned, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, unless or until such secured parties have acquired title pursuant to a foreclosure, or any proceedings in lieu of foreclosure.

Section 3. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration. It shall be appurtenant to and may not be separated from such lot ownership.

Section 4. "Areas of Common Use" shall mean all real property owned by the owners subject to easements for common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the filed subdivision map of the properties, with the exception of the common areas, which is or will be, improved by one dwelling.

Section 6. "Unit" shall mean and refer to the structure built on any lot.

Section 7. "Maps" shall mean and refer to any and all subdivision maps recorded or filed, from time to time, in the Monroe County Clerk's Office covering the properties.

Section 8. "Declarant" shall mean and refer to Locust Hill Meadows, LLC, its successors and assigns.

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Monroe County Clerk's Office.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held no later than three months after the conveyance of the first lot under the approved Offering Plan, and each subsequent regular annual meeting of the members shall be held during the same month as the first annual meeting, at a date and time to be fixed by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of a majority of the members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Waiver of Notice. Notice of Meeting need not be given to any member who submits a signed waiver of notice thereof whether before, during or after a meeting, nor to any member who attends the meeting without protesting prior to the conclusion thereof the lack of

notice to him.

Section 5. Quorum. The presence at the meeting of members entitled to cast or of proxies entitled to cast one-half (1/2) of the total number of votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum, as aforesaid, shall be present or represented.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of that member's lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of not less than three nor more than five Directors, who need not be members of the Association.

Section 2. Initial Board of Directors. Until the first annual meeting, the names and addresses of the directors shall be as follows:

Anthony J. Cutaia
1310 Northwood Drive
Williamsville, New York 14221

Fred H. Hanania
376 Argonne Drive
Kenmore, New York 14217

Frederick J. Hanania
5447 Pebble Beach Drive
Hamburg, New York 14075

The initial Board of Directors shall be declarant, who is authorized to choose the directors until all lots have been sold. The declarant has reserved the right, in its discretion, to transfer the Association property and/or control of the Board of Directors, at an earlier date.

Section 3. Term of Office. After all lots have been sold, members shall initially elect three Directors at the next annual meeting. The members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years, and at each annual meeting thereafter, the members shall elect one director for a term of three years.

Section 4. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. The Board may, however, by resolution, contract for and compensate any director rendering unusual, exceptional or professional services to the Association in an amount appropriate to the value of such services. Any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made from among members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meeting. Regular meetings of the Board of Directors shall be held bi-monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held

at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all of the members of the Board consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall exercise all the powers and duties permitted the governing body of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, and shall include but shall not be limited to the following powers and duties:

A. To make and collect assessments, including special assessments, against members to defray the costs of the Association.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. To assure the maintenance, repair, replacement and operation of all areas of common use for the enjoyment of the lot owners.

D. To assure the reconstruction of improvements after casualty and the further improvement of the properties.

E. To make and amend regulations respecting the use of the areas of common use, lots and lots.

F. To enforce by legal means the provisions of the Declaration, By-Laws and Regulations for the use of the properties.

G. To employ personnel for reasonable compensation to perform, or to retain and/or contract for, the services required for proper administration of the purposes of the Association.

H. To contract for management of the Association and to delegate to such contractor the powers and duties of the Board of Directors except such as are specifically required by the Association's By-Laws to have approval of the Board of Directors.

I. To suspend the right to the use of the areas of common use except for ingress and egress over the member's lot, during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended over a notice and hearing for a period not to exceed 60 days for an infraction of published rules and regulations.

J. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors.

K. To establish a capital reserve fund for repair and replacement of those deteriorating assets for which the Association is responsible.

L. To approve the annual budget as prepared by the Treasurer.

Section 2. Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all of its acts and Association affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by at least one-fourth of the members who are entitled to vote;

B. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

C. As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least 30 days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within 30 days after their due date, or to bring an action at law against the owner personally obligated to pay the same;

D. Issue, or cause an appropriate officer to issue, upon demand by any person, a Certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. If a Certificate states an assessment has been paid, such Certificate shall be conclusive evidence of such payment;

E. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

F. To assure the maintenance and repair of members' property and the areas of common use for the enjoyment of lot owners;

G. To cause a financial statement for the Association to be prepared and certified by the Association's independent public accountant following the end of the fiscal year.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall, at all times, be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may, from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members of the Association. Election shall be by a majority vote.

Section 3. Term. The officers of this Association shall be elected annually by the

Board and each shall hold office for one year unless that officer shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified thereon, and unless otherwise specified thereon, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy is any office not filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers shall be as follows, or as may later be established by written resolution of the Board of Directors:

A. President: The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign, when appropriate, all leases, mortgages, deeds and other written instruments, and shall cosign all checks and promissory notes.

B. Vice President: The vice president shall act in the place and instead of the president in the event of the president's absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of such officer by the Board.

C. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the

Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses.

D. Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and disburse such funds as directed by resolution of the Board; cosign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

E. The compensation, if any, of all officers and employees of the Association shall be fixed by the Board of Directors. However, a member of the Board shall not be entitled to compensation for his services as such, but he may be reimbursed for any out-of-pocket expenses incurred on behalf of the Association. This provision shall not preclude the Board of Directors from employing a Director as an officer or employee of the Association.

ARTICLE IX

FISCAL MANAGEMENT

The provisions for fiscal management of the Association as set forth in the Declaration shall be supplemented by the provisions which follow:

1. **Assessment Roll.** The assessment roll shall be maintained in a set of books of account in which there shall be an account for each lot in the subdivision. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments came due, the amounts paid upon the account and the balance due upon assessments.

2. **Budget.** The Board of Directors shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Association in the manner provided for in the Declaration.

3. **Depository.** The depository of the Association shall be such bank or banks as shall

be designated from time to time by the Board of Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall only be by checks signed by such persons as are authorized by the Board.

4. **Audit**. An audit of the accounts of the Association including a summarization of receipts and expenditures, shall be made annually at the end of each fiscal year by a certified public accountant, selected by the Board, and a copy of the report, including the summarization of receipts and expenditures for the year, shall be furnished to each member.

5. **Fidelity Insurance**. Fidelity insurance shall be required by the Board of Directors for all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such insurance shall be determined by the Board of Directors, but shall be at least the amount of the total annual assessments against members. The premium on such insurance shall be a common expense and be paid by the Board of Directors.

ARTICLE X

INDEMNIFICATION

To the extent permitted by law, the Association shall indemnify and hold harmless any person made a party to any proceeding by reason of the fact that such person is or was a Director or officer of the Association against any loss or expense incurred by said person by reason of such proceeding, including the settlement thereof, except in relation to matters which such person is adjudicated to be liable for gross misconduct in the performance of that person's duties

ARTICLE XI

COMMITTEES

The Board of Directors may appoint an Architectural Committee, as provided in the Declaration. In addition, the Board may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII

TENANTS

Any lease of a building within the subdivision shall provide for full compliance by the tenant with the Declaration, these By-Laws, and the rules and regulations of the Association. Should a tenant be in violation thereof at any time, the Association may send the owner of the lot which said tenant occupies written notice of such violation by certified or registered mail, return receipt requested, at his or her address as set forth in the books and records of the Association. If the violation is not cured or eviction proceedings commenced against the tenant by the owner at the owner's expense within 10 days after the owner has received notice of such violation, the Association may pursue any remedies which it may have.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from such date at the legal rate of interest and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and the interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. In addition, the Association has the right to levy a late charge on delinquent accounts five days after the assessment is due.

**ARTICLE XV
AMENDMENTS**

These By-Laws may be amended at a regular or special meeting of the members by a vote of two-thirds at a quorum of members present in person or by proxy.

**ARTICLE XVI
CONSTRUCTION AND INTERPRETATION**

Section 1. The Association shall have the right to construe and interpret the provisions of these By-Laws and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

Section 2. Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable Rules and Regulations regarding the administration, interpretation and enforcement of the provisions of the Declaration and these By-Laws. In so adopting and promulgating such Rules and Regulations, and in making any finding, determination, ruling, or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interests of the owners and residents of the property to the end that the property shall be preserved and maintained as a high quality community.

Section 3. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Secretary

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Locust Hill Meadows Home-owners Association, Inc. and

THAT the foregoing By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 20_____.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of _____, 20_____.

Secretary

CERTIFICATE OF INCORPORATION

OF

LOCUST HILL MEADOWS HOMEOWNERS ASSOCIATION, INC.

Under Section 402 of the Not-for-Profit Corporation Law

The undersigned, for the purpose of forming a corporation under Section 402 of the Not-for-Profit Corporation Law of the State of New York, does hereby certify that:

1. The name of the corporation is **LOCUST HILL MEADOWS HOMEOWNERS ASSOCIATION, INC.**
2. The corporation is a corporation as defined in Subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law.
3. The purposes for which the corporation is to be formed are to hold real property and to provide maintenance, preservation and architectural control of the residence lots and common areas within the Locust Hill Meadows Subdivision located in the Town of Henrietta, County of Monroe and State of New York; to promote and protect the interests, health, safety and welfare of the residents within the above property and any additions thereto; and to enforce all covenants, conditions, easements, restrictions and agreements relating to or affecting said property. In addition to the foregoing corporate purposes, the Corporation may do any other act or thing incidental to or in connection with the foregoing purposes or in the advancement thereof, and to do lawfully all and everything necessary, suitable land proper for the attainment of any of these purposes, the accomplishment of any of these objects, or the furtherance of any of the powers hereinabove set forth; and to have, enjoy and exercise all of the rights, powers, privileges and exemptions which are now or may hereinafter be conferred upon not-for-profit corporations organized under the laws of the State of New York, as they now exist or may be amended or supplemented and to do lawfully all and everything necessary, suitable and proper for the attainment of any of these purposes, the accomplishment of any of these objects, or the furtherance of any of the powers hereinabove set forth; and to have, enjoy and exercise any and all rights, powers, privileges

and exemptions which are now or which may hereinafter be conferred upon not-for-profit corporations organized under the laws of the State of New York, as they now exist or may be amended or supplemented.

No part of the net earnings of the Corporation shall inure to the benefit of any member, trustee, director, officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation) and no member, trustee, officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation.

The foregoing clauses shall be construed both as objects and powers, in furtherance, and not in limitation, of the general powers conferred by the laws of the State of New York, and it is expressly provided that the enumeration herein of specific objects and powers shall not be held to limit or restrict in any way the general powers of the Corporation.

4. The Corporation is a corporation as defined in Subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and a Type A Corporation under Section 201 (Purposes) of the Not-for-Profit Corporation Law. The limitations of the Corporation's purposes set forth in this Certificate of Incorporation are in compliance with its Type A status.

5. The offices of the corporation is to be located in the County of Erie and State of New York.

6. The names and addresses of the initial directors of the corporation are:

ANTHONY J. CUTAIA
1310 Northwood Drive
Williamsville, New York 14221

FRED H. HANANIA
376 Argonne Drive
Kenmore, New York 14217

FREDERICK H, HANANIA
5447 Pebble Beach Drive
Hamburg, New York 14075

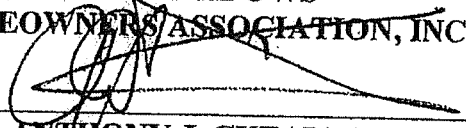
7. The Secretary of State of the State of New York is hereby designated as the agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

Locust Hill Meadows Homeowners Association, Inc.
300 Ohio Street
Buffalo, New York 14204

IN WITNESS WHEREOF, the subscriber has signed this certificate this 23rd day of April, 2004 and hereby affirms that the statements made herein are true under the penalties of perjury.

**LOCUST HILL MEADOWS
HOMEOWNERS ASSOCIATION, INC.**

By: _____


ANTHONY J. CUTAIA, President
1325 Millersport Highway
Williamsville, New York 14221