

SEVENTH AMENDMENT TO OFFERING PLAN

Woodcliff Homeowners Association, Inc.
345 Woodcliff Drive, Town of Perinton
Monroe County, New York

Amount of Offering - \$7,700.00

The cost of membership in the Woodcliff Homeowners Association is included in the purchase price of the homes. There are forty-four (44) townhomes being offered in this initial development and is likely that the project will be expanded to a total of ninety (90) townhomes, and perhaps more, but in no event shall the Association include more than three hundred twenty-five (325) units.

Name and Address of Sponsor: Fairways at Woodcliff
345 Woodcliff Drive
Fairport, New York 14450

Name and Address of Selling Agent: Fairways at Woodcliff
345 Woodcliff Drive
Fairport, New York 14450

Date of Amendment Number 7: September 24, 1991.

This Plan may not be used beyond one (1) year from the filing date of this Seventh Amendment unless extended by a subsequent amendment.

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL MEMBERSHIP INTERESTS IN THE WOODCLIFF HOMEOWNERS ASSOCIATION. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY MEMBERSHIP INTERESTS. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

This Seventh Amendment to the Offering Plan for Woodcliff Homeowners Association, Inc. is filed for the purposes of:

1. Extending the effectiveness of the Offering Plan.
2. Disclosing a change in the identity of the Sponsor in that one of the joint venturers, Deerfield Townhouse Company, Inc. bought out the one-half interest of the other joint venturor, Mosely Realty Corp. on March 15, 1991.

3. Disclosing a mortgage given by the Sponsor to Chase Lincoln First Bank, which is secured by unsold lots owned by the Sponsor, in the amount of \$2,047,210.00 along with other properties owned by Deerfield Townhouse Company, Inc.

4. Clarifying that the Sponsor's present choice as to the method of determining the Sponsor's contribution to the Woodcliff Homeowners Association budget will continue to be made by the Sponsor after the Sponsor gives up control of the Homeowners Association, and that the maximum payment by the Sponsor shall be the total common charges on all unsold lots.

5. Amending Article VI, page 42 of the Offering Plan and Article VIII, pages 44-50 of the Offering Plan regarding Exterior Maintenance and Use of Property. See attached sheets.

As of the date of this Amendment, the Sponsor is still in control of the Board of Directors of the Woodcliff Homeowners Association.

All material changes of facts or circumstances affecting the Woodcliff Homeowners Association are included in the Offering Plan, the First through Sixth Amendments, and this Seventh Amendment.

DATED: September 24, 1991

FAIRWAYS AT WOODCLIFF

BY: 

STACEY HARALAMBIDES, President
Deerfield Townhouse Co., Inc.
d/b/a FAIRWAYS AT WOODCLIFF

SPONSOR: Fairways at Woodcliff

In addition to the Declaration of Covenants, conditions and Restrictions, pages 32-56 of the OFFERING PLAN (May 4, 1987), the following guidelines are presented to Homeowners of Woodcliff Townhomes (nos. 1-54: 43 units) in an attempt to provide continuity in dwelling and landscaping appearances.

MAINTENANCE

Entranceway Door and Threshold:

Front entrance door and jambs maintenance is the responsibility of the Homeowner.

Front entrance threshold maintenance is the responsibility of the Homeowner's Association.

Watering:

All trees, shrubs and greenery planted in the original or approved landscaping of common areas are maintained by the Homeowner's Association. However, it is impossible to manage watering of these plants during times of drought.

The Homeowner is asked to take initiative throughout the growing season for watering areas surrounding the dwelling to minimize loss of plantings and lawns. Replacement of plantings is expensive and costly to ALL Homeowners.

Hoses and Sprinkler equipment are to be removed from the lawn area so that lawn mowing may take place (usually Thursday or Friday).

USE OF PROPERTY

Signs and ornaments:

No signs or ornaments are to be attached to or hung from the front or sides of the dwelling.

Seasonal decorations may be displayed but are to be removed within 2 weeks of the holiday.

The rear patio/deck areas may be used with discretion so as not to cause unsightliness or visual pollution of the area.

Firewood:

Firewood is to be stored in the Homeowner's garage or neatly stacked under the Homeowner's deck. Care is to be taken so that exterior stacked firewood does not come in contact with the wood siding of the dwelling. Any damage done to the siding because of the firewood will be the Homeowner's responsibility to repair. All storage of exterior firewood is to be done in such a manner so as to be least visible to adjoining dwellings.

Planting:

No permanent plantings (trees, shrubs, ground cover, etc.) may be added or removed from the existing landscaping without obtaining approval from the Board of Directors and/or the Architectural Review Committee.

Flowering annuals/greenery may be planted in the ground and in the patio areas (front and rear) and displayed in containers at the entranceway, patios (front and rear) and decks.

Hanging planters may be used in rear patio/deck areas only.

All annual plantings must be well-maintained by the Homeowner. The HOA/HOA's contractors shall not be responsible for any damage done to these plantings.

Plant containers are to be architecturally compatible with the dwelling and landscaping.

At the end of the season (by November 15) all annual plant materials and plant containers are to be removed from the entranceway, patios and deck areas.

Garden Ornaments:

Bird baths, bird feeders, pole planters, etc. are allowed in the rear patio/deck areas only.

No ornaments, decorations, or furniture are to be placed in or on the lawns.

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Seating used in the front entranceway and/or front patio area is to be architecturally compatible with the dwelling and landscaping. All other furniture items are to be located on the rear patios/decks.