

A Home Owners Association (HOA) has been established in our Active Adult Communities. The following is a brief overview of what the HOA will provide.

- One of the purposes of the HOA is to establish how the affairs of the community's common areas will be administered and maintained.
- Another is to administer the maintenance of the exterior of the homes within the community.
- The HOA also establishes a budget for the required maintenance of the common areas and the exterior of the homes.
- The HOA will be managed by the developer until an established number of homes have been sold; when this point is reached, the HOA will be managed by the residents.
- Each Property owner has an interest in the HOA proportional to the number of homes within the community. As an example, if there are 24 homes, then each owner has a 1/24th interest in the common area.

What services are provided by the HOA?

- All landscaping and lawns. Including the common areas and individual lawns and plantings.
- Snow Removal
- Trash removal
- Exterior repair and replacement of the homes, such as:
 - Painting, siding, roof, ext. trim, sidewalks and driveways

What services are provided to the community by the Town?

- All normal and usual services that are furnished to other residents of the Town. Including fire protection.
- The streets and sidewalks will be dedicated to and maintained by the Town.
- Street lights will be provided by the Town and paid for as part of the lighting district for the community.

General Restrictions – The HOA documents will not allow activities that could be disruptive to the harmony of the community. Such as but not limited to, Noxious or Offensive activities, commercial activity, outside repair work to junk vehicles, non-registered vehicles, and satellite dishes greater than 18" in diameter. Details are provided on the following four pages.

Age Restrictions – In summary, homeowners must be 55 years of age or better to own and regularly reside within the community. Provisions have been made for a spouse under the age of 55. At least 80% of the homes must be owned by someone who is 55 or better.

Monthly Maintenance Fee – as of March, 2008 the monthly fees for our communities are estimated to be approximately \$135 per month. The stated amount is an estimate only and provided only as an approximation and is subject to change without notice.

The information provided on this page is only a summary, and therefore may not accurately reflect the actual data contained in the HOA documents as registered with the State of New York, it is provided only as a general outline only. If you are interested in specific detailed information please contact us directly and we will provide you with a set of the registered documents.

The following four pages are from the registered HOA documents for The Villa's At Wheatland Meadows, They provide more specific information that what is contained in the outline above.

Section 1. Common Area Maintenance. The Association shall repair and maintain the areas of common use, including the driveways and all landscaped areas and also maintain, repair and replace all pipes, wires and conduits located in the areas of common use for which a utility company or other entity is not responsible. The Association shall also be responsible for maintenance of all shrubbery and other plants installed by the Association.

Section 2. Exterior Building Maintenance. In addition to the maintenance of the areas of common use, the Association shall provide exterior maintenance upon each building as follows: paint, stain, repair, replace and protect roofs, gutters, down spouts, exterior building surfaces and other exterior improvements, including snow plowing of the driveways and sidewalks. Such exterior maintenance shall not include any patios, decks, glass surfaces, doors, screen or screen doors. The Owner shall be individually responsible for the watering of the lawn and shrubbery surrounding his/her individual Lot.

Section 3. 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 Lot and such cost shall be added to the Owner's assessment and shall constitute a lien on the Lot 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 OWNERSHIP AND OCCUPANCY OF HOMES

Section 1. Ownership Restriction. Ownership of homes in this project shall be restricted to the Declarant or Owners, 80% of which must be 55 years of age or older at the time they take title to a home. If more than one individual holds title to the home, at least one of those individuals must be at least 55 years of age, subject to the 80% requirement for the subdivision. Persons under 12 years of age may not be residents of the homes in this project. Visitors to the Owners who are under 12 years of age shall not be permitted to visit the Owners for more that a period of 10 consecutive days in any one year.

Section 2. Renting of Homes. Homes in this project may not be rented to anyone under 55 years of age. In the event of a rental to an individual or individuals at least 55 years of age, such rental must be for a minimum period in excess of 30 days. Pursuant to a rental agreement with the Owner, any member of a tenant's family shall not be younger than 12 years of age. A resident who is between 12 and

55 years of age and who resides in the home of the tenant must be an immediate family member (son or daughter, brother or sister) of the tenant, who is at least 55 years of age.

ARTICLE VIII
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/her 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 Lots, 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, reptiles and/or insects of any kind shall be raised, bred or kept in any dwelling or on any 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 roam 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 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 or electronic means. 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 of boats, trailers and recreational vehicles are allowed for no more than 5 consecutive days or 20 days in any 12 month period.

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. 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 15. Air Conditioners. No Lot Owner shall install or permit to be installed any-mounted or through-the-wall mounted air conditioning Lot in a dwelling.

Section 16. Basketball Backboards. No basketball backboards and nets shall be installed or permitted to be installed anywhere on the property. No toys, bicycles, wagons, etc. shall be allowed to remain outside overnight.

Section 17. No change of exterior line, color or grade without the prior written permission of the Board of Directors.

Section 18. No change in landscaping is permitted without the prior written permission of the Board of Directors.

Section 19. No exterior decks and/or patios are permitted without the prior written permission of the Board of Directors.

Section 20. No in ground or above ground pools shall be permitted any where on the properties.

Section 21. Installation of any flag poles shall be in the front yard of the residence and shall be a minimum of 20 feet in height and a maximum of 22 feet. The butt diameter shall be no more than 3.75 inches and no less than 3 inches in diameter; the pole will proportionately taper to two inches at the top. All poles must be constructed of aluminum with a satin aluminum finish, or of fiber glass with a white finish, and shall be topped with a gold ball. An American flag, three by five feet, shall be the only flag flown, according to proper American flag etiquette. No worn or tattered flags will be permitted. If the flag is lighted, it shall be done so in such a manner so as not to create a nuisance. The light shall be directed upward and be of an appropriate wattage so as not to spill over on to the surrounding area.

ARTICLE IX INSURANCE

Section 1. Liability Insurance. Subject to the provisions of this Article, 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.