DECLARATION

OF

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,

EASEMENTS, CHARGES AND LIENS

(GOLF COURSE VLLAS)

MADE BY:	Whitehaven Properties, LLC 2258 Second Street Grand Island, NY 14221
DATED:	February 17, 2006
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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS GOLF COURSE VILLAS

THIS DECLARATION is made this 13 day of February, 2007 by **WHITEHAVEN PROPERTIES, LLC,** having an address at 2258 Second Street, Grand Island, NY 14072 hereinafter referred to as the "Developer".

W I T N E S S E T H

WHEREAS, Developer is the owner of real property described in Article II of this Declaration which Developer desires to develop into a residential development to be known as "Golf Course Villas"; and

WHEREAS, Developer desires that some of such real property be subdivided into lots upon which are or will be constructed residential dwelling units, which lots and units will be individually owned; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and the maintenance, repair and replacement of private drives and roads and storm water transmission facilities and appurtenances, and such other amenities as may constitute the “Association Property” (as hereinafter defined); and, to this end, desires to subject the real property described in Article II to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which shall be delegated and assigned the powers of (i) maintaining and administering the Association Property, (ii) administering and enforcing the covenants and restrictions contained herein, and (iii) collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated the Golf Course Villas Association, Inc. for the purpose of exercising the aforesaid functions.

NOW THEREFORE, Developer, for itself, its successors and/or assigns, declares that the real property described in Section 2.01 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. The following words, phrases or terms when used in this Declaration or in any instrument supplemental to this Declaration shall have the following meanings:

A. “Architectural Certificate” shall mean any certificate issued pursuant to Section 8.11 of this Declaration.

B. "Association" shall mean and refer to the Golf Course Villas Association, Inc.

C. "Association Property" shall mean and refer to all land, improvements and other properties now or hereafter owned by the Association.

D. "Builder" shall mean and refer to any person, partnership, corporation or other entity which undertakes the construction of a Unit on a Lot, whether or not the Lot was purchased from Developer.

E “Board of Directors” shall mean and refer to those persons elected or appointed pursuant to the By-Laws of the Association to govern the Association as required by this Declaration, the By-Laws, the Certificate of Incorporation of the Association and the New York Not-for-Profit Corporation Law.

F. “Certificate of Compliance" shall mean and refer to any document issued by the Developer pursuant to Section 7.02 of this Declaration.

G. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens - Golf Course Villas as it may from time to time be supplemented, extended or amended in the manner provided for herein.

H. "Developer" shall mean and refer to Whitehaven Properties, LLC, a New York Limited Liability Company and its successors and/or assigns, but shall not include a Builder.

I. “Director” shall mean and refer to an elected or appointed member of the Board of Directors of the Association.

J. “Improvement" shall mean and refer to any thing or device (other than trees and shrubbery) the temporary or permanent placement of which upon any Lot may affect the appearance of the Lot including, by way of illustration and not of limitation, any house, building, garage, porch, shed, greenhouse, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall, trees and shrubbery, or signboard, or any other temporary or permanent improvement to the Lot.

K. "Lot" shall mean and refer to any portion of the Property under the scope of this Declaration and (1) identified as a separate parcel on the tax records of the Town of Grand Island or (2) shown as a separate lot upon any recorded or filed subdivision map, but such term shall not include any Association Property.

L. "Member" shall mean and refer to each holder of a membership interest in the Association as such interests are set forth in Article III of this Declaration.

M. "Owner" or "Lot Owner" shall mean and refer to the holder of record title, whether one person or persons or entities of the fee interest of any Lot or Unit, whether or not such holder actually resides on such Lot or in such Unit. A Builder that has purchased a lot from Developer shall be an Owner with respect to such lot.

N. "Property" shall mean and refer to all land and the Improvements thereon as are subject to this Declaration.

O. "Unit" shall mean and refer to each completed dwelling unit (as evidenced by Issuance of a Certificate of Occupancy issued by the Town of Grand Island) situated on the Property or any dwelling unit on the Property which has been occupied as a residence, except that there shall be no Units on any Association Property.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. **Property**. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Grand Island, County of Erie and State of New York, all of which property shall be hereinafter referred to as the "Property" consists of all those lands described in Schedule "A" attached hereto.

Section 2.02. **Additional Property**. Other lands, i.e. lands in addition to the lands described in Schedule "A" to this Declaration (hereinafter "Additional Property") may become subject to this Declaration in the following manner:

(a) Without Consent of Owners. Developer may, without the consent of any Lot or Unit Owner(s), and within twenty (20) years of the date of recording of this Declaration, bring within the scope of this Declaration all or any portion of the lands described in Schedule "B" attached to this Declaration.

(b) With Consent of Owners. The owner of other lands, that is, lands in addition to lands described in Schedules "A" and "B" to this Declaration ("Additional Property") who

desires to add such lands to the scope of this Declaration and subject them to the jurisdiction of the Association may do so upon an amendment to this Declaration after obtaining the written approval of (i) Owners of 80% or more of the Lots not owned by the Developer and (ii) the Developer.

Such Additional Property shall be added to this Declaration by the recording in the Erie County Clerk's Office of a supplemental declaration which shall extend the scope of the covenants and restrictions of this Declaration to such additional property and thereby subject such Additional Property and the owner(s) of such Additional Property to assessments for their fair share of the of the expenses of the Association. Such supplemental Declaration may also include such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additional Property and as are not inconsistent with the provisions of this Declaration, including but not limited to a different assessment basis reflecting the maintenance costs to be incurred by the Association with respect to such Additional Property.

This section may not be altered or amended to abridge the Developer's right to bring lands within the scope of this Declaration prior to twenty (20) years from the date of recording of this Declaration without the written consent of the Developer.

Nothing contained in this Declaration or in any recorded or unrecorded map, plan, picture, drawing, brochure or other representation of a plan of development shall be construed as requiring Developer or the Association to subject to the provisions of this Declaration any other lands now or hereafter owned by them regardless of whether or not such lands are subjected to an agreement containing provisions similar to those contained in this Declaration.

Section 2.03. Mergers. Upon a merger or consolidation of the Association with another Association as provided in its Certificate of Incorporation or By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants, conditions and restrictions established upon any other properties. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

ARTICLE III
THE ASSOCIATION
STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS

Section 3.01. Formation of the Association. Pursuant to the Not-for-Profit Corporation Law, the Developer has formed the Association to own, operate and maintain the Association Property, to maintain, repair, and as necessary replace the private roadways owned by the Association, to remove snow from all such roadways, to maintain, repair, and as necessary replace the sidewalks within the development, sidewalks are a seasonal amenity, meaning their usability can vary with the seasons. No expectation of ability to use during winter months should be made, as snow storage issues may affect their functionality. The Association shall maintain, repair and as necessary replace storm sewers serving the development and to enforce the covenants, conditions and restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration, in the Certificate of Incorporation, and in the By-Laws of the Association, as the same may be amended from time to time. In addition to the limitations provided in this Declaration, the Association shall have all the powers and be subject to the limitations of the Certificate of Incorporation and of a not-for-profit corporation as contained in the New York State Not-for-Profit Corporation Law as the same may be amended from time to time.

Section 3.02. Membership. The Association shall have as Members only Owners and the Developer. There shall be no other qualification for membership. Membership shall be appurtenant to and shall not be separated from the ownership of a Lot or from the interest of Developer as defined In Article I of this Declaration.

Section 3.03. Voting Rights. Voting rights of Owners shall be as provided in the By-Laws of the Association. Any Owner shall be entitled to assign such Owner's right to vote, by power of attorney, by proxy or otherwise, provided that such assignment is made pursuant to the By-Laws of the Association. The By-Laws may require that the assignment specify the meeting or issue to which the assignment applies. The Developer may assign its right to vote in the Association to any person, corporation, association, trust or other entity, and such assignee of such right to vote may make any successive like assignments. All such assignments by the Developer or its successors shall be subject to any disclosure requirements of the New York State General Business Law or by regulations promulgated by the New York State Department of Law. The Developer may utilize a proxy or absentee ballot as may be permitted by the By-Laws of the Association.

Section 3.04. Holder of Security Interest Not a Member. Any person or entity which holds an interest in a Lot merely as security for the performance of an obligation shall not be an Owner.

Section 3.05. Meeting and Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of this Declaration, the Certificate of Incorporation, if any, and the By-Laws of the Association and the Not-for-Profit Corporation Law of the State of New York, as it may deem advisable for any meeting of the Owners, in regard to proof of membership in the Association, Lot ownership, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Owners for voting purposes, the establishment of representative voting procedures, the establishment of extended canvass periods for voting and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.06. Selection of Directors. The appointment or nomination and election of Directors, the filling of vacancies on the Board of Directors and the removal of Directors shall be governed by the By-Laws of the Association.

Section 3.07. Powers and Duties of Directors. The powers and duties of the Board of Directors shall be as set forth in the By-Laws of the Association.

Section 3.08. Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, judgments, decrees, fees, penalties or amounts paid in settlement, reasonably incurred by or imposed upon such director or officer in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer of the Association, whether or not such person is a director or officer at the time such expenses are incurred, except that no such indemnification shall be made if a judgment or other final adjudication adverse to such director or officer establishes that (i) the acts of the director or officer were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or (ii) such director or officer (or a member of such director's or officer's family) personally gained a financial profit or other advantage to which such beneficiary was not legally entitled; provided, that in the event of a settlement or other nonadjudicated disposition, the indemnification herein shall apply only when the Board of Directors of the Association approves such settlement as being in the best interest of the Association. The foregoing right of indemnification herein shall apply only when the Board of Directors of the Association approves such settlement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and shall not be exclusive of, other rights to which such director or officer may be entitled. Funds to cover the above expenses, including fees of counsel, may be advanced by the Association, prior to the final disposition of the matter, upon receipt of an undertaking by or on behalf of the recipient to repay such amounts if it shall ultimately be determined that (i) the recipient is not entitled to indemnification or (ii) where indemnification is granted, the expenses so advanced exceed the amount to which such officer of director is entitled.

Section 3.09. Developer's Written Consent Necessary for Certain Actions Taken by Board of Directors. Notwithstanding anything to the contrary contained in this Declaration, so long as the Developer holds title to any portion of the Property, the board of Directors of the Association may not, without the Developer's written consent, which consent must not be unreasonably withheld, (i) except for necessary repairs or any repairs required by law, make any addition, alteration, or improvement to the Association Property, (ii) assess any amount for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the Association bears to the total amount of such initial budget of estimated expenses for the Association; or (iii) hire any employee in addition to the employees, if any, provided for in the initial budget of the Association, except as may be necessary to maintain the quantity or quality of services or maintenance; or (iv) enter into any service or maintenance contract for work not provided for in the initial budget of the Association, except for service or maintenance to facilities not in the existence or not owned by the Association at the time of the first conveyance of a Lot; or (v) borrow money on behalf of the Association; or (vi) reduce the quantity or quality of services or maintenance of the property. So long as the Developer holds title to any portion of the Property described in Schedule A or Schedule B of this Declaration, this section shall not be amended without the written consent of the Developer.

The Developer shall not, so long as the Developer is in control of the board of Directors of the Association, use its position of control to (i) reduce the level of services described in any documentation pursuant to which the Lots were offered for sale to initial purchasers together with interests in the Association, (ii) prevent capital repairs to the Association property or (iii) prevent expenditures required to comply with applicable laws or regulations.

ARTICLE IV
PROPERTY RIGHTS AND EASEMENTS

Section 4.01. Conveyance of Association Property. The Developer intends to convey to the Association, subsequent to the recordation of this Declaration, and subject to the provisions of this Declaration, certain tracts of land within the property for the use and enjoyment of Owners. Said tracts of land conveyed to the Association shall hereinafter be referred to as "Association Property." The Association must accept any such conveyance made by the Developer provided such conveyance is made without consideration.

Section 4.02. Rights and Easements of Owners. Subject to the rights and easements of the Association set forth in Sections 4.03 and 4.04 below, and the rights and easements of the Developer set forth in Section 4.05 below, each Owner (and such Owner's guest, licensees, tenants and invitees) shall have the following rights and easements, provided no such easement shall interfere with the use of any Unit as a dwelling:

a) Enjoyment – to enjoy all Association Property:

b) Ingress and Egress – an easement by vehicle or on foot for ingress and egress in common with other Owners and the Developer over all walkways, driveways and roadways located on the Association Property; and

c) Utilities and Conduits – to use, maintain, repair and replace any pipes, wires, cables, conduits, drainage areas, other utility lines servicing such Owner's Lot but located on Association Property or on another Lot.

All of such rights and easements set forth in this Section 4.02 shall be appurtenant to and shall pass with the interest of an Owner of any Lot.

Section 4.03. Rights of Association. In accordance with the Certificate of Incorporation and By-Laws of the Association, the Association shall have the following rights:

a) Promulgate Rules and Regulations – to promulgate rules and regulations relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof or to enhance the preservation of such facilities or which, in the discretion of the Association, shall serve to promote the best interests of the Lot Owners;

b) Grant Easements to Utility Companies and Governmental Entities – to grant easements or rights of way over the Property, with or without consideration, to any public or private utility corporation, cable television company, governmental agency or political subdivision, provided no such easement or right of way shall interfere with the occupancy of any Unit as a dwelling;

c) Transfer, Lease, Sell. Exchange or Encumber Association Property or Acquire or Lease Real Property. – to dedicate, sell, transfer, donate, lease, abandon, partition, encumber or otherwise dispose of, all or any part of the Association Property which the Association owns or to acquire or lease other real property for such purposes (except for a conveyance from the Developer which must be accepted pursuant to Section 4.01 above) and subject to such conditions as may be agreed to by the Association and the transferee or transferor. Such action (except for (i) any transfer or encumbrance to a public utility or for other public purposes consistent with the intended use of such land by or for the benefit of the Lot owners and (ii) any conveyance from the Developer) shall require a "hearing" as described in Section 4.07 below and the consent of not less than 67% of all Lot Owners independent of the Developer who shall vote by within ballot which shall not less than 10 days nor more than 50 days in advance of the date or initial date of the canvas thereof, be sent to all Lot Owners and to those lending institution first mortgagees of Lots whose names appear as such on the books or records of the Association. No such

conveyance shall be made if lending institution first mortgagees of 51% or more of the Lots subject to the first mortgagees held by lending institutions whose names appear as such on the books or records of the Association, advise the Association in writing, prior to the date or initial date set for voting on the proposed conveyance, that they are opposed to such conveyance, which opposition must not be unreasonable;

d) Enter into Agreements with other Associations to Share Facilities – to enter into agreements, reciprocal or otherwise, with other homeowners' associations, condominiums and cooperatives for the use or sharing of facilities. Such agreements shall require the consent of the Lot Owners of 67% of the total votes of all Lots voting upon written ballot which shall be sent to every Lot Owner not less than 10 days nor more than 50 days in advance of the date of initial date of canvass thereof;

e) Enter into Agreements for Performance of Duties – to enter into agreements for the performance of its various duties and functions including agreements with other homeowners' associations, condominiums and cooperatives for common maintenance, management and other services, material and supplies.

f) Inspect Lots for Possible Violations of Provisions of this Declaration – to enter upon and inspect Lots for the purpose of ascertaining compliance with the provisions of this Declaration or with rules and regulations promulgated pursuant to this Declaration; and

g) Construct, Modify, Alter or Demolish Improvements on Association Property or Change the Use of Association Property – to construct, modify, alter or demolish improvements on Association Property or change the use of Association Property following the requirements set forth in Section 4.08 below.

Section 4.04. Easements of Association. The Association (and its employees, contractors and agents) shall have the following easements over each Lot provided no such easement shall interfere with the use of any Unit as a dwelling:

a) Utility Line Maintenance – for the use, installation, maintenance, repair and replacement of any pipes, wire cables, conduits, drainage areas and other utility lines located on such Lot and servicing Association Property or two (2) or more Lots;

b) Other Maintenance on Lots – for the installation, maintenance, repair and replacement of sidewalks, walkways, landscaping, lawn maintenance, fencing, driveways, alleys and roadways, area lighting and for snow removal to the extent the Association has the obligation for such installation, maintenance, repair, replacement and snow removal pursuant to Section 6.01 of this Declaration.

c) In Conjunction with Maintenance of Association Property – to the extent such entry is reasonably necessary in order to install, maintain, repair or replace any improvement on Association Property;

To the extent reasonably appropriate any such entry onto a Lot (i) shall be on reasonable notice to the Owner of the Lot to be entered, except that, in an emergency, such entry may be without notice, (ii) may include entry to any improvement on such Lot.

Section 4.05. Rights and Easements of Developer. Subject to the rights and easements set forth in Sections 4.02, 4.03 and 4.04 above, so long as (i) the Developer holds title to any portion of the Property and (ii) the Developer shall have the right, provided the exercise of such right does not interfere with the occupancy of any Unit as a dwelling:

a) Easements for Utility Lines – to grant and reserve easements and rights of way over the Property covered by this Declaration for the installation, maintenance, repair, replacement and inspection of utility lines, wires, coaxial cables, pipes and conduits, including, but not necessarily limited to, water, gas, electric, cable television, telephone and sewer to service the Property;

b) Connect with Utility Lines to Service the Property or Additional Property – to connect with and make use of utility lines, wires, pipes, conduits and related facilities located on the Association Property for the benefit of the Property and any Additional Property;

c) Drainage – to grant and reserve easements and rights of way over the Property to permit the installation, use and maintenance of underground and surface drainage facilities; and

d) Ingress and Egress – to use the Association Property for ingress and egress to the Property; and

e) Sales Center and Signage – to permit each Builder to operate a sales center, install and maintain signs, and have prospective purchasers and others visit such sales center.

In the event any "Additional Property" as described in Section 2.02 above, is added to the scope of this Declaration, such lands shall be responsible for payment to the Association of a fair share of the cost of operation, maintenance, repair and replacement of those facilities servicing such lands.

The easements, rights-of-way and other rights reserved herein shall run with the land and shall be binding upon and for the benefit of the Association, the Developer and their successors and assigns. With respect to its exercise of the above rights, the Developer agrees to repair any damages resulting from its use within a reasonable time after the completion of development or when such rights are no longer needed, whichever first occurs. So long as the Developer holds

title to any portion of the Property, this Section 4.05 shall not be amended without the prior consent of the Developer.

Section 4.06. Damage Resulting from Use of Easement. Subject to rights of recovery under law or pursuant to other provisions of this Declaration, any damage to any Lot or other portion of the Property or to any improvements thereon as a result of any act or work performed pursuant to the authority granted in this Article IV, or as a result of the use of any easement granted or reserved herein, shall be promptly repaired, replaced or corrected as necessary by the person or entity performing the act or work and/or by the grantee or holder of the easement being exercised, to the condition in which it existed immediately prior to the damage.

Section 4.07. Hearing Procedures. Where the Board of Directors is required in accordance with the provisions of this Declaration to hold a public hearing prior to taking certain action (hereinafter referred to as a "Hearing"), the procedures set forth in this Section 4.07 (the "Hearing Procedures") shall be followed. The Hearing on the proposed action (the "Proposal") shall be held not less than 10 nor more than 60 days after the Board of Directors has initiated the Proposal. Notices of the Hearing (the "Notice") shall be mailed to all Lot Owners in accordance with any provisions of this Declaration relating to the giving of notice. The Notice shall described in detail the Proposal, the Hearing Procedures set forth herein as well as any other procedures applicable thereto as may be imposed by other sections of this Declaration, and shall specify the date, time and place of the Hearings. The Hearing will be held on the Property or in a place reasonably proximate to the Property. All Lot Owners and other interested persons shall be entitled, subject only to reasonable rules and regulations established by the Board of Directors for the conduct of such Hearing, to attend the Hearing, to express their views on the Proposal, to ask questions, or to submit written comments with regard to the Proposal. If, in connection with a proposal, a Hearing is required pursuant to more than one section of the Declaration, the Board of Directors may elect to hold one combined Hearing on such Proposal, provided that all restrictions, limitations or additional procedures, if any, imposed by each of the applicable sections are followed.

Section 4.08. Acquisition, Conveyance, Improvement and Changes in Use of Association Facilities. Subject to the limitations set forth in this Section 4.08, the Board of Directors of the Association, on such terms and conditions as it deems appropriate, may authorize:

(a) The acquisition, through purchase, gift, lease or any combination thereof, of land or improvements of any combination thereof, as Association Property (subject to the obligation of the Board of Directors to accept a conveyance from the Developer as set forth in Section 4.01 hereof);

(b) The transfer, conveyance, donation, lease or other disposition of an Association Property;

(c) The construction of, or the making of additions, modifications of, alterations to, or the demolition of, improvements to Association Property;

(d) The material change in the use of any Association Property (including, without limitation, construction of improvements so as to convert passive recreational or open space to active recreational use).

Upon the affirmative vote of the Board of Directors proposing any of the above, the Board of Directors shall hold a Hearing on the Proposal in accordance with the Hearing Procedures set forth in Section 4.07 above.

Not less than 15 nor more than 45 days after the Hearing, the Board of Directors shall vote on the Proposal, with such modifications thereto as it deems appropriate after due consideration of the written and oral comments received and the Hearing. An affirmative vote of not less than three-fourths (3/4) of the entire Board of Directors shall be required for approval; provided, however, that any material change in use shall not be in violation of the zoning laws or any other laws, ordinances, rules or regulations of the Municipality or any other governmental authority.

If a proposed acquisition of land or improvements or the construction, addition, modification, alteration to, or the demolition of Association Property, will result in the imposition of a Special Assessment as provided in Section 5.04 of this Declaration, the board of Directors shall hold a Hearing thereon in accordance with the Hearing Procedures set forth in Section 4.07 hereof, and the provisions of Section 5.04, prior to finally authorizing such action.

Notwithstanding the provisions of this Section 4.08, the decision of the Board with respect to any Proposal may not be contrary to the position of Owners of 51% or more of the Lots, expressed in a written petition or petitions signed by such Owners and delivered to the Board prior to its scheduled vote on the Proposal.

Section 4.09. Condemnation of Association Property and Resolution of Dispute as to Allocation of Award. The Board of Directors shall promptly send written notice of any pending condemnation or eminent domain proceeding affecting Association Property to all Lot Owners and to those lending institution first mortgagees of Lots whose names appear as such on the books or records of the Association.

In the event that all or part of the Association Property is taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Association. The Board of Directors of the Association shall arrange for the repair and restoration of such Association Property and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If there shall be a surplus of such proceeds, such surplus shall be part of the general funds of the Association to be used as the Association deems appropriate.

In the event of any dispute with respect to the allocation of the award, the matter shall be submitted to arbitration in accordance with the arbitration statues of the State of New York.

ARTICLE V
ASSESSMENTS AND RIGHT OF ASSOCIATION TO BORROW

Section 5.01. Imposition, Personal Obligation, Lien. Each Owner, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges for the maintenance and operation of Association Property ("Maintenance Assessments") and for services performed by the Association; and

(b) special assessments for capital improvements ("Special Assessments"); together hereinafter being collectively referred to as "Assessments".

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Each Assessment (or installment payment thereof) together with such late charges, interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot against which the Assessment is made and shall also be the personal obligation of the Owner of such Lot at the time the Assessment falls due. Upon a transfer of title to a Lot, Assessments shall be adjusted as provided in Section 5.13 below.

Section 5.02. Purpose of Maintenance Assessment. The purpose of the Maintenance Assessment shall be to fund: (i) the maintenance, preservation, operation and improvement of the Association Property and the promotion of the recreation, safety and welfare of the Lot Owners, including but not limited to, the payment of taxes on Association Property, any utility services to the Property which are commonly metered or billed (including electricity for any commonly metered lighting), (ii) the maintenance (including snow removal), repair and replacement of all private roadways and drives on the Property not maintained by the Municipality or by any other governmental agency, utility company or independent authority; (iii) the cost of labor, equipment, materials, management and supervision for all of the above; (iv) such other maintenance responsibilities as are imposed upon the Association pursuant to Section 6.01 below; and (v) such other needs as may arise. Any material increase or decrease in the maintenance responsibilities of the Association shall require the consent of the Owners and the Developer as provided in Section 6.01 below. The amount of any reserves for such maintenance, repair or replacement shall be not less than the reasonable requirements of existing or proposed lenders, holder and insurers of first mortgages on the Lots.

Section 5.03. Date of Commencement and Notice of Assessments. The Assessments provided for herein shall commence on the day on which the first Lot is conveyed by the Developer or, if the Developer assumes responsibility for all Association expenses until such time, on such date thereafter as determined by the Developer. The first Assessments shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Directors and such Assessments shall thereafter be on a full year basis. The Board of Directors of the Association shall fix the amount of the Assessment against each Lot at least 30 days in advance of each annual Assessment period. The Assessments shall be due and payable quarterly unless the Board of Directors establishes other periods for payment. Separate due dates may be established by the Board for partial annual Assessments as long as said Assessments are established at least 30 days before due. Written notice of the annual Assessments shall be sent to every Lot Owner subject such Assessments.

Section 5.04. Assessments for Specific Lots. Once Assessments have commenced pursuant to Section 5.03 above, the Owner of each Lot subject to this Declaration shall be liable for the payment of full Maintenance Assessments and Special Assessments, if any, except that the Developer will only be obligated for the lesser of (i) the difference between the actual Association expenses (including budgeted amounts for reserves) and the Association charges levied on Owners who have closed title to their Lots as projected in the initial budget of projected income and expenses for the Association as projected by the Developer or (ii) Maintenance Assessments and Special Assessments on all unsold Lots.

Section 5.05. Basis for Maintenance Assessments. Once Assessments have commenced pursuant to Section 5.03 above and subject to the Developer paying a lesser amount as permitted by Section 5.04 above, the Owner of each Lot subject to this Declaration shall be liable for all Maintenance Assessments and Special Assessments, if any, assessed against such Owner's Lot. Assessments shall be equal for all Lots so that the number of Lots subject to Assessments divided into the total amount which the Board of Directors of the Association deems to be necessary to fully fund the Association's budget of estimated expenses and reserves (and any operating deficit previously sustained) shall determine the annual Maintenance Assessment for each Lot. Any change in the basis of Assessments shall be equitable and nondiscriminatory within the following classifications: (i) Lots subject to the payment of full Maintenance Assessments, and (ii) Lots subject to the payment of less than full Maintenance Assessments pursuant Section 5.04 above.

Section 5.06. Change in Basis of Assessments. The Association may change the basis of determining Assessments by obtaining the written consent of not less than three-quarters (3/4) of the total votes of all Owners, voting in person or by proxy. Written notice of any such change shall be sent to all Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association at least forty (40) days in advance of the date or initial date set for voting thereon, except that: (i) so long as the Developer holds title to any portion of the Property, any change in the basis of Assessments which adversely affects a substantial interest or

right of the Developer with respect to unsold dwelling units or subdivision lots containing unsold dwelling units shall require the specific consent of the Developer in writing, which consent shall not be unreasonably withheld, and (ii) no such change shall be made if lending institutions which together are first mortgagees on 51% or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed change, that they are opposed to such change, which opposition must not be unreasonable. A written certificate of any such change shall be executed by the Board of Directors of the Association and recorded in the Office of the Clerk of Erie County.

Section 5.07. Special Assessments. In addition to the annual Maintenance Assessment, the Association may levy in any assessment year a Special Assessment, payable in that year and/or the following year only, for the purpose of defraying, in whole or in part, unusual expenses including capital improvements, including without limitation, the construction, reconstruction or replacement of, or repair of a capital nature to, the Association Property. Before levying such a Special Assessment, the Board of Directors shall hold a hearing on said proposed Special Assessment in accordance with the hearing procedure set forth in Section 4.07 of this Declaration. Not less than 10 nor more than 45 days after such hearing, the Board of Directors shall vote on such proposed Special Assessment with the affirmative vote of not less than two thirds (2/3) of the entire Board being necessary to approve a Special Assessment for the amount proposed or a lesser amount. In addition, for any Special Assessment for the construction (rather than the reconstruction or replacement) of any capital improvement, and for any Special Assessment amounting to more than 20% or the then current amount of annual Maintenance Assessments, the consent must be obtained of two thirds (2/3) or more of the total votes of all Owners voting in person or by proxy at a meeting duly called for such purpose, written notice of which meeting shall be sent to all Owners at least 10 days in advance, setting forth the purpose of the meeting. The Association shall establish one or more due dates for each payment or partial payment of each Special Assessment and shall notify each Owner thereof in writing at least 30 days prior to the first such due date.

Section 5.08. Non-Payment of Assessment. If an Assessment, or installment payment thereof, is not paid on the due date established pursuant to Section 5.03 hereof, then such Assessment payment shall be deemed delinquent. Any delinquent Assessment payment, together with such interest thereon, accelerated installments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of its then Owner and such Owner's heirs, devisees, personal representatives, successors and assigns. In addition to such lien, the then Owner of the Lot may be held personally liable for the payment thereof (including interest, penalties and costs of collection). The obligation to pay such Assessment shall remain such Owner's personal obligation and shall not pass to such Owner's successors in title unless expressly assumed by them.

If the Assessment or any installment thereof is not paid within 10 days after the due date, the Association may impose a late charge or charges in such amount or amounts as the Board of

Directors deems reasonable, not to exceed 10% of the amount of such overdue Assessment or installment thereof, provided such late charges are equitably and uniformly applied. If the Assessment or any installment thereof, is not paid within 30 days after the due date, (i) the Assessment shall bear interest from the due date at a rate of interest equal to twelve percent (12%) per annum or such other rate as may be fixed by the Board of Directors from time to time, such rate not to exceed the maximum rate of interest then permitted by law, (ii) the Board of Directors may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Owner, and (iii) the Association may bring legal action against the defaulting Owner personally obligated to pay the same or foreclose the lien against the Lot of such Owner, and the cost of such proceedings, including reasonable attorneys' fees, shall be added to the amount of such Assessments, accelerated installments, if any, late charges and interest.

Once an Assessment is deemed delinquent as described above, any payments received from the Owner shall be applied in the following order: attorneys' fees, other costs of collection, late charges, interest, and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period.

Dissatisfaction with the quantity or quality of maintenance or other services furnished by the Association shall, under no circumstances, entitle any Owner to withhold or fail to pay the Assessments due to the Association for the Lot or Lots owned by such Owner.

Section 5.09. Notice of Default. The Board of Directors, when giving notice to a Owner of a default in paying Assessments, may, at its option, or shall, at the request of a mortgagee, send a copy of such notice to each holder of a mortgage covering such Lot whose name and address appears on the Board's records. The mortgagee shall have the right to cure the Owner's default with respect to the payment of said Assessments.

Section 5.10. Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Association.

Section 5.11. Assessment Certificates. Upon written demand of an Owner or lessee with respect to a Lot which such Owner owns or leases, (or any prospective purchaser, lessee, occupant, mortgagee or title insurer of such Lot), the Association shall, within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Lot as of the date of such certificate, (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; and (iii) whether any other amounts or charges

are owing to the Association, e.g. for the cost of curing a violation of this Declaration. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of such certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser, lessee or title insurer of, or lender, on the Lot on which such certificate has been furnished.

Section 5.12. Subordination of Assessment Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage of record now or hereafter placed upon any Lot subject to such Assessments, provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

Section 5.13. Adjustment of Assessments on Transfer. Unless otherwise agreed upon between the parties to the transfer, upon the transfer of a Lot, Maintenance Assessments and any Special Assessments which (i) may be payable in installments or (ii) are specifically applicable to a defined period of time which has not expired, shall be adjusted between the grantor and grantee, with the grantor being entitled to reimbursement from the grantee for the portion of any payment made by the grantor which is applicable to the remainder of the period in which the transfer occurred or to a subsequent period, and the grantee being entitled to a credit from the grantor for the portion of any unpaid payment assumed by the grantee which is applicable to the expired portion of the period in which the transfer occurred or to any prior period. Unless otherwise provided by the Board of Directors of the Association in its adoption, (i) a Special Assessment payable in installments shall be adjusted as if the installment payments apply to a period following the date due, the length of which shall be equal to the interim period between installation due dates and (ii) a Special Assessment payable in a single installment shall be the sole responsibility of the Owner of the Lot on the date which such Assessment is initially due.

Section 5.14. Right to Borrow and Mortgage. In order to fulfill the purposes set forth herein, the Association may borrow funds from any recognized lending institution, and in conjunction therewith mortgage its properties. The amount, terms rate or rates of all borrowing and the provisions of all agreements with note holders shall be subject solely to the decision of the Board of Directors of the Association acting in its absolute discretion, except that (i) any member of the Board of Directors who has been elected or appointed by the Developer shall not be permitted to vote affirmatively for any borrowing and the quorum of the Board of Directors in any such vote shall be a majority of those Directors not elected or appointed by the Developer, and (ii) any consent of the Developer as required by Section 3.09 of this Declaration must be obtained.

Section 5.15 Repayment of Monies Borrowed. In order to secure the repayment of any and all sums borrowed from time to time, the Association is hereby granted the right and power:

a. to assign and pledge all revenues received and to be received by it under any provision of this Declaration including, but not limited to, the proceeds of the Maintenance Assessments hereunder;

b. to enter into agreements with note holders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Association covenants to:

(1) assess the Maintenance Assessments on a given day in each year and, subject to the limitation on amount of specified in Section 5.03 of this Declaration, to assess the same at a particular rate or rates;
(2) establish sinking funds and/or other security deposits;
(3) apply all funds received by it first to the payment of all principal and interest on such loans, when due, or to apply the same to such purpose after providing for costs of collection;
(4) establish such collection, payment and lien enforcement procedures as may be required by the note holders;
(5) provide for the custody and safeguarding of all funds received by it.

ARTICLE VI
MAINTENANCE

Section 6.01. Maintenance and Repair by the Association. The Association shall have the responsibility, at its cost and expense, to undertake all maintenance and repair of all Association Property. In addition to the foregoing, the Association shall also perform the following on each Lot (1) lawn cutting, maintenance, feeding and fertilizing and (2) snow removal from driveways.

Subject to the provisions of Section 6.02 below, the cost of all maintenance performed by the Association shall be funded from Maintenance Assessments.

The Association shall have an easement and right of access for maintenance and repairs as set forth in Section 4.04 of this Declaration.

Section 6.02. Quality and Frequency of Maintenance and Repairs. All maintenance and repair undertaken by the Association shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property. The Association may establish reasonable schedules and regulations for maintenance, repair and replacement of any Association Property which it is obligated to maintain, repair or replace pursuant to Section 6.01, which schedules and regulations shall take into account the useful life of the appearance and materials of such Association Property and the enhancement and preservation of the appearance and value of the Property.

ARTICLE VII
INITIAL DEVELOPMENT OF PROPERTY

Section 7.01 Approval of Plans by Developer. No improvement of any kind or nature whatsoever shall be erected, constructed, placed, maintained, altered, repaired or remodeled, on any Lot or any part thereof, unless prior to the commencement of any such activity,

(a) a complete, sealed set of plans and specifications therefore, prepared by an architect, landscape architect, engineer, or other person who shall be approved by the Developer shall have been first submitted in writing for approval, and approved in writing by the Developer. In the event the information submitted to the Developer is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional information submitted to the Developer is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional information. In the event the Developer shall disapprove of any plans or specification, written notice thereof shall be given to the persons requesting approval. In the event the Developer shall fail for a period of 45 days after the receipt of all submitted and requested data to approve or disapprove any plans or specifications or shall fail to give written notice of disapproval within said period, the same shall be deemed to have been approved.

(b) The Developer shall have the sole discretion to approve or disapprove all plans and specifications. In arriving at a decision, the Developer may consider such factors and circumstances as it may deem appropriate including and without limitation to architectural and engineering considerations; aesthetic consideration; the present or future use of nearby Lots; the size, shape and nature of the Lot or nearby Lots; the natural terrain and vegetation of the Lot or nearby lots; the kind, quality and colors of building materials; and the kind and amount of proposed landscaping. In no event shall the Developer approve any structure not meeting the minimum standards set forth in this Declaration or which in any manner conflict with any law, rule or regulation of any governmental body having jurisdiction.

(c) The approval of the Developer of any plans or specifications submitted for approval shall not be deemed to be a waiver of the Developer of any right to object to any of the features or elements embodied in any subsequent plans or specifications submitted for approval or use on other Lots.

(d) After plans and specifications submitted have been approved by the Developer, shall be erected, constructed, placed, installed, altered or maintained upon said Lot unless the same shall be in conformity with the plans and specifications approved by the Developer. If any such improvement of any kind shall be erected, constructed, placed, installed, altered or maintained on said Lot other than in accordance with the approved plans and

specifications, the same shall be deemed to have been undertaken without the approval of the Developer.

Section 7.02. Certificate of Compliance. Upon completion of the construction of initial Improvements on a Lot to the satisfaction of the Developer in accordance with the approved plans, with this Declaration and with such other requirements and the Developer may have imposed, the Developer shall issue a Certificate of Compliance identifying such Improvements and stating generally that such Improvements or development have been satisfactorily completed. Any Certificate of Compliance issued in accordance with the provisions of this Section 7.03 shall be prima facie evidence of the facts stated therein as of the date thereof and, as to any purchaser, lessee or mortgagee or other encumbrancer in good faith and for value and as to any title insurer, such Certificate shall be conclusive evidence that all Improvements on the Lot as of the date thereof, and the use or uses therein described, comply with all of the requirements of this Declaration. Prior to actual completion of certain Improvements, the Developer may issue temporary Certificates of Compliance under such circumstances and on such terms and conditions as it deemed appropriate.

Section 7.03. Liability of Developer. Except to the extent specifically provide in the Section 7.02 above with respect to issuance of a Certificate of Compliance, no action taken by the Developer or any officer, employee or agent of the Developer pursuant to this Article VII shall entitle any person to rely thereon with respect to conformity with laws, regulations, codes or ordinances or with respect to the physical or other condition of the Property or any Lot. All claims, demands or other causes of action arising out of any such action (including issuance of a Certificate of Compliance) by the Developer shall be deemed to be hereby waived. The developer shall not be liable for any damages to anyone submitting plans to it for approval or to any Builder, Lot Owner or any other person by reason of mistakes in judgment, negligence of nonfeasance arising out of or in connection with the approval or disapproval of such plans. Every person or other entity submitting plans to the Developer for approval agrees by submission of such plans, that no action or suit will be brought against the Developer in connection with such submission.

Section 7.04. Consent of Developer Necessary to Amend this Article VII. Notwithstanding any other provision of this Declaration, any amendment to this Article VII which alters or abridges the rights or authority of the Developer shall not be amended without the specific written consent of the Developer which consent shall not be unreasonably withheld.

ARTICLE VIII
CONTROL AFTER ISSUANCE OF CERTIFICATE OF COMPLIANCE

Section 8.01. Control by Association. After issuance of a Certificate of Compliance with respect to a Lot or any other portion of the Property, enforcement of this Declaration with respect

to control over any change in use or any additions, modifications or alterations to any Improvement on said Lot or other portion of the Property shall be the responsibility of the Association acting through its Board of Directors.

Section 8.02. Submission of Plans to Board of Directors. After issuance of a Certificate of Compliance with respect to a Lot or any other portion of the Property no addition, modification or alteration shall be made to a Lot or any other portion of the Property or the improvements located thereon, nor shall the use thereof as designated in the Certificate of Compliance be changed unless or until plans therefore in such form and detail as the Board of Directors requires, have been submitted to, and reviewed and approved by the Board. The Board may charge and collect a reasonable fee for the examination of plans submitted for approval.

Section 8.03. Basis for Disapproval of Plans. The Board of Directors may disapprove any plans submitted pursuant to Section 8.02 above for any of the following reasons:

a) failure of such plans to comply with any protective covenants, conditions and restrictions contained in the Declaration and which benefit or encumber the Lot or other portion of the Property;

b) failure to include information in such plans as requested;

c) objection to the exterior design, construction methods, location of the proposed Improvements, including without limitation, exterior finish colors or color scheme, finish, proportion, style of architecture, proposed Improvements;

d) incompatibility of proposed improvements or use of proposed improvements with existing Improvements or uses in the vicinity;

e) the failure of proposed improvements to comply with any zoning, building, health, or other governmental laws, codes, ordinances, rules and regulations;

f) any other matter which in the judgment and sole discretion of the Board of Directors would render the proposed improvements, use of uses, inharmonious or incompatible with the general plan of improvement of the Property or portion thereof or with improvements or uses in the vicinity.

Section 8.04. Approval of Plans by Board of Directors. Upon approval or qualified approval by the Board of Directors of any plans submitted pursuant to Section 8.02 above, the Board of Directors shall notify the applicant in writing such and approval or qualified approval, which notification shall set forth and qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record (together with such qualifications or conditions, if any), and, if requested by the applicant, shall provide the applicant with a copy of such plans

bearing a notation of such approval or qualified approval. Approval of any such plans or other portion of the Property shall be final as to such Lot or other portion of the Property and such approval may not be revoked or rescinded thereafter provided (i) that the Improvements or uses shown or described on or in such plans do not violate and protective covenants, conditions or restrictions set forth in the Declaration with benefit or encumber the Lot or other portion of the Property, and (ii) that such plans and any qualifications or conditions attached to such approval of plans do not violate and applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance. Approval of any plans for use in connection with any Lot or other portion of the Property shall not be deemed a waiver of the right of the Board of Directors to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or other portion of the Property.

Section 8.05. Written Notification of Disapproval. In any case where the Board of Directors disapproves and plans submitted hereunder, the Board of Directors shall so notify the applicant in writing together with a statement of the grounds upon which such action was based as set forth in Section 8.03 above. In such any case, the Board of Directors shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 8.06. Failure of Board of Directors to Act. If any applicant has not received notice of the Board of Directors approving or disapproving any plans within 35 days after submission thereof; said applicant may notify the Board of Directors in writing of that fact. The plans shall be deemed approved by the Board of Directors not later than the later of;

a) 15 days after the date of the receipt of such second notice, if such second notice is given;
b) 70 days after the date the plans were originally submitted.

Section 8.07. Board of Director's right to Promulgate Rules and Regulations. The board of Directors may from time to time promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to the approval or disapproval of certain types of alterations, additions or modifications to improvements, or uses; provided, however, that no such rule or regulation shall be deemed to bind the Board of Directors to approve or disapprove and plans submitted for approval, or to waive the exercise of the Board's discretion as to such plans, and provided further that no such rule or regulation shall be in consistent with the provisions of the Declaration or any applicable governmental law, code, ordinance, rule or regulation.

Section 8.08. Delegation of Functions. The Board of Directors may authorize its staff, subcommittees, or individual members of the Board of Directors to perform any or all of the functions of the Board as long as the number and identity of such staff members, and their functions and scope of authority have been established by a resolution of the entire Board of

Directors. The approval or disapproval of plans by this staff member, individual member or subcommittee will be subject, however, to the reasonable review of the Board of Directors, in accordance with procedures to be established by the Board.

Section 8.09. Records of Meetings; Regulations. The Board of Directors shall keep minutes of meetings and maintain records of all votes taken at meetings. The board of Directors shall make such records and current copies of its rules and regulations available at a reasonable place at reasonable times for inspection by all persons.

Section 8.10. Architectural Certificate. Upon with request of any owner, lessee or occupant (or any prospective Owner, lessee, mortgagee, or title insurer) of a Lot or other portion of the Property, title to which has been previously transferred from the Developer, the Board of Directors shall, within a reasonable period of time, issue and furnish to the person or entity making the request, a certificate in writing ("Architectural Certificate") signed by a member of the Board of Directors stating, as of the date of such certificate, whether or not the Lot or other portion of the Property, or any improvements thereon, violates any of the provisions of the Declaration pertaining to exterior appearance, design or maintenance and describing such violations, if any. A reasonable charge, as determined by the Board of Directors, may be imposed for issuance of such Architectural Certificate. Any such Architectural Certificate, when duly issued and herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and the party to whom such Certificate was issued.

Section 8.11. Restrictions on Change of Architectural Controls, Rules or Regulations. The controls set forth in this Article VIII and any rules or regulations shall not, by act or omission, be changed, waived or abandoned, unless consented to in writing by not less than 67% of the total votes of all Owners (excluding the Developer) voting in person or by proxy, written notice of which change shall be sent to all Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association at least 30 days in advance of the date or initial date set for voting thereon and shall set forth the purpose of the vote. In addition, any such change, waiver or abandonment shall not be made if lending institutions which together are first mortgagees of 51% more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed charge, waiver or abandonment, that they are opposed to such action, which opposition must not be unreasonable.

ARTICLE IX
INSURANCE

Section 9.01. Insurance to be Carried. Subject to the availability of such coverages at reasonable costs as provided in this Section 9.01 below, the Board of Directors of the Association shall obtain and maintain (and review at least once each year) with such deductible amounts as the Board of Directors shall deem appropriate: liability insurance for occurrences on

the Association Property; directors' and officers' liability insurance covering those who handle Association funds.

1. Liability. The liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Owners as their interests may appear, but not the liability of Lot Owners arising from occurrences within such Owner's Unit or on such Owner's Lot. The policy shall include the following endorsements: (i) commercial general liability including bodily injury, property damage and personal injury, (libel, slander, false arrest and invasion of privacy), (ii) medical payments, (iii) cross liability under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured, (iv) "severability of interest" precluding the insurer from denying coverage to a Lot Owner because of negligent acts of the Association or any other Lot Owner, (v) contractual liability, and (vi) host liquor liability coverage with respect to events sponsored by the Association.

   Coverage may not be canceled or suspended (including cancellation for nonpayment of premium) or substantially modified without at least 30 days' prior written notice to the insured's (10 days' notice for non-payment of premium), including all known mortgages of Units or Lots as shown on the records of the Association. The Board of Directors shall review such coverage at least once each year.

   Until the first meeting of the Board of Directors after the first annual meeting of Lot Owners, this public liability insurance shall be in a combined single limit of $1,000,000.00 covering all claims for bodily injury and property damage arising out of a single occurrence.

2. Directors' and Officers' Liability. The directors' and officers' liability insurance shall cover the "wrongful" acts (wrongful performance or failure to perform) of a director of officer of the Association. The policy shall be on a "claims made" and shall include all prior officers and members of the Board of Directors, and any deductible provision shall apply only to each claim. The policy shall provide for "participation" by the Association or by the officers or director of the Association only to minimum extent permitted by law or applicable government regulations.

3. Fidelity Insurance. The fidelity insurance shall cover all directors, officers and employees of the Association and the Association's managing agent, if any, who handle Association funds. The policy shall name the Association as obligee and be in an amount not less than a sum equal to three (3) months' aggregate assessments on all Lots, plus the amount of reserves and other funds on hand. It shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and shall provide that the insurance may not be canceled or substantially modified (including cancellation for non-payment of premium)

without at least 30 days' prior written notice to the Association (10 days' notice for non-payment of premium) and to all written notice to the Association (10 days' notice for non-payment of premium) and to all institutional first mortgages of Lots whose names appear on the records of the Association. The Board of Directors shall, at the request of any Lot Owner, Lot mortgagee, or prospective Lot Owner or Lot mortgagee, increase the amount of such insurance to meet the reasonable requirements of any existing or proposed holder or insurer of any mortgage made or to be made on any Lot.

Other Insurance. 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, hired and non-owned vehicle coverage and workers compensation insurance. Any workers compensation insurance shall cover any employees of the Association, as well as any other person performing work on behalf of the Association

No Liability for Failure to Obtain Above Coverages. The Board of Directors shall not be liable for failure to obtain any of the coverages required by this Section 9.01 or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost.

Deductible. The deductible, if any, on any insurance policy purchased by the Board of Directors shall be as common expense, 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 any Owner against such Owner. With respect to property insurance, the deductible shall apply to each occurrence, not each item of damage. The Association may pay the deductible portion for which such Owner is responsible, and the amount paid, together with interest and costs of collection (including attorney's fees), shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration.

ARTICLE X
GENERAL COVENANTS AND RESTRICTIONS

Section 10.01. Advertising and Signs. Except for signs erected by or with the permission of the Developer in connection with the initial development, lease or sale of lots or Units, no additional sign or other advertising device of any nature shall be placed for display to the public view on any Lot or other portion of Property without the consent of the Board of Directors. Realtor signs are permitted on owner lots when the home/lot is on the market. Temporary small signs such as those for herbicide application and "dog in training" are allowed, however the Board of Directors at their discretion may have any owners remove the signs.

Section 10.02. Animals. No animals other than a total of (2) dogs or cats may be maintained on any Lot. Animals shall be contained on the owner's lot (property) either by approved fencing or electronic means. Animals must be leashed when off the owner's lot (property). The Board of Directors of the Association shall have the right to require any Lot Owner (or any tenant of Lot Owner or any family member or guest of any Lot Owner or tenant) to dispose of any animal, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal is creating a nuisance because, the Lot Owner does not clean up after the animal, the animal is too noisy, or the animal is not properly controlled.

Section 10.03. Fences, Walls and Screen Planting. No fence, wall, or screen planting of any kind shall be planted, installed or erected upon any Lot or other portion of the Property nor shall any fence, wall or screen planting be replaced with other than a similar type of planting fence or wall except with the written consent of Developer, prior to the issuance of a Certificate of Compliance for the Lot and thereafter of the Board of Directors of the Association. Notwithstanding the foregoing, no fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic. The individual property owner will be solely responsible for any additional landscaping fees associated with the fence. The cost will be determined by the landscaping firm. The annual HOA fee for that property will be adjusted accordingly. Guidelines for allowable fencing and location will be maintained by the Board with input from the community.

Section 10.04. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, 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 on any portion of the Property, except in sanitary containers and screened from adjacent and surrounding property. No trash or recycle containers shall be stored on the outside of a unit at any time. Such containers may be placed in the open within 24 hours of a scheduled pick-up, at such place on the Lot or other portion of the Property designated by the Board of Directors, so as to provide access to persons making such pick-up. The Board of Directors 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. All facilities for the storage or disposal of Trash shall be kept in a clean and sanitary condition.

Section 10.05. No 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 electro-magnetic 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 10.06. Single-Family Residential Dwellings to Have Minimum Square Foot Area. Unless otherwise approved in writing by the Board of Directors of the Association, the only dwellings permitted to be constructed on the Property shall be (i) single-family detached; (ii) have a minimum enclosed area, exclusive of basement, porches, decks, garages, stoops and other attached areas of 1288 square feet, (iii) be on a permanent foundation and (iv) be completed within 6 months after the commencement of construction.

Section 10.07. Dwelling in Other Than Residential Units. 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.

Section 10.08. Subdivision of Lots. There shall be no further division of any Lot or Lots shown on a filed subdivision map except by the consent of the Developer. This provision is not intended to preclude the subdivision of a lot between the two (2) adjoining Lot Owners for the purpose of making each such portion part of the adjoining Lot.

Section 10.09. Residential Use Only. Except as provided in Section 10.10 below, each Lot shall be used only for residential purposes and purposes incidental and accessory thereto, except that, with the consent of Developer given prior to the initial occupancy of any dwelling constructed on Lot, any such dwelling may be used as model home and/or temporary real estate office. The occupancy limit for all houses is no more than two persons per bedroom.

Section 10.10. 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. This restriction is not intended to preclude the operation of an in-home office.

Section 10.11. Unlicensed Vehicles, Parking of Recreational and Commercial Vehicles. No unlicensed vehicles shall be allowed on the Property. Unless used in conjunction with construction on the Property, or with the maintenance, repair or replacement of the Property, there shall be no outside storage of or parking of recreational vehicles (camper bodies, boats/watercraft or trailers.), commercial vehicles (oversized vehicles which cannot be garaged on the property or vehicles displaying commercial advertising).Whether or not a vehicle is deemed a commercial vehicle will be decided in the sole discretion of the Board of Directors

Section 10.12. Outdoor Repair Work on Vehicles, Boats or Machines. With respect to a Lot for which the Unit thereon has been issued a certificate of occupancy by the Town of Grand Island, no extensive work on any motor vehicles, boats or machines of any kind shall be

permitted outdoors on such Lot without prior approval from the Board of Directors. Watercraft and Boats are permitted on the property for up to 8 hours with prior notice given to the Board of Directors.

Section 10.13. No Hunting or Discharge of Firearms. There shall be no hunting and no discharge of firearms, air riffles or explosives of any kind on the Property.

Section 10.14. Laundry Poles and Lines. Laundry poles and lines outside of the Units are prohibited.

Section 10.15. Above-Ground Swimming Pools. No above-ground swimming pools will be permitted.

Section 10.16. Oil and Mining Operations. No portion of the Property shall be used for the purpose of boring, drilling, refining, mining, quarrying, exploring for or removing oil or such hydrocarbons, minerals, gravel or earth (except soil borings in connection with the improvement of said portion of the Property) and no derrick or other structure designed for use in boring for oil or natural gas or any other mineral shall be erected, maintained or permitted on any portion of the Property.

Section 10.17. Maintenance of Lot and Improvements. To the extent not required to be maintained by the Association pursuant to this Declaration, each Lot and any Improvements thereon shall be the responsibility of the lot owner and shall be kept in good order and repair, including, but not limited to, seeding, watering and painting or other appropriate external of all Units and other Improvements, all in a manner and with such frequency as is consistent with good Property management.

Section 10.18. Television and Communication Antennas. Except for satellite dishes not exceeding eighteen inches (18") in diameter and mounted on a Unit, no outside television, radio, "C.B.", or other communication antenna shall be erected on any Lot or other portion of the Property.

Section 10.19. Liability for Damage During Construction. The repair of any damage to any roadway or any portion of the Property, and the clean-up of spills, as a result of construction activities, including the delivery of supplies or material, shall be the responsibility of the Owner of the Lot on whose behalf such construction activities were being undertaken.

Section 10.20. Exterior Storage. There shall be no exterior storage facilities or structures on any Lot except for cooking grills, deck boxes, or small non-permanent storage structures located on a deck or patio. By way of illustration and not of limitation the outdoor storage of the following is intended to be prohibited: unlicensed vehicles, boats, watercraft, tools, sheds, and

gazebos. Tents for parties are permitted for up to 72 hours with prior notification to the Board of Directors.

Section 10.21. No disturbance of Grading to Interrupt Surface Drainage. There shall be no alteration of any finish grading of a Lot which results in interruption of surface drainage or causes erosion or other damage to the finish grading of any other Lot.

Section 10.22. No Open Fires. No open fires of any kind shall be permitted on any Lot except within the confines of a fireplace or barbecue pit, or fire pit, the construction of which has been approved by the Association or in a cooking device, the design of which is acceptable to the Association. All such fires shall be attended to at all times and shall be thoroughly extinguished upon completion of use.

Section 10.23. Lease of Entire Unit Only. An Owner may, subject to Section 10.24, below, lease an entire Unit to a single lessee. An Owner may not lease less than all of a Unit or lease a Unit to more than two, unrelated lessees. Homeowners leasing their units are required to complete a "Lease Addendum" to be submitted in advance to the Association Board of Directors.

Section 10.24. Initial Lease Term of Unit. Any lease of a Unit shall have an initial term of not less than six (6) months unless authorized in writing by the Board of Directors of the Association.

Section 10.25. Operation of Snowmobiles, All Terrain Vehicles or Similar Motor Vehicles. The operation of snowmobiles, all-terrain vehicles, or similar vehicles is prohibited within the Property unless authorized by the Association's Board of Directors.

Section 10.26. Use of Garages. Garages are to be used only for the parking of motor vehicles and the storage of household and other personal property. Garages shall not be used as screened-in living or patio areas.

Section 10.27. Parking Restrictions. From November 1st - April 1, no street parking will be allowed from l0pm - 8am. During the day, every effort should be made to keep vehicles off the streets during snow events. Vehicles parked in driveways outside of garages may result in inability of contractor to plow driveway.

Section 10.28. High Intensity Lighting. No affixed or self-standing high intensity light fixtures are permitted on homeowner's property.

Section 10.29. Holiday Decorations. Holiday decorations excluding all lights may be placed 30 days before and must be removed within 30 days after the holiday, weather permitting.

ARTICLE XI
ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION

Section 11.01. Declaration Runs With the Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to this Declaration) covenants and agrees for him, her, or itself , and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of this Declaration including personal responsibility for the payment of all charges that may become liens against his, her or its property and which become due while he, she or it is the Owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 11.02. Enforceability.

(a) Actions at Law or Suits in Equity. The provisions of this Declaration shall bind the Property and shall be construed as running with the land and shall inure to the benefit of and be enforceable by the Association (being hereby deemed the agent for all of its members), and by any Lot Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of this Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof. amount and/or severity of which shall be reasonably related to the violation and to the

(b) Penalties and Fines. In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation of this Declaration or of the By-Laws or rules and regulations of the Association or of any committee of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against a Lot Owner or occupant of a Lot shall be deemed a Special Assessment against the Owner of such Lot and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Lot Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration.

Section 11.03. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of this Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior to subsequent thereto. No liability shall attach to the Association (or any officer, director, employee, member, agent, committee or committee member of the Association) or to any other person or organization for failure to enforce the provisions of this Declaration.

Section 11.04. Obligation and Lien for Cost of Enforcement. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration, or the rules and regulations promulgated hereunder, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (1) the Owner of a Lot, or (2) any family member, tenant, guest or invitee of the Owner of a Lot, or (3) a family member or guest or invitee of the tenant of the Owner of a Lot, or (4) a guest or invitee (i) any member of the family of the Owner of a Lot, or (ii) any family member of the tenant of the Owner of a Lot, such costs shall also be a lien upon the Lot of such Owner.

Section 11.05. Notification to Association of Mortgagees and Default Notices. The Association shall be notified by the Owner of each Lot or by such Owner's mortgagee of the name and address of the mortgagee of any mortgage on such Owner's Lot. Upon receipt of such notice, the Association may thereafter provide such mortgagee with a duplicate copy of any notice of default sent to such Owner with regard to the violation, by such Owner, of any provision of this Declaration.

Section 11.06. Amending or Rescinding.

(a) The Developer may, at any time, make amendments to this Declaration to correct omissions or errors, provided such amendments shall not adversely modify substantial rights of any Lot Owner without such Lot Owner's written consent.

(b) Except as otherwise specifically provided for herein, the Board of Directors on its own initiative, or pursuant to a written petition signed by the Owners of not less than 51 percent of the Lots subject to this Declaration, may propose an amendment to this Declaration.

The affirmative vote of Owners not less than two thirds (2/3) of the total number of Lots, plus Developer if Developer then owns any Property subject to this Declaration, shall be required for approval of a proposed amendment.

In addition to the approval of the Lot Owners provided for herein, no amendment or rescission which substantially adversely affects the interest of any lending institution shall be effective if lending institutions which together are first mortgagees on one-third (1/3) or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed amendment, that they are opposed to such amendment, which opposition must not be unreasonable. Written notice of any proposed amendment or rescission which substantially affects the interest of any lending institution, or first mortgagee shall be sent to all such lending institutions or first mortgagees whose names appear on the records of the Association at least 30 days prior to the date or initial date set for voting on the proposed amendment or rescission.

Section 11.07. When Amendment or Rescission Becomes Effective. Any amendment or rescission to this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the Office of the Erie County Clerk. Such instrument need not contain the written consent of the required number of Owners but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

Section 11.08. Duration. Except as otherwise provided for herein, this Declaration shall continue with full force and effect (unless terminated by the affirmative vote of not less than three quarters (3/4) of the total number of Owners plus Developer, as long as Developer owns any Property subject to this Declaration. Notice of such vote, containing the date, time and place of the canvass thereof, and a form of ballot, shall be mailed or delivered to all Owners not less than 14 days prior to the date or dates set for the canvass thereof.

Any approved termination to the Declaration shall become effective only when an instrument describing such termination has been duly recorded in the Erie County Clerk's Office and upon such recording shall be binding from the date of such recording on all of the Property unless otherwise specifically provided in such termination.

Section 11.09. Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration 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.

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 this Declaration. In so adopting and promulgating such rules and regulations, and in making any findings, determinations, rulings or orders 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 to the end that the Property shall be preserved and maintained as a high-quality community.

In granting any permit, authorization, or approval, as herein provided, the Association may impose any conditions or limitations thereon as it shall deem advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding paragraph hereof.

Section 11.10. Conflict With Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 11.11. Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 11.12. Invalidity of Agreement or Declaration. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

Section 11.13. Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretations of the content thereof.

IN WITNESS WHEREOF, this Declaration has been executed by a duly authorized Member of Developer as of the day and year first set forth above

WHITEHAVEN PROPERTIES, LLC

By: _____
Frank A. Grebenc, Member.

STATE OF NEW YORK)
) SS:
COUNTY OF ERIE)

On this _____day of _____in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Frank A. Grebenc 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

AMENDMENTS

Amended - September 30, 2019

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Article X	Section 10.01
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	Section 10.03
	Section 10.04
	Section 10.10
	Section 10.11
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	Section 10.17
	Section 10.20
	Section 10.23
	Section 10.26

Added – September 30, 2019

Article X	Section 10.27
	Section 10.28
	Section 10.29

Amended - September 18, 2020

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Article X	Section 10.25

Amended – May 21, 2026

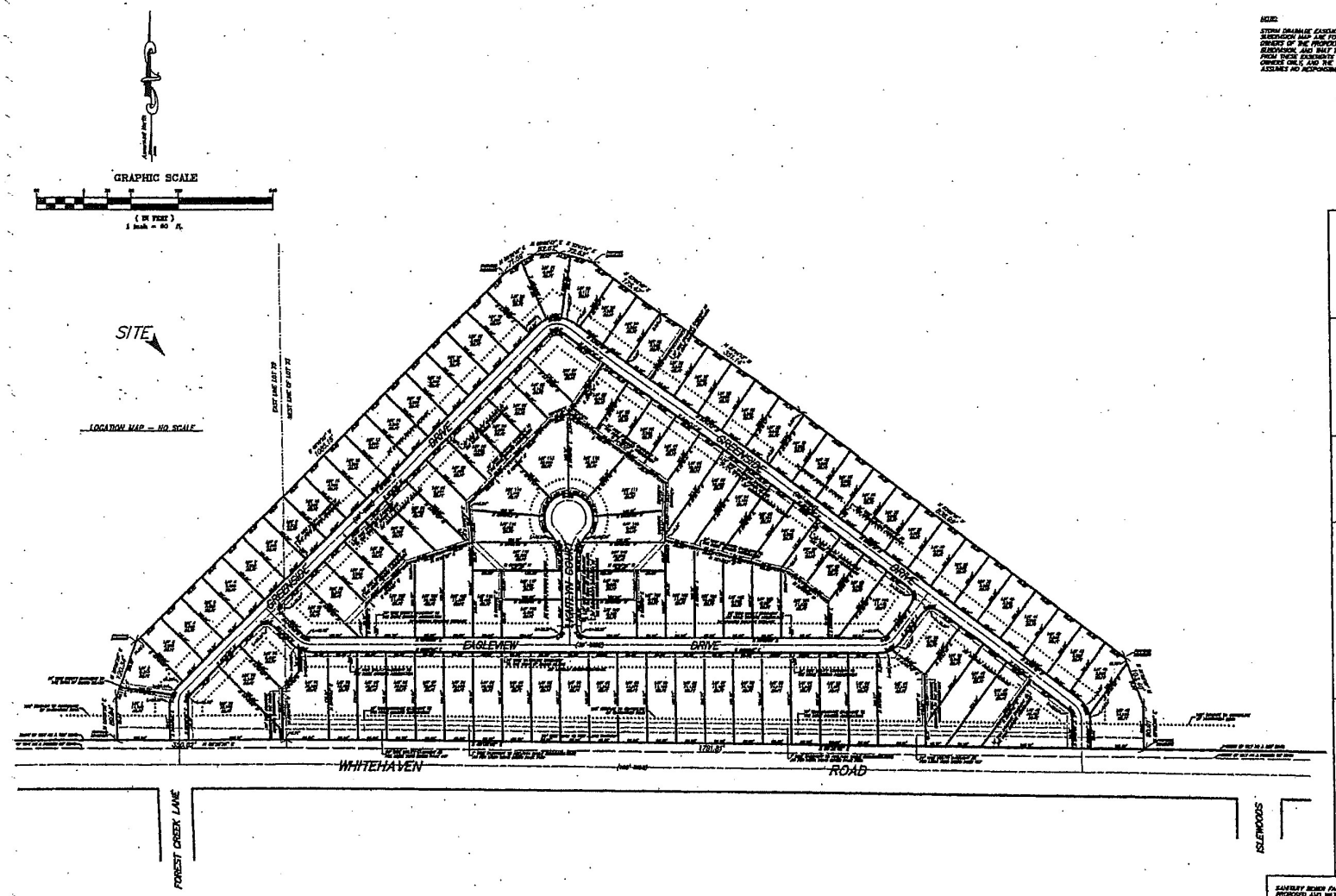
Article III	Section 3.01
Article X	Section 10.02
	Section 10.22
	Section 10.29

This Document has been amended on the above dates in accordance with sections 11.06 and 11.07 as required

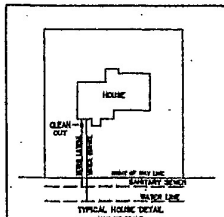
SCHEDULE "A" TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASENÆNTS, CHARGES AND LIENS (GOLF COURSE VILLAS)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Grand Island, County of Erie and State of New York, being part of Lot No. 73, on said Island, described as follows:

All those lands shown on Subdivision Map entitled "The Golf Villas at River Oaks Phase 1 and Phase IA" filed in Erie County Clerk's Office on September 19, 2006, under Map Cover 3325.



NOTE:
STORM DRAINAGE EASEMENTS SET FORTH ON THE SUBDIVISION MAP ARE FOR THE BENEFIT OF THE OWNERS OF THE PROPERTY WITHIN THE SUBDIVISION, AND THAT THE BENEFIT DERIVED FROM THESE EASEMENTS IS FOR THE PROPERTY OWNERS ONLY AND THE TOWN OF GRAND ISLAND ASSUMES NO RESPONSIBILITY FOR MAINTENANCE.



TYPICAL HOUSING DETAIL
NOT TO SCALE

OWNER'S CERTIFICATION
THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND BRIEFLY MADE IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT SAID PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE, TOWN AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID.

OWNER DATE

OWNER DATE

TOWN OF GRAND ISLAND BOARD

PURSUANT TO THE TOWN OF LANCASTER LAND SUBDIVISION REGULATIONS, ALL THE REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN APPROVAL BY THE TOWN OF GRAND ISLAND TOWN BOARD ON _____ 20__.

CHAIRMAN

ON_____, 20__.

TOWN ENGINEER

ON_____, 20__.

FILED IN THE ERIE COUNTY CLERK'S OFFICE

AS MAP COVER NUMBER_____

DATE_____

ERIE COUNTY CLERK

RESERVED FOR ERIE COUNTY DEPARTMENT OF FINANCE

RESERVED FOR ERIE COUNTY HEALTH DEPARTMENT

SANITARY SEWER FACILITIES, EXISTING AND PROPOSED, AND WATER SUPPLY FACILITIES, EXISTING AND PROPOSED, SHOWN ON THIS SUBDIVISION MAP AND ON TYPICAL LOT PLAN SHOWING SANITARY SEWER AND WATER LINE SERVICE, ARE SHOWN ONLY FOR THE CONVENIENCE WITH THE NEW YORK STATE REALTY SUBDIVISION LAW.

PURSUANT TO CHAPTER 606 OF THE LAWS OF 1963 I HEREBY CERTIFY THAT THIS SUBDIVISION MAP WAS PREPARED UNDER MY DIRECTION AND THE SURVEYABLE PROPERTY OF THE PROJECT CONTAINED WITHIN SAID SUBDIVISION WAS PREPARED UNDER MY DIRECTION. REFER TO OUR MAP DATED 3-17-05

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Millard, MacKay & Delles
LAND SURVEYING, LLP
130 ARIS DRIVE
BUFFALO, NEW YORK 14225
PHONE (716) 634-8148 • FAX 634-3881

AMEND:
SURVEY DATE: 2-17-05
DRAWING DATE: 1-8-05
SCALE: 1" = 60'
"ALL RIGHTS RESERVED"

PART OF LOT 72&73 SECTION ___ TOWNSHIP ___ RANGE ___ OF THE Grand Island SURVEY— 6th COUNTY, N.Y.

SURVEY OF Whitehaven Road, Town of Grand Island

JOB No. 02 10-3-1

THE GOLF VILLAS AT RIVER OAKS

SCHEDULE "B" TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS (GOLF COURSE VLLAS)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Grand Island, County of Erie and State of New York, being part of Lot Nos. 72 and 73, on said Island, described as follows:

BEGINNG at a point located on the northerly boundary of Whitehaven Road (66.0 feet wide), said point being 3066.28 feet westerly from the westerly boundary of East River Road (99.00 feet wide) as measured along the northerly highway boundary of Whitehaven Road; thence westerly along the northerly highway bounda1Y of Whitehaven Road a distance of 2132.63 feet; thence N 00^0 00' 00" E a distance of 89.94 feet; thence N 20^0 22' 50" E a distance of 120.34 feet; thence N 45^0 19' 52" E, a distance of 1085.15 feet; thence N 58^0 38^t 41 ^{it} E, a distance of 71.59 feet; thence N 86^0 06 47" E a distance of 52.67 feet; thence S 73^0 43' 11" E a distance of 72.52 feet; thence S 53^0 06! 18" E a distance of 175.47 feet; thence S 54^0 44' 13 ^{n} E a distance of 351.14 feet; thence S 53^0 06 18" E a distance of 838.99 feet; thence S 21^0 20' 07" E a distance of 103.40 feet; thence S 00^0 00' 00" E a distance of 90.01 feet to the point or place of beginning.

EXCEPTNG THEREFROM, ALL THAT TRACT OF PARCEL OF LAND, in the Town of Grand Island, County of Erie and State of New York, being part of Lot No. 73, on said Island, described as follows:

All those lands shown on Subdivision Map entitled "The Golf Villas at River Oaks Phase1 and Phase IA" filed in Erie County Clerk's Office on September 19, 2006, under Map Cover 3325.

BY-LAWS

OF

GOLF COURSE VILLAS ASSOCIATION, INC.

AS AMENDED BY VOTE OF THE MEMBERS

IN ACCORDANCE WITH ARTICLE XI SECTION 11.01

Dated May 21,2026

BY-LAWS

OF

GOLF COURSE VILLAS ASSOCIATION, INC.

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BY-LAWS

OF

GOLF COURSE VILLAS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

Section 1.01 Name and Location: The name of the corporation is GOLF COURSE VILLAS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located in the City of Niagara Falls, County of Niagara and State of New York.

ARTICLE II
DEFNITIONS

As used in these By-Laws, the following terms shall have the following meanings:

Section 2.01 Builder: Any person, partnership, corporation or other entity which undertakes the construction of a Unit on a Lot, whether or not the Lot was purchased from Developer.

Section 2.02 Declaration: The document entitled "Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens - Golf Course Villas imposed by the Developer of the Property, as defined below, as it may from time to time be supplemented or amended in the manner provided for in said Declaration and filed in the Erie County Clerk's Office.

Section 2.03 Developer: Whitehaven Properties, LLC, a New York Limited Liability Company and its successors and/or assigns. The term "Developer" shall not include a Builder.

Section 2.04 Lot: Any portion of the Property (with the exception of Association Property as heretofore defined) under the scope of the Declaration and (1) identified as a separate parcel on the tax records of the Town of Grand Island or (2) shown as a separate lot upon any recorded or filed subdivision map.

Section 2.05 Member: The Owner of a Lot subject to the Declaration, each and all of whom shall be Members in the Association.

Section 2.06 Property: All lands that are subject, from time to time, to the Declaration.

Section 2.07 Owner: "Owner" shall mean and refer to the holder of record title, whether one person or persons or entities of the fee interest of any Lot, whether or not such holder actually resides on such Lot.

ARTICLE III
MEMBERS

Section 3.01 Membership in the Association: The Members of the Association shall be Only the Owners of all Lots on the Property, provided that any person or entity holding such interest merely as security for the performance of an obligation shall not be a Member. The Developer shall also be a Member as long as it owns any Lot.

Section 3.02 Right of Developer to Assign: The Developer may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership may take successive like assignments. Memberships in the Association shall not otherwise be transferable or assignable except in connection with a transfer of fee title to the Lot to which a membership shall appertain.

Section 3.03 Voting Rights: Each Member in good standing shall have one (1) vote for each Lot owned.

Section 3.04 Voting Regulations: The Board of Directors of the Association may make such regulations, consistent with the terms of the Declaration, the Certificate of Incorporation, these By-Laws, and the Not-for-Profit Corporation Law of the State of New York, as it deems advisable for any meeting of the Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.05 Corporate Members: Any votes of a corporate member may be cast by an appropriate officer of such corporation.

Section 3.06 Joint or Common Ownership: Any one joint or common owner of a Lot shall be entitled to cast the vote with respect to the Lot so owned.

Section 3.07 Absentee Ballots and Proxy Voting: On any matter submitted to the Members for vote, other than the election of Directors of the Association, any Member entitled to vote may cast a vote without attending the meeting in question by filing a statement with the Board of Directors prior to the meeting in question, specifying the issue on which the Member intends to vote and that the Member votes for or against the same. Members unable to attend a meeting at which Directors of the Association are to be elected shall be entitled to file an absentee ballot if so provided by the Board of Directors or may vote by a proxy which shall be in and shall be filed with the secretary of the Association.

ARTICLE IV
MEETING OF MEMBERS

Section 4.01 Annual Meeting: The first meeting of the Association shall be held not later than one year from the date of Transfer of title by the Developer of the first Lot. The first annual meeting of the Association shall be held within thirty (30) days after (i) the Developer has transferred title to fifteen (15) lots or (ii) twelve months from the date of the first meeting of the Association, whichever occurs first. Thereafter, there shall be an Annual Meeting of the Members on the first Monday of March at 8:00 P.M. or at such other date and time and at such place convenient to the Members as shall be designated by the Board of Directors, which meeting shall be for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the date fixed for the Annual Meeting shall be a legal holiday, the meeting shall be held on the first day following which is not a legal holiday. Failure to hold an Annual Meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts. The first meeting of the Association and the first annual meeting of the Association may be called by the Board of Directors and held at any time earlier than the times provided for herein.

Section 4.02 Special Meetings: Special Meetings of the Members may be called at any time by the President or the Board of Directors, or at the request in writing of Members of the Association holding not less than.25% (twenty five percent)) of the votes entitled to be cast at the meeting.

Section 4.03 Notice of Meetings: Not less than ten (10) days or more than sixty (60) days before the date of any Annual or Special Meeting of Members, the Association shall give to each Member entitled to vote at such meeting, written or printed notice stating the time and place of the meeting, and, in the case of a Special Meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting and the purpose or purposes for which the meeting is called. Such notice shall be delivered either by mail or by presenting it to the Member personally, or by leaving it at such Member's residence as shown on the records of the Association. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the Member at his or her post office address as it appears on the records of the Association. Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the person or persons entitled to such notice, whether before or after such meeting is held, or actual attendance at the meeting in person, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of Members, Annual or Special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Section 4.04 Quorum and Vote: Except as may be otherwise provided in these By-Laws, the presence in person or by proxy of Lot Owners having 20% or more of total authorized

votes for all Lot Owners shall constitute a quorum at any meeting of Members. However, if a meeting cannot be held because a quorum is not present, the majority of the Members present, either in person or by proxy, may, without notice other than announcement to those physically present, adjourn the meeting to a time not less than 48 hours later, until a quorum shall be present in person or by proxy, with the quorum required for each reconvened meeting being one-half (1/2) of the quorum required for the previous meeting. The act of two-thirds (2/3) of the members at a meeting at which a quorum is present shall be the act of the Members unless the act of a greater or lesser number is required by law, or by the Certificate of Incorporation of the Association, the Declaration, or these By-Laws.

Section 4.05 Waiver and Consent: Whenever the vote of the membership is required by law, or by the Certificate of Incorporation of the Association, the Declaration or these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

ARTICLE V
BOARD OF DIRECTORS

Section 5.01 Number of Directors: The business and affairs of the Association shall be managed by the Board of Directors. The Board of Directors shall consist of five (5) persons including the Developer.

Section 5.02 Nominations: Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. Nominations may also be made from the floor at the annual meeting of the Association. The members of the Nominating Committee shall he appointed by the Board of Directors at least thirty (30) days prior to each Annual Meeting of the Members and shall serve only to make the nominations for Directors to be elected at that meeting.

The Nominating Committee shall make as many nominations for election of the Board of Directors as it shall in its sole discretion, determine, but not less than the number of vacancies that are to be filled and such nomination may be made from Members and non-members of the Association.

Section 5.03 Election and Term: At the first Annual Meeting held after fifteen (15) Lots (not including Lots owned. by principals of Developer) have been sold or three (3) years after the date of recording of the Declaration, whichever first occurs, the members shall elect two (2) Directors for a term of two (2) years, one (1) Director for a term of one (1) year. At each Annual Meeting thereafter, the Members shall replace those Directors whose terms have expired and elect such successor Directors for a term of two (2) years. Voting shall be by secret written ballot which shall:

a. set forth the number of vacancies to be filled;

b. set forth the names of those nominated by the Nominating Committee to fill such vacancies; and
c. contain space for a write-in for each vacancy.

The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.04 Vacancies: Vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors or by a sole remaining Director and, if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose vacancy such person was elected to fill. Any vacancy occurring by reason of an increase in the number of Directors may be filled by action of a majority of the entire Board of Directors and any Director so elected shall hold office until the next meeting of Members or until a successor is elected and qualifies.

Section 5.05 Removal: At any meeting of Members duly called at which a quorum is present, the Members may, by the affirmative vote of not less than two-thirds (2/3) of the Members, remove any Director or Directors from office with or without cause and may elect the successor or successors to fill any resulting vacancies for the unexpired term or terms of the removed Director or Directors.

In addition the other Directors may, by the affirmative vote of not less than two-thirds (2/3) of the other Directors, declare the position of the Director vacant in the event the person filling such position shall be absent from three (3) consecutive meetings.

Section 5.06 Compensation: Directors shall not receive any compensation or salary for their services. Any Director may be reimbursed for his actual expenses incurred in the performance of his duties. A Director who serves the Association in any capacity other than as a Director or officer, however, may receive compensation, therefore.

Section 5.07 Regular Meetings: Regular Meetings of the Board of Directors shall be held not less than two (2) times a year. Meetings may be held without formal notice at such places and at such times convenient to the Directors as may be designated from time to time by resolution of the Board of Directors.

Section 5.08 Special Meetings: Special Meetings of the Board of Directors may be called at any time at the request of the President or any two (2) Directors after not less than two (2) days' notice to each Director. The person or persons authorized to call such Special Meeting of the Board may fix any place convenient to the Directors as a place for holding such Special Meeting. Any Director may, in writing signed by such Director, before or after the time of the Special Meeting stated therein, waive notice of any Special Meeting. The attendance of a Director at any Special Meeting shall constitute a waiver or notice of such Special Meeting.

Neither the business to be transacted at, nor the purpose of, any Special Meeting, need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by the Certificate of Incorporation of the Association or by these By-Laws.

Section 5.09 Quorum and Voting: At all meetings of the Board. of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which it is provided otherwise by statute, by the Certificate of Incorporation, or by the By-Laws, a vote of a majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the Directors present may adjourn the meeting from time to time by majority vote and without further notice, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted as originally called.

Section 5.10 Action by Directors Without a Meeting: Any action required or permitted to be taken at a meeting of the Board of Directors or of any committee thereof may be taken without a meeting, provided a written consent to such action is signed by all members of the Board of Directors or of such committee, as the case may be, and provided further such written consent is filed with the minutes of proceedings Of the Board or committee.

Section 5.11 Powers and Duties: The Board of Directors may exercise all the powers of the Association, except such as are conferred upon or reserved to the Members by statute or by the Certificate of Incorporation or the By-Laws. The powers, duties and authority of the Board of Directors shall specifically include, but shall not be limited to the following:

a. To determine, levy and collect the maintenance assessments and special assessments as provided for in the Declaration.

b. To collect, use and expend the assessments and charges collected for the maintenance, care and preservation and operation of the property of the Association as permitted by the Declaration.

c. To procure and maintain adequate liability insurance covering the Association, its Directors, Officers, agents and employees and to procure and maintain adequate hazard insurance on such of the Association's as it deems appropriate.

d. To repair, restore or alter the properties of the Association after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

e. To adopt and publish rules and regulations governing the use of the property of the Association, and the personal conduct of the members and other guests thereon, and establish penalties for infractions thereof.

f. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the provisions of the Declaration or of any rules or regulations of the Association.

g. To pay all taxes owing by the Association.

h. To suspend the voting rights of a Member during any period in which such Member shall be in default for the payment of any assessment levied by the Association. Such voting rights may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules or regulations.

i. To declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive meetings of the Board of Directors,

j. To keep a complete record of the actions of the Board of Directors and the corporate affairs of the Association and to present a statement thereof to the Members at the meeting of Members, or at any special meeting of Members when such a statement is requested in writing by not less than one-fourth (1/4) of the Members entitled to vote.

K. To issue, or cause to be issued, upon demand by any person an "Assessment Certificate" as provided in the Declaration, setting forth the status of payment of assessment for any home.

l. To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration.

ARTICLE VI
OFFICERS

Section 6.01 Officers: The officers of the Association shall be a President (who shall be a Member of the Board of Directors), a Vice President, a Secretary and a Treasurer. The Board of Directors may elect such other officers as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Two or more offices may not be held by the same person.

Section 6.02 Election: The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

Section 6.03 Term and Vacancies: The officers of the Association shall be elected annually by the Board of Directors and each .shall hold office until his or her successor shall have been duly elected, unless he or she shall sooner resign, or shall be removed or otherwise be disqualified to serve. The vacancy in any office arising because of death, resignation, and

removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 6.04 Resignation and Removal: Any officer may be removed by the Board of Directors, with or without causes whenever, in the judgment of the Board, the best interests of the Association will be served thereby. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date or receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.05 President: The President shall be the chief executive officer, shall supervise the work of the other officers, shall preside at all meetings of Members, and if there is no Chairman of the Board, shall preside at all meetings of Directors, and shall perform such other duties and functions as maybe assigned him or her. He or she may sign, in the name of the Association, any and all contract or other instruments authorized by the Board of these By-Laws.

Section 6.06 Vice President: The Vice President shall be capable of performing all of the duties of the President in his or her absence. He or she may sign, in the name of Association, any and all contracts or other instruments authorized by the Board and shall perform such other duties and functions as may be assigned to him or her by the President or the Board.

Section 6.07 Secretary: The Secretary shall cause notices of all meetings to be served as prescribed in these By-Laws, shall record the votes and keep the minutes of all meetings, shall have charge of the seal and corporate records of the Association, shall keep records of the members of the Association and the mortgagees of dwelling homes on the Property, and Shall perform Such other duties as are assigned to him or her by the President or the Board.

Section 6.08 Treasurer: The Treasurer shall have the custody of all moneys and securities of the Association and shall keep or cause to be kept regular books and records. He or she shall account to the President and the Board, whenever they may require it, with respect to all of his or her transactions as Treasurer and of the financial condition of the Association and shall perform all other duties that are assigned to him or her by the President, the Board or these By-Laws.

Section 6.09 Other Officers: Such other officers as the Board may appoint shall perform such duties and have such authority as the Board may determine.

ARTICLE VII
COMMITTEES

Section 7.01 Committee of Directors: The Board of Directors by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of one (1) or more Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association provided, however, that no such committee shall have the authority of the Board of Directors to approve an amendment to the Certificate of Incorporation of the Association or to the By-Laws or a plan of merger or consolidation.

Section 7.02 Committees of Members: The committees of the Association shall be such committees as the Board of Directors shall deem desirable. Each committee shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. There shall also be a Nominating Committee as provided in these By-Laws. The Nominating Committee need not include a member of the Board of Directors. The Architectural Committee shall not be a committee of the Board of Directors and the formation, membership, activities, duties and powers of the Architectural Committee shall be governed solely by the Declaration.

Section 7.03 Rules and Records: Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VIII
FNANCE AND RECORDS

Section 8.01 Checks: All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association shall, otherwise provided by resolution of the Board of Directors, be signed by the President or Treasurer and countersigned by one Director of the Association, provided that the President or Treasurer and Director so signing are not the same person.

Section 8.02 Fiscal Year: The fiscal year of the Association shall be the twelve (12) calendar months, ending December 31st of each year, unless otherwise provided by the Board of Directors.

Section 8.03 Annual Reports: There shall be a full and correct statement of the financial affairs of the Association including a balance sheet and a financial statement of operation for the preceding fiscal year. Such report shall be submitted at the Annual Meeting of the Members and filed within twenty (20) days thereafter at the principal office of the Association.

ARTICLE IX
BOOKS AND RECORDS.

Section 9.01 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, Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association,

ARTICLE X
CORPORATE SEAL

Section 10.01 Corporate Seal: The Association may have a seal in circular form having within the circumference thereof the full name of the Association,

ARTICLE XI
AMENDMENTS

Section 11.01 Alteration, Repeal or Amendment: These By-Laws may be altered, repealed or amended and new By-Laws may be adopted at any regular or special meeting of the Members, by vote of a majority of a quorum of Members present in person or by proxy, or at any regular or special meeting of the Board of Directors by the affirmative vote of a majority of the whole Board of Directors.

Section 11.02 Conflict with Certificate of Incorporation or with Declaration: In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

AMENDMENTS

June 22, 2019 Article V; Section 5.01	Increased the number of Board Members from three (3) to five (5) Secretary and Developer
May 21, 2026, Article III; Section 3.03	Voting Rights, added in good standing

These By-Laws have been amended on the above dates in accordance with Section 11.01 as required.

GOLF COURSE VILLAS ASSOCIATION, INC.

NOTES TO PROPOSED OPERATING BUDGET

REVENUES

1. The monthly operating fund is based on total expenditures expected to be required to maintain the Association Property associated with each Phase of the development on a cumulative basis. The development is expected to be built in six (6) phases over an anticipated time frame of six (6) years, that is, one phase per year. The six Phases of the development are expected to contain the following number of Lots: Phase 1-20 Lots; Phase 2-23 Lots; Phase 3-20 Lots; Phase 4-19 Lots; Phase 5-21 Lots and Phase 6-19 Lots. It is possible that if market conditions prove more favorable than anticipated, Phases after Phase 1 may be combined or reconfigured and the development completed in less than six (6) years. If market conditions prove less favorable than anticipated, the development may take longer than six years to complete or future Phases may not be completed.

2. See Footnote 14.

3. Operating Fund Budget Revenues equal the monthly operating fund assessment multiplied by 12 and multiplied again by the cumulative number of Lots within the development.

EXPENDITURES

4. Audit- The budgeted figure represents the cost of audited financial statements for the Association as quoted by David M. Lorka, CPA of West Seneca, New York.

5. Legal- The budgeted figure represents the cost of legal counsel to the Association on an as needed basis by Hopkins, Garas & Sorgi, PLLC of Williamsville, New York.

6. Management- Services include the collection of all assessments, disbursement of all finds, maintenance of the Association's financial records, regular property inspections, attendance at meetings and general oversight and is based on estimates received from several property management companies whose estimates ranged from $16.00 per Lot per month to $20.00 per Lot per month. The median figure of $18.00 per Lot per month was used for budget purposes.

7. Office Expense- Includes costs of duplication, postage, preparation of correspondence, board meeting packets and similar matters.

8. Insurance- Based on a written estimate provided by John J. Grimaldi & Associates, Inc. of Amherst, New York for all Association insurance requirements including general liability, fidelity bond, umbrella liability, workers compensation and directors and officers liability insurance.

9. NYS Franchise Tax- This item reflects the minimum New York State corporate franchise tax.

10. Snow Removal-Based on a written estimate received from Pat's Lawn Service, Grand Island, New York and covers all roads and driveways for accumulations of three (3) inches or greater for the entire season.

11. Lawn Maintenance-Based on a written estimate from Niagara Contracting LLC for lawn cutting on all Lots as well as regular fertilizing and spring and fall clean-up.

12. Sidewalk Maintenance, Road Maintenance and Storm Sewer Maintenance- Based on a written estimate received from Tom Greenauer Development, Inc. of Springbrook, New York. Includes annual maintenance of roads and sidewalks and annual cleaning and maintenance of storm sewer facilities.

13. Other-Contingency for miscellaneous or unanticipated expenses.

MAINTENANCE RESERVE FUND

14. Maintenance Reserve Revenues equal the monthly reserve assessment multiplied by 12 and multiplied again by the cumulative number of Lots within the development. The monthly reserve assessment is based on the amounts projected to be necessary to make anticipated repairs and replacements to the Association Property associated with each Phase of the development and is based upon estimates provided by Tom Greenauer Development, Inc. Those estimates were based upon the following assumptions: (1) all roadways will require sealing and patching every two (2) years at a cost of $1.40 per linear foot, (2) all roadways will require pavement resurfacing every 15 years at a cost of approximately $25.00 per linear foot, (3) all roadways and curbs will require replacement every 35 years at a cost of approximately $150.00 per linear foot, (4) all sidewalks will require replacement every 25 years at a cost of approximately $32.00 per linear foot, (5) all storm sewers will require replacement every 40 years at a cost of approximately $40.00 per linear foot.

GOLF COURSE VILLAS ASSOCIATION, INC. OPERATING FUND BUDGET							
	NOTE						
		Phase 1 (20 lots)	Phases 1-2 (43 lots)	Phases 1-3 (63 lots)	Phases 1-4 (82 lots)	Phases 1-5 (103 lots)	Phases 1-6 (122 lots)
Monthly Operating Fund Assessment	1	120.00	109.00	107.00	105.00	104.00	104.00
Monthly Replacement Reserve	2	37.41	35.70	33.03	31.76	32.07	32.88
Total Monthly Assessment	3	28,800.00	56,244.00	80,892.00	103,320.00	128,544.00	152,256.00
Expenses							
Audit	4	750.00	750.00	750.00	750.00	750.00	750.00
Legal	5	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Management	6	4,320.00	9,288.00	13,608.00	17,712.00	22,248.00	26,352.00
Office	7	500.00	1,000.00	1,500.00	2,000.00	2,500.00	3,000.00
Insurance	8	2,502.00	2,872.00	3,577.00	4,052.00	4,877.00	5,377.00
NYS Franchise Tax	9	100.00	100.00	100.00	100.00	100.00	100.00
Snow removal - roads & drives	10	7,000.00	15,050.00	22,050.00	28,700.00	36,050.00	42,700.00
Snow removal - sidewalks	10	3,500.00	7,525.00	11,025.00	14,350.00	18,025.00	21,350.00
Lawn maintenance	11	6,000.00	12,900.00	18,900.00	24,600.00	30,900.00	36,600.00
Sidewalk maintenance	12	225.00	500.00	600.00	800.00	1,000.00	1,200.00
Road maintenance	12	1,200.00	2,500.00	3,400.00	4,200.00	5,300.00	6,500.00
Storm sewer maintenance	12	1,500.00	2,500.00	3,500.00	4,500.00	5,500.00	6,500.00
Other	13	203.00	259.00	882.00	556.00	294.00	827.00
Surplus (Deficit)		0.00	0.00	0.00	0.00	0.00	0.00

GOLF COURSE VILLAS ASSOCIATION, INC. MAINTENANCE RESERVE FUND BUDGET - YEAR 1		
	NOTE	YEAR 1
Beginning Fund Balance		0.00
Maintenance/ Replacement Assessments	14	8,978.00
Interest income		100.00
Total Revenues		9,078.00
Expenses		
Seal & patch roads		0.00
Resurface roads		0.00
Replace roads & curbs		0.00
Replace sidewalks		0.00
Replace storm sewers		0.00
TOTAL EXPENSES		0.00
Surplus (Deficit)		9,078.00
End fund balance		9,078.00

BY-LAWS

OF

GOLF COURSE VILLAS ASSOCIATION, INC.

Dated:____, 2006

AS AMENDED BY VOTE OF THE MEMBERS

IN ACCORDANCE WITH ARTICLE XI SECTION 11.01

Dated June 22, 2019

BY-LAWS

OF

GOLF COURSE VILLAS ASSOCIATION, INC.

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BY-LAWS

OF

GOLF COURSE VILLAS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1.01 Name and Location: The name of the corporation is GOLF COURSE VILLAS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located in the City of Niagara Falls, County of Niagara and State of New York.

ARTICLE II

DEFNITIONS

As used in these By-Laws, the following terms shall have the following meanings:

Section 2.01 Builder: Any person, partnership, corporation or other entity which undertakes the construction of a Unit on a Lot, whether or not the Lot was purchased from Developer.

Section 2.02 Declaration: The document entitled "Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens - Golf Course Villas imposed by the Developer of the Property, as defined below, as it may from time to time be supplemented or amended in the manner provided for in said Declaration and filed in the Erie County Clerk's Office.

Section 2.03 Developer: Whitehaven Properties, LLC, a New York Limited Liability Company and its successors and/or assigns. The term "Developer" shall not include a Builder.

Section 2.04 Lot: Any portion of the Property (with the exception of Association Property as heretofore defined) under the scope of the Declaration and (1) identified as a separate parcel on the tax records of the Town of Grand Island or (2) shown as a separate lot upon any recorded or filed subdivision map.

Section 2.05 Member: The Owner of a Lot subject to the Declaration, each and all of whom shall be Members in the Association.

Section 2.06 Property: All lands that are subject, from time to time, to the Declaration.

Section 2.07 Owner: "Owner" shall mean and refer to the holder of record title, whether one person or persons or entities of the fee interest of any Lot, whether or not such holder actually resides on such Lot.

ARTICLE III

MEMBERS

Section 3.01 Membership in the Association: The Members of the Association shall be Only the Owners of all Lots on the Property, provided that any person or entity holding such interest merely as security for the performance of an obligation shall not be a Member. The Developer shall also be a Member as long as it owns any Lot.

Section 3.02 Right of Developer to Assign: The Developer may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership may take successive like assignments. Memberships in the Association shall not otherwise be transferable or assignable except in connection with a transfer of fee title to the Lot to which a membership shall appertain.

Section 3.03 Voting Rights: Each Member shall have one (1) vote for each Lot owned.

Section 3.04 Voting Regulations: The Board of Directors of the Association may make such regulations, consistent with the terms of the Declaration, the Certificate of Incorporation, these By-Laws, and the Not-for-Profit Corporation Law of the State of New York, as it deems advisable for any meeting of the Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.05 Corporate Members: Any votes of a corporate member may be cast by an appropriate officer of such corporation.

Section 3.06 Joint or Common Ownership: Any one joint or common owner of a Lot shall be entitled to cast the vote with respect to the Lot so owned.

Section 3.07 Absentee Ballots and Proxy Voting: On any matter submitted to the Members for vote, other than the election of Directors of the Association, any Member entitled to vote may cast a vote without attending the meeting in question by filing a statement with the Board of Directors prior to the meeting in question, specifying the issue on which the Member intends to vote and that the Member votes for or against the same. Members unable to attend a meeting at which Directors of the Association are to be elected shall be entitled to file an absentee ballot if so provided by the Board of Directors or may vote by a proxy which shall be in and shall be filed with the secretary of the Association.

ARTICLE IV

MEETING OF MEMBERS

Section 4.01 Annual Meeting: The first meeting of the Association shall be held not later than one year from the date of Transfer of title by the Developer of the first Lot. The first annual meeting of the Association shall be held within thirty (30) days after (i) the Developer has transferred title to fifteen (15) lots or (ii) twelve months from the date of the first meeting of the Association, whichever occurs first. Thereafter, there shall be an Annual Meeting of the Members on the first Monday of March at 8:00 P.M. or at such other date and time and at such place convenient to the Members as shall be designated by the Board of Directors, which meeting shall be for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the date fixed for the Annual Meeting shall be a legal holiday, the meeting shall be held on the first day following which is not a legal holiday. Failure to hold an Annual Meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts. The first meeting of the Association and the first annual meeting of the Association may be called by the Board of Directors and held at any time earlier than the times provided for herein.

Section 4.02 Special Meetings: Special Meetings of the Members may be called at any time by the President or the Board of Directors, or at the request in writing of Members of the Association holding not less than 25% (twenty five percent)) of the votes entitled to be cast at the meeting.

Section 4.03 Notice of Meetings: Not less than ten (10) days or more than sixty (60) days before the date of any Annual or Special Meeting of Members, the Association shall give to each Member entitled to vote at such meeting, written or printed notice stating the time and place of the meeting, and, in the case of a Special Meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting and the purpose or purposes for which the meeting is called. Such notice shall be delivered either by mail or by presenting it to the Member personally, or by leaving it at such Member's residence as shown on the records of the Association. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the Member at his or her post office address as it appears on the records of the Association. Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the person or persons entitled to such notice, whether before or after such meeting is held, or actual attendance at the meeting in person, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of Members, Annual or Special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Section 4.04 Quorum and Vote: Except as may be otherwise provided in these By-Laws, the presence in person or by proxy of Lot Owners having 20% or more of total authorized

votes for all Lot Owners shall constitute a quorum at any meeting of Members. However, if a meeting cannot be held because a quorum is not present, the majority of the Members present, either in person or by proxy, may, without notice other than announcement to those physically present, adjourn the meeting to a time not less than 48 hours later, until a quorum shall be present in person or by proxy, with the quorum required for each reconvened meeting being one-half (1/2) of the quorum required for the previous meeting. The act of two-thirds (2/3) of the members at a meeting at which a quorum is present shall be the act of the Members unless the act of a greater or lesser number is required by law, or by the Certificate of Incorporation of the Association, the Declaration, or these By-Laws.

Section 4.05 Waiver and Consent: Whenever the vote of the membership is required by law, or by the Certificate of Incorporation of the Association, the Declaration or these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01 Number of Directors: The business and affairs of the Association shall be managed by the Board of Directors. The Board of Directors shall consist of five (5) persons including the Developer.

Section 5.02 Nominations: Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. Nominations may also be made from the floor at the annual meeting of the Association. The members of the Nominating Committee shall he appointed by the Board of Directors at least thirty (30) days prior to each Annual Meeting of the Members and shall serve only to make the nominations for Directors to be elected at that meeting.

The Nominating Committee shall make as many nominations for election of the Board of Directors as it shall in its sole discretion, determine, but not less than the number of vacancies that are to be filled and such nomination may be made from Members and non-members of the Association.

Section 5.03 Election and Term: At the first Annual Meeting held after fifteen (15) Lots (not including Lots owned. by principals of Developer) have been sold or three (3) years after the date of recording of the Declaration, whichever first occurs, the members shall elect two (2) Directors for a term of two (2) years, one (1) Director for a term of one (1) year. At each Annual Meeting thereafter, the Members shall replace those Directors whose terms have expired and elect such successor Directors for a term of two (2) years. Voting shall be by secret written ballot which shall:

a. set forth the number of vacancies to be filled;

b. set forth the names of those nominated by the Nominating Committee to fill such vacancies; and
c. contain space for a write-in for each vacancy.

The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.04 Vacancies: Vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors or by a sole remaining Director and, if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose vacancy such person was elected to fill. Any vacancy occurring by reason of an increase in the number of Directors may be filled by action of a majority of the entire Board of Directors and any Director so elected shall hold office until the next meeting of Members or until a successor is elected and qualifies.

Section 5.05 Removal: At any meeting of Members, duly called at which a quorum is present, the Members may, by the affirmative vote of not less than two-thirds (2/3) of the Members, remove any Director or Directors from office with or without cause and may elect the successor or successors to fill any resulting vacancies for the unexpired term or terms of the removed Director or Directors.

In addition the other Directors may, by the affirmative vote of not less than two-thirds (2/3) of the other Directors, declare the position of the Director vacant in the event the person filling such position shall be absent from three (3) consecutive meetings.

Section 5.06 Compensation: Directors shall not receive any compensation or salary for their services. Any Director may be reimbursed for his actual expenses incurred in the performance of his duties. A Director who serves the Association in any capacity other than as a Director or officer, however, may receive compensation therefore.

Section 5.07 Regular Meetings: Regular Meetings of the Board of Directors shall be held not less than two (2) times a year. Meetings may be held without formal notice at such places and at such times convenient to the Directors as may be designated from time to time by resolution of the Board of Directors.

Section 5.08 Special Meetings: Special Meetings of the Board of Directors may be called at any time at the request of the President or any two (2) Directors after not less than two (2) days notice to each Director. The person or persons authorized to call such Special Meeting of the Board may fix any place convenient to the Directors as a place for holding such Special Meeting. Any Director may, in writing signed by such Director, before or after the time of the Special Meeting stated therein, waive notice of any Special Meeting. The attendance of a Director at any Special Meeting shall constitute a waiver or notice of such Special Meeting.

Neither the business to be transacted at, nor the purpose of, any Special Meeting, need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by the Certificate of Incorporation of the Association or by these By-Laws.

Section 5.09 Quorum and Voting: At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which it is provided otherwise by statute, by the Certificate of Incorporation, or by the By-Laws, a vote of a majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the Directors present may adjourn the meeting from time to time by majority vote and without further notice, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted as originally called.

Section 5.10 Action by Directors Without a Meeting: Any action required or permitted to be taken at a meeting of the Board of Directors or of any committee thereof may be taken without a meeting, provided a written consent to such action is signed by all members of the Board of Directors or of such committee, as the case may be, and provided further such written consent is filed with the minutes of proceedings Of the Board or committee.

Section 5.11 Powers and Duties: The Board of Directors may exercise all the powers of the Association, except such as are conferred upon or reserved to the Members by statute or by the Certificate of Incorporation or the By-Laws. The powers, duties and authority of the Board of Directors shall specifically include, but shall not be limited to the following:

a. To determine, levy and collect the maintenance assessments and special assessments as provided for in the Declaration.

b. To collect, use and expend the assessments and charges collected for the maintenance, care and preservation and operation of the property of the Association as permitted by the Declaration.

c. To procure and maintain adequate liability insurance covering the Association, its Directors, Officers, agents and employees and to procure and maintain adequate hazard insurance on such of the Association's as it deems appropriate.

d. To repair, restore or alter the properties of the Association after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

e. To adopt and publish rules and regulations governing the use of the property of the Association, and the personal conduct of the members and other guests thereon, and establish penalties for infractions thereof.

f. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the provisions of the Declaration or of any rules or regulations of the Association.

g. To pay all taxes owing by the Association.

h. To suspend the voting rights of a Member during any period in which such Member shall be in default for the payment of any assessment levied by the Association. Such voting rights may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules or regulations.

i. To declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive meetings of the Board of Directors,

j. To keep a complete record of the actions of the Board of Directors and the corporate affairs of the Association and to present a statement thereof to the Members at the meeting of Members, or at any special meeting of Members when such a statement is requested in writing by not less than one-fourth (1/4) of the Members entitled to vote.

k. To issue, or cause to be issued, upon demand by any person an "Assessment Certificate" as provided in the Declaration, setting forth the status of payment of assessment for any home.

l. To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration.

ARTICLE VI

OFFICERS

Section 6.01 Officers: The officers of the Association shall be a President (who shall be a Member of the Board of Directors), a Vice President, a Secretary and a Treasurer. The Board of Directors may elect such other officers as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Two or more offices may not be held by the same person.

Section 6.02 Election: The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

Section 6.03 Term and Vacancies: The officers of the Association shall be elected annually by the Board of Directors and each shall hold office until his or her successor shall have been duly elected, unless he or she shall sooner resign, or shall be removed or otherwise be disqualified to serve. The vacancy in any office arising because of death, resignation, and

removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 6.04 Resignation and Removal: Any officer may be removed by the Board of Directors, with or without causes whenever, in the judgment of the Board, the best interests of the Association will be served thereby. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date or receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.05 President: The President shall be the chief executive officer, shall supervise the work of the other officers, shall preside at all meetings of Members, and if there is no Chairman of the Board, shall preside at all meetings of Directors, and shall perform such other duties and functions as maybe assigned him or her. He or she may sign, in the name of the Association, any and all contract or other instruments authorized by the Board of these By-Laws.

Section 6.06 Vice President: The Vice President shall be capable of performing all of the duties of the President in his or her absence. He or she may sign, in the name of Association, any and all contracts or other instruments authorized by the Board, and shall perform such other duties and functions as may be assigned to him or her by the President or the Board.

Section 6.07 Secretary: The Secretary .shall cause notices of all meetings to be served as prescribed in these By-Laws, shall record the votes and keep the minutes of all meetings, shall have charge of the seal and corporate records of the Association, shall keep records of the members of the Association and the mortgagees of dwelling homes on the Property, and Shall perform Such other duties as are assigned to him or her by the President or the Board.

Section 6.08 Treasurer: The Treasurer shall have the custody of all moneys and securities of the Association and shall keep or cause to be kept regular books and records.

He or she shall account to the President and the Board, whenever they may require it, with respect to all of his or her transactions as Treasurer and of the financial condition of the Association, and shall perform all other duties that are assigned to him or her by the President, the Board or these By-Laws.

Section 6.09 Other Officers: Such other officers as the Board may appoint shall perform such duties and have such authority as the Board may determine.

ARTICLE VII

COMMITTEES

Section 7.01 Committee of Directors: The Board of Directors by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of one (1) or more Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association provided, however, that no such committee shall have the authority of the Board of Directors to approve an amendment to the Certificate of Incorporation of the Association or to the By-Laws or a plan of merger or consolidation.

Section 7.02 Committees of Members: The committees of the Association shall be such committees as the Board of Directors shall deem desirable. Each committee shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. There shall also be a Nominating Committee as provided in these By-Laws. The Nominating Committee need not include a member of the Board of Directors. The Architectural Committee shall not be a committee of the Board of Directors and the formation, membership, activities, duties and powers of the Architectural Committee shall be governed solely by the Declaration.

Section 7.03 Rules and Records: Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VIII

FNANCE AND RECORDS

Section 8.01 Checks: All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association shall, otherwise provided by resolution of the Board of Directors, be signed by the President or Treasurer and countersigned by one Director of the Association, provided that the President or Treasurer and Director so signing are not the same person.

Section 8.02 Fiscal Year: The fiscal year of the Association shall be the twelve (12) calendar months, ending December 31st of each year, unless otherwise provided by the Board of Directors.

Section 8.03 Annual Reports: There shall be a full and correct statement of the financial affairs of the Association including a balance sheet and a financial statement of operation for the preceding fiscal year. Such report shall be submitted at the Annual Meeting of the Members and filed within twenty (20) days thereafter at the principal office of the Association.

ARTICLE IX

BOOKS AND RECORDS

Section 9.01 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, Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association,

ARTICLE X

CORPORATE SEAL

Section 10.01 Corporate Seal: The Association may have a seal in circular form having within the circumference thereof the full name of the Association,

ARTICLE XI

AMENDMENTS

Section 11.01 Alteration, Repeal or Amendment: These By-Laws may be altered, repealed or amended-and new By-Laws may be adopted at any regular or special meeting of the Members, by vote of a majority of a quorum of Members present in person or by proxy, or at any regular or special meeting of the Board of Directors by the affirmative vote of a majority of the whole Board of Directors.

Section 11.02 Conflict with Certificate of Incorporation or with Declaration: In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

AMENDMENTS

June 22, 2019

Article V; Section 5.01	Increased the number of Board Members from three (3) to five (5), Secretary and Developer

These By-Laws have been amended on the above dates in accordance with Section 11.01 as required