

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 1st day of June A.D. 1967, by CRANERIDGE INC., hereinafter called "Developer"; and PETER W. BRAUN, residing at 65 Meadowstream Drive, Snyder, New York, THOMAS H. EVANS, JR., residing at No. 146 Meadowlane, Tonawanda, New York and CHARLES J. PALMERI residing at No. 53 Stonehenge Drive, Orchard Park, New York, hereinafter called "Individual Owners".

WITNESSETH;

WHEREAS, Developer and the Individual Owners are the sole Owners of the real property described in Article II of this Declaration and desire to create thereon a residential community with permanent parks, playgrounds, open spaces and other common Facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and to this and desires to subject the real property described in Article ii together with such additions as may be hereafter made thereto to the covenants, 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 incorporated, the CRANERIDGE ASSOCIATION INC under the laws of the State of New York as a non-profit Membership Corporation for the purpose of exercising the functions aforesaid: and

WHEREAS, the Individual Owners being the sole Owners of property within the real property described In Article II and are also desirous of joining in this Declaration of Covenants and Restrictions and subjecting their said properties to same;

NOW, THEREFORE, the Developer and the individual Owners declare that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article it hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth,

ARTICLE I

Definitions

Section I. The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

- a. "Association" shall mean and refer to the CRANERIDGE ASSOCIATION.
- b. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II.
- c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plot of the Properties and intended to be devoted to the common use and enjoyment of the Owners of The Properties.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties except for Common Properties as here defined.
- e. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- f. "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when such Living Unit is situated upon its own individual Lot.
- g. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage shall not mean to refer to the mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- h. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

ARTICLE II

Property subject to this Declaration: Additions thereto:

Section I. Existing 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 Concord, and is more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Concord, County of Erie and State of New York, being part of Lot No. 40, Township 7 and Range 6 of the Holland Land Company's Survey, more particularly described and bounded as follows:

BEGINNING at a point in the centerline of Crane Road 528 feet east of the easterly boundary of the Glenwood Road as measured along the centerline of Crane Road; thence northerly at right angles to the said centerline of Crane Road, a distance of 24.75 feet to the northerly boundary of Crane Road; thence easterly and along the northern bounds of Crane Road 2464 feet to the east line of Lot No. 40; thence northerly, and along the east bounds of Lot No. 40, 2061.18 feet to a point therein which is intersected by the north bounds of lands heretofore conveyed to Raymond Crump and Annabelle Crump, his wife, by deed recorded in the which is intersected by the north bounds of lands heretofore conveyed to Erie County Clerk's Office in Liber 5923 of Deeds at page 49; thence westerly, and along the north bounds of lands so conveyed to Crump by deed aforesaid, 2811 feet to a point; thence southerly, in a straight line to the northwest corner of lands heretofore conveyed to Roy S. MacHose and Dorothy I. MacHose, his wife, by deed recorded in the Erie County Clerk's office In Liber 6730 of Deeds at page 436; thence, continuing southerly along the lands conveyed to MacHose by deed aforesaid, to the point or place of beginning.

EXCEPTING AND RESERVING therefrom those premises heretofore conveyed to Roy S. MacHose and Dorothy I. MacHose, his wife, by deeds recorded In the Erie County Clerk's Office in Liber 4999 of Deeds at page 225, Liber 6239 of Deeds at page 691, and Liber 6730 of Deeds at page 437.

SUBJECT, however, to Developer's absolute right to dedicate, transfer, convey such portion of the premises it may deem advisable for the creation of utility easements, roadways, sewer right-of-ways, and sewer districts, provided such dedication, transfer or conveyance is made prior to the conveyance of the common properties provided in Article IV, Section II hereof.

Section I (a). The aforesaid described property shall hereinafter be referred to as Existing Property.

Section II. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- a. Additions in Accordance with a General Plan of Development The Developer, its successors and assigns shall have the right to bring within the scheme of this Declaration, additional properties in future stages of development. Additions made by the Developer under this Section shall terminate

on December 31, 1972, after which date, additions by the Developer must be made pursuant to Sub-section "C" of this Section.

- b. The additions authorized under this, and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain 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 added properties and as are not inconsistent with the scheme of this Declaration, in no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by
- c. Other Additions, upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of incorporation, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (B) hereof.
- d. Mergers, upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, 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 Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Existing Property, except as hereinafter provided.

ARTICLE III

Membership and Voting Rights in the Association

Section I. Membership. Every person or entity who is a record Owner of a fee or undivided fee, interest in any Lot (or Living Unit) which is subject by covenants of record or assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such Interest merely as a security for the performance of an obligation shall not be a member.

Section II. Voting Rights. The association shall have two classes of voting membership:

Class A members shall be all those Owners as defined In Section I with the exception of the Developer. Class A members shall be entitled to one vote for each Lot (or Living Unit) in which they hold the interests required for membership by Section I. When more than one person holds such Interest or interests from

any Lot (or Living Unit)* all such persons shall be members, and the vote for such Lot (or Living Unit) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot (or Living Unit)*.

*(For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.)

Class B members shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1 (and for every Living Unit in any Multifamily Structure owned by it until such Unit is first sold), provided that the Class B membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- b. On December 31, 1972.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot (or Living Unit) in which it holds the interests required for membership under Section 1.

ARTICLE IV

Property Rights in the Common Properties

Section I. Members' Easements of Enjoyment. Subject to the provisions of Section III, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot (or Living Unit),

Section II. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such "time as if has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties to the Association, exclusive of any portion which may in the interim be delegated or transferred to any public agency, authority or utility for the purpose of providing services or utilities or conveying title to common roadways or sewer districts as the Developer may deem advisable for the general improvement of the Common Properties not later than June 1, 1972.

Section III. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following.

- a. The right of the Developer and of the Association, in accordance with Its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and
- b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- c. The right of the Association, as provided in its Articles and Bylaws, to suspend the employment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed (30) days for any infraction of its published rules and regulations; and
- d. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- e. The right of individual Members to the exclusive use of parking spaces as provided in Section 4 hereof; and
- f. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety days in advance of any action taken.

ARTICLE V

Covenant for Maintenance Assessments

Section I. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot (and living unit) owned by him within the properties hereby covenants and each Owner of any Lot (or living unit) by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deeded to covenant and agree to pay to the Association:

- a. Annual assessments or charges.
- b. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section II. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereof, and for the cost of- labor, equipment, materials, management and supervision thereof.

Section III. Basis and Maximum of Annual Assessments. Until the year beginning January 1969, the annual assessment shall be \$20.00 per Lot for living unit. From and after January 1, 1969, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years, for each succeeding period of three years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section IV. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section III thereof, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in

person or by proxy at a meeting duly called for this purpose written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section V. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section III hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section III hereof, shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section II hereof.

Section VI. Quorum for Any Action Authorized Under Sections IV and V.

The quorum required for any action authorized by Sections IV and V are as follows:

At the first meeting called, as provided in Sections IV and V hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum, if the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections IV and V, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section VII. Date of Commencement of Annual Assessments. Due Dates.

The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of said year.

The amount of the annual assessment, which may be levied for the balance remaining in the first year of assessment, shall be an amount which bears the same relationship to the annual assessment provided for in Section III hereof as the remaining number of months in the year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of the assessment period.

The due date of any special assessment under Section IV hereof shall be fixed-in the resolution authorizing such assessment.

Section VIII. Duties of the Board of Directors. The duties of the Directors shall be as set forth in the Bylaws of the Association and shall include the fixing of the date of commencement and the amount of the assessments as provided herein.

Section IX. Effect of Non-Payment of Assessment, The Personal Obligation of the Owner. The Lien Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided there upon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six per cent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the cost of the action.

Section X. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment 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 property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section XI. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use. (b) all Common Properties as defined in Article I, Section I, hereof; (c) all properties exempted from taxation by the laws of the State of New York, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

Architectural Control Committee

Section I. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE VII

Exterior Maintenance

Section I. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may at the request of the Owner, provide exterior maintenance upon each Lot and living unit which is subject to assessment under Article V hereof, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section II. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or living unit upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot or living unit is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot or living unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section III. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance required (authorized) by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any living unit at reasonable hours on any day except Sunday.

ARTICLE VIII

General Provisions

Section I. Declaration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of seven (7) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots (or living units) has been recorded, agreeing to change said covenants and restrictions in whole or in part. (For purposes of meeting the two-thirds requirement, when living units are counted, the Lot or Lots upon which such living units are situated shall not be counted.) Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least-ninety (90) days in advance of any action taken.

Section II. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section III. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violate or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

ARTICLE IX

Prohibited Activities

Section I. General Activities.

- a. No obnoxious or offensive activity shall be carried on or become an annoyance to the neighborhood or a nuisance to the Association.
- b. The only use permitted shall be private, and no signs or display or advertising of any kind shall be permitted exempt by the Developers or Builders.
- c. No horse or other animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

- d. All buildings and structures shall comply with Building Codes and Ordinances of the Town of Concord and other governmental agencies having jurisdiction in the premises.
- e. No temporary structures such as tents or trailers shall be used as a dwelling either temporarily or permanently and living in a partially completed living unit is prohibited unless plumbing has been installed and approved by the Erie County Department of Health.
- f. Trees. No tree over five inches in diameter measured at a point four feet above ground on any Lot or plot shall be cut back, removed or killed without the written consent or approval of the Association. The Association may require the planting and trimming of trees, shrubbery and hedges which interfere with the enjoyment of neighboring properties.
- g. The exterior construction and finishing of any building shall be completed within one year from date of commencing the building as evidenced by the delivery of any building materials to the building site.
- h. No person shall unduly interfere with the natural flow of surface drainage water to create a nuisance, or which shall interfere with the free enjoyment of the Common or Private Properties within the properties as described In Article I (b) hereof.
- i. There shall be a minimum set-back requirement, for any building located on a circular Lot, within the area described in Article II, Section I, of twenty (20) feet from any perimeter of any circular Lot

Section II. Businesses.

- A. **Definitions.** For the purposes of this section, the following words shall have the meaning indicated unless the context clearly requires otherwise:

BUSINESS OR OCCUPATION

All activities, occupations, callings, trades, pursuits, or professions located or engaged in within Craneridge with the object of gain, profit, benefit or advantage. Each business location shall be deemed a separate business unless it is a specific annex to the main location of the business.

HOME OCCUPATION

A lawful activity commonly carried on within a dwelling by a member or members of the family who occupy the dwelling where the occupation is secondary to the use of the dwelling for living purposes and the residential character of the dwelling is maintained.

PREMISES

All lands, structures, places, equipment, and appurtenances connected or used therewith in any business, and any personal property, including any vehicle which is either affixed to or is otherwise used in connection with any such business conducted on said premises.

B. Intent and Purpose

1. The home occupations and businesses regulations seek to balance the need of some individuals to work at home with rights of other individuals to enjoy the residential character of their neighborhood and their private property. Further, the purpose of this section is to protect the health, safety, and welfare of the neighborhood residents and the preservation of the neighborhood as a comfortable place for the people who live here.
2. It is also the intent and purpose of this section to provide for certain types of restricted occupational uses within residential districts. Only such uses will be allowed which:
 - a. Are incidental to the use of the premises as a residence;
 - b. Are compatible with residential uses;
 - c. Are limited in extent;
 - d. Do not detract from the residential character of the neighborhood

C. Home Business Standards

Home businesses shall be allowed in all single-family residential zones. All home businesses must comply with the following regulations:

1. The home occupation shall be clearly incidental and secondary to the use of the dwelling. No additions or alterations of the dwelling unit or Lot shall be permitted that change the residential appearance of the premises.
2. No exterior signage or display of business on premise. Window displays shall not be utilized.
3. The home occupation shall not be open to the public or receive deliveries earlier than 8:00 AM or later than 11:00 PM, routine residential-type carriers, such as the USPS, UPS, and/or FedEx, excepted.
4. A home occupation shall produce no offensive noise, vibration, smoke, dust, odors, or heat. No equipment or process shall be used in a home occupation which creates visual or audible electrical interference in any radio or television receiver off the premises or which causes fluctuations in line voltage off premises.
5. Toxic, explosive, flammable, combustible, corrosive, radioactive, or other restricted materials, if any, shall be used, stored, and disposed of in accordance with the International Fire Code and the National Fire Protection Association Life Safety Code. Activities conducted and material/equipment used shall not be of a nature to require the installation of fire safety features not common to residential uses.
6. All parking associated with the home occupation must be in the driveway where the home occupation is located. On-street parking is limited to the maximum of two vehicles during normal business hours. (8:00 AM-5:00 PM)
7. Business must be registered with Craneridge Homeowners Association and be in accordance with all laws and regulations established by the Town of Concord.

I, IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 1st day of June 1967.

CRANERIDGE INC.

By_____

Thomas H. Evans, Jr.

Charles J. Palmeri

Peter W. Braun

STATE OF NEW YORK:

COUNTY OF ERIE : ss.

CITY OF BUFFALO :

On this 1st day of June, 1967 before me personal by came Peter W. Braun to me personally known, who, being by me duly sworn, did depose and say that he resides in and that he is the President of CRANERIDGE INC., the Corporation described in and which executed the within instrument; that he knows the seal of the Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

s/Daniel Callanan

Notary Public, Erie County, N.Y.

STATE OF NEW YORK:

COUNTY OF ERIE : ss.

CITY OF BUFFALO :

On this 1st day of June, 1967, before me, the subscriber personally appeared THOMAS H. EVANS, JR., CHARLES J. PALMERI and PETER W. BRAUN, to me known and known to me to be the same persons described in and who executed the within instrument and they duly acknowledged to me that they executed the same.

S/Daniel Callanan

Notary Public, Erie County, N.Y.

LIBER 7370 PAGE 662
AMENDMENT OF DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 13th day of July 1967, by CRANERIDGE INC., hereinafter called "Developer"; and PETER W. BRAUN, residing at 65 Meadowstream Drive, Snyder, New York, THOMAS H. EVANS, JR., residing at 146 Meadow Lane, Tonawanda, New York, and CHARLES J. PALMERI, residing at No. 63 Stonehenge Drive, Orchard Perk, New York, hereinafter called "Individual Owners."

WITNESSETH:

WHEREAS, the Developer and the Individual Owners have heretofore executed and recorded certain Declaration of Covenants and Restrictions by instrument dated the 1st day of June 1967, which said instrument was recorded in the Erie County Clerk's Office on the 28th day of June 1967 in Liber 7365 of Deeds at Page 345, and

WHEREAS, the said parties desire to amend the aforesaid recorded Restrictions as hereinafter set forth by the addition of "Section IV" under "Article IV" of said recorded Restrictions, it being intended here by that this addition and Amendment shall not in any way affect, invalidate or revoke the said Restrictions heretofore recorded, affecting premises,

NOW, THEREFORE, the Developer and the Individual Owners declare that the real property heretofore described in said certain Declaration of Covenants and Restrictions, dated the 1st day of June, 1967 and recorded in the Erie County Clerk's Office in Liber 7365 of Deeds at Page 345, shall be held, transferred, sold, conveyed and occupied subject to the following amended restriction, which said restriction shall be in addition to the said covenants and restrictions so recorded, and which shall in no wise diminish. Invalidate, revoke, or cancel the said restrictions so recorded in Liber 7365 at page 345:

ARTICLE IV

Section IV. Member's Easement of Ingress and Egress to Roadways and Thoroughfares.

Every member shall have an absolute and perpetual easement of ingress and egress to the common and/or public roadways and thoroughfares which shall be in the minimum width of ten feet and, where the same is applicable, shall cross the common properties and connect the member's Lot to the nearest common and/or public roadway or thoroughfare. It is understood that maintenance, upkeep and repair of said easement shall be borne by the member and not by the Developer or the Association. The aforesaid easement of ingress and egress shall be absolute and shall be appurtenant to and shall pass with the title to every Lot. The location of said easement shall be approved by the Developer or the Association in accordance with Article VI of these Restrictions.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 13 day of July, 1967.

CRANERIDGE INC.

By s/Peter W. Braun

s/ Thomas H. Evans

s/ Charles J. Palmeri

s/ Peter J. Braun
