

**DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR THE ESTATES AT WILDFLOWER
PART OF SECTION 1 (LOTS 27 AND 28), SECTION 2,
AND SECTION 3 (hereinafter WILDFLOWER)**

This Declaration is made this 17th day of April 2017, by WILDFLOWER CLAY, L.P. (hereinafter referred to as Developer), with its place of business at 70 Pottstown Pike, Suite 100 Chester Springs, PA 19425 for the benefit of owners of lots within WILDFLOWER. The WILDFLOWER development consists of 38 building lots as identified and configured as follows:

Section 1 consists of five lots, two of which (lot numbers 27 and 28) are subject to this Declaration. Section 1 is shown on a map of The Estates at WILDFLOWER Section No.1, made by Phillips & Associates Surveyors, P.C. filed in the Onondaga County Clerk's Office on July 7, 2014 as Map No. 11868.

Section 2 consists of 12 lots as shown on a map of The Estates at WILDFLOWER Section No.2, made by Ianuzi & Romans Land Surveying, P.C. dated July 7, 2016 and last revised on September 15, 2016 and filed in the Onondaga County Clerk's Office on April 13, 2017 as Map No. 12359.

Section 3 consists of 24 lots that have yet to be developed and are shown on a Composite Map prepared by Phillips & Associates Surveyors, P.C. dated March 5, 2014 and on file with the Developer.

WITNESSETH:

WHEREAS, Developer is the owner of all of the numbered lots as shown on the aforesaid maps; and

WHEREAS, it is the intention of the Developer that uniform covenants, conditions and restrictions be imposed upon the WILDFLOWER subdivision, and

NOW THEREFORE, in order to effectuate such intention and in order to provide a uniform scheme of covenants and restrictions affecting the numbered lots on the aforesaid maps of the WILDFLOWER subdivision, the undersigned hereby makes this Declaration of Restrictions and Covenants affecting the aforesaid lots for the benefit of all the owners, present and future, of said lots and hereby declare that all of the aforesaid lots shall be held and conveyed subject to the covenants and restrictions set forth in the following paragraphs of this Declaration, to wit:

FIRST: USE - All lots within the WILDFLOWER subdivision shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than a single-family residential dwelling, which dwelling shall have attached thereto, at least a two-car garage.

SECOND: MATERIAL - The exterior siding of each dwelling within the development shall consist of wood (natural or composite in nature), vinyl, brick, stone, or a combination thereof. Any variation as to these materials shall require the approval of the Architectural

R-R Danbarro
Elden Homes 7854 Dewey Rd Liverpool NY 13090

Standards Committee. Any dwelling hereinafter constructed that shall be subsequently altered shall comply with this requirement.

THIRD: COLORS – Exterior home colors were chosen from a uniquely prepared color scheme and subjected to the Developer's approval. Any modification to the original exterior color scheme is subject to review and approval by the Architectural Standards Committee.

FOURTH: EXTERIOR - The exterior of the dwellings and buildings located within the development shall not be changed, altered, or modified in any way until such time as plans for same have been approved in writing by the Architectural Standards Committee of said tract. In the event that it shall become necessary to repair or replace any exterior material, said replacement shall be of the same material and color as originally installed at the time of construction. This paragraph shall apply to all siding, trim, roofing, facia, soffits, and corner boards.

FIFTH: LANDSCAPING – Subsequent to the completion of the dwelling and residence on his lot and within one year following completion, each owner shall landscape the front area façade of the house from the corner to corner, exclusive of driveway and walkway.

SIXTH: WETLANDS – WILDFLOWER is located in close proximity to Federal and State protected wetlands. The Developer has received the appropriate permits to allow for construction of the community. Residents are not allowed to effect the grading or otherwise modify their lot in any manner that will impact the wetlands (and any associated buffer area) without first contacting the appropriate agency and obtaining the required permits.

SEVENTH: FENCES - No fence shall be erected, maintained, modified or changed until such time as the design and location of same has been approved by the Architectural Standards Committee. The location, type of material, style and color of any fence to be constructed, altered, changed or modified must be compatible with the general character of the subdivision as a whole and must be approved in writing by the Architectural Standards Committee.

EIGHTH: OUTBUILDINGS - Separate outbuildings, storage sheds or structures set apart from the main dwelling shall be allowed and installed only upon the written approval of the Architectural Standards Committee.

NINTH: DRIVEWAYS – Each individual lot owner shall have a paved, tarvia driveway installed no later than twelve (12) months from the date of the closing of the purchase of said lot and structure from the Builder or its designee. Any deviation from a tarvia product must first receive the approval of the Architectural Standards Committee.

TENTH: TELEVISION ANTENNAE, RADIO ANTENNAE AND CLOTHESLINES – There shall be no exterior television antennae, radio antennae or clotheslines of any kind attached to any dwelling or affixed to any lot within the subdivision. Satellite dish-type antennae may be used within the subdivision provided such antennae are less than 2 feet in diameter.

ELEVENTH: VEHICLES – Boats, trailers, mobile homes, campers, snowmobile equipment, and any other recreational equipment approved by the Architectural Standards

Committee, may be stored on each homeowner's property for indefinite periods of time associated with the season of use for such equipment. It is the intention of this covenant to allow homeowner's to take advantage of their property considering how large the building lots are. So, the use of the property for limited equipment storage is acceptable. Under no circumstances shall homeowners be allowed to accumulate equipment on their property. Any equipment stored on a homeowner's property must be in regular use and must be kept in neat condition and appearance at all times. The Architectural Standards Committee shall have full discretion in the enforcement of this covenant.

TWELFTH: SOLID WASTE - Cans or other containers used for the deposit, and storage of solid waste, including refuse and trash, shall be located in areas concealed from view from outside the lot (except during trash collection periods).

THIRTEENTH: NUISANCES - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, nor shall any lot be used for any commercial purposes whatsoever, with the exception of the use of one or more lots for the purpose of a model home to generate lot sales within the subdivision.

FOURTEENTH: SIGNS - No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than seven square feet for advertising the property for resale, signs used by a builder to advertise the property during the construction or post-construction sales period, and a temporary sign or signs identifying WILDFLOWER, the location, size and configuration of which to be within Developer's discretion.

FIFTEENTH: ANIMALS - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats and other household pets may be kept on lots subject to such rules and regulations which may be adopted by the Architectural Standards Committee of the WILDFLOWER subdivision. No pets shall be kept, bred or maintained for commercial purposes.

SIXTEENTH: LAWN AND HOME CARE - Each owner shall at his own cost and expense, maintain his lot and lawn in a mowed neat condition, free from debris and shall repair and maintain his residence, keeping the same in a condition comparable with the conditions of such residence at the time of its initial construction, excepting normal wear and tear. Such maintenance specifically includes landscaping, as this element is an important aspect of the character of the community.

SEVENTEENTH: PRIOR APPROVAL - No building shall be erected, altered, modified, placed or permitted to remain on any lot within the subdivision until the construction plans and specifications and a survey showing the structure or foundation on the lot have been approved by the Architectural Standards Committee of the WILDFLOWER subdivision, as to the nature, kind, shape, height, material, color, quality workmanship and materials, harmony of external design with existing structures, and location on the lot with respect to topography and finished grade elevation.

EIGHTEENTH: TEMPORARY STRUCTURES - No tent, garage, trailer, motor vehicle, shack, barn or any structure of a temporary character erected or placed on the premises shall at any time be used as a residence, temporarily or permanently. Without limiting the

foregoing, no lot shall be used as a residence in any manner until the Town of Clay issues a Certificate of Occupancy on the house constructed on the lot. There shall be no seasonal storage of campers, boats, trailers, or unregistered vehicles, except such equipment as may be used by the Developer and/or contractors during the development phase of said WILDFLOWER subdivision, and the construction phase of the house on any lot. No buses or trucks, other than a panel or pick-up truck used for passenger purposes, shall be stored or kept on the side of any residence or in the driveway or the front portion of a lot in said subdivision.

NINETEENTH: DESTRUCTION - If any home is destroyed or damaged in whole or in part, said home shall be reconstructed as soon as possible, in the same style and of the same materials as the original home. The proceeds of any fire, or other casualty insurance policy must be used to repair or rebuild the damaged premises. No insurance proceeds may be used to offset any unpaid mortgage, until or unless the damaged home has been restored to its original condition and all costs thereon have been paid. In the event that repair or replacement to a damaged home by identical materials is not possible, then in that event, comparable materials may be used. Written approval of the Architectural Standards Committee or its designee shall be necessary before substitute materials are used.

TWENTIETH: GUTTERS AND DOWNSPOUTS - Gutters and downspouts may be installed to carry rain water and other forms of precipitation from the roofs of the houses and shall be installed so that said water is discharged away from the immediate structure as well as from any neighboring structure so as not to interfere with any structure within the tract.

TWENTY-FIRST: POOLS - Only in-ground pools are permitted and must be approved by the Architectural Standards Committee.

TWENTY-SECOND: PROPANE TANKS - Propane (in lieu of natural gas) shall be the primary source of gas used for heating systems and other appliances within the homes within WILDFLOWER. Propane is delivered in large volume tanks. Such tanks are required to be buried at the homeowner's expense within two years of occupancy of each new home. Until such time as the propane tanks are buried, every effort shall be made to keep them hidden from view from the street directly in front of the home.

TWENTY-THIRD: BUILDING, ZONING AND HEALTH CODES - All owners and occupiers of any home must, at all times, be in compliance with any local, state or federal building, zoning, health or housing code, law or regulation.

TWENTY-FOURTH: ENFORCEMENT - Enforcement of the restrictions set out herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants and/or restrictions. The owner of any lot that is found to have violated or attempted to violate said covenants and/or restrictions, shall be liable for all costs and expenses, including reasonable attorneys' fees, occasioned by any litigation to enforce these covenants. Failure by the Declarant, the Architectural Standards Committee or any owner within said WILDFLOWER subdivision to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time thereafter.

TWENTY-FIFTH: SEVERABILITY - Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.


Declarations - Covenants & Restrictions

TWENTY-SIXTH: BINDING EFFECT - The covenants and restrictions of this declaration shall run with the land and shall inure to the benefit of and be enforceable by the lot owners of the subdivision for the period of thirty years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten years unless an instrument signed and acknowledged by a majority of the then owners of the lots of the subdivision has been recorded in the Onondaga County Clerk's Office agreeing to change said covenants in whole or in part.

TWENTY-SEVENTH: ARCHITECTURAL STANDARDS COMMITTEE - The Architectural Standards Committee of the WILDFLOWER subdivision shall consist of such person or persons as are appointed from time to time by Developer or the successor in interest to Developer. The initial Architectural Standards Committee shall comprise Daniel J. Barnaba who shall continue to serve in such capacity until Developer makes a different appointment by written instrument.

Developer is also granted the power and authority, within its discretion, to assign its authority to appoint the Architectural Standards Committee to the record owners of the lots in the WILDFLOWER subdivision upon the delivery of all homes within the subdivision, or any time thereafter. The record owners of lots in WILDFLOWER may then appoint an Architectural Standards Committee that shall have the powers, authority, duties and obligations set out in these covenants.

All decisions made by the Architectural Standards Committee shall be within its good faith discretion and shall be final.

 **TWENTY-EIGHTH: AMENDMENT** - Developer hereby reserves the right and authority to amend this Declaration of Covenants and Restrictions in any manner and to any extent, by recording in the Office of the Clerk of Onondaga County an appropriate instrument of amendment. Such amendment shall become effective upon recording. This right to amend shall be a personal right to Developer and may not be assigned by Developer to any person or entity, including the owners of lots in WILDFLOWER.

TWENTY-NINTH: INTERPRETATION OF TERMS OR WORDS - DEVELOPER, its successors and/or assigns, shall have the sole and exclusive right to the interpretation of the meaning of the terms of these covenants and restrictions. It is the object of these covenants and restrictions to create exterior beauty. It is of the utmost importance that priority shall be given to the view of neighbors across from and/or next to each other as to the appearance of the landscaping and the exterior materials used on all residences. It is also the objective of these covenants and restrictions to ensure that through proper maintenance and exterior landscape design and materials used, that the value of all properties will be affected and maintained as a neighborhood. It is not the intent of these covenants and restrictions to determine the interior design, square footage, layout, or decoration of the inside of any of the residences. That shall be the sole choice and determination of the homeowner.

IN WITNESS WHEREOF, the Declarant does hereby cause his seal to be affixed to and signed the day and year first above written.

WILDFLOWER CLAY, L.P.


John Bachich
Partner

STATE OF PENNSYLVANIA)
COUNTY OF _____) ss:

On the _____ day of _____, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared John Bachich, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SIGNATURE OF NOTARY PUBLIC

JMG CUSTOM HOMES, INC.



Joseph M. Grosso
President

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 1st day of April, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph M. Grosso, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



SIGNATURE OF NOTARY PUBLIC

DANIEL J. BARBARA
Notary Public, State of New York
Qualified in Onondaga County
My Commission Expires 06/17/2022
10/16/20

IN WITNESS WHEREOF, the Declarant does hereby cause his seal to be affixed to and signed the day and year first above written.

MARK J. BROSH

Mark J. Brosh



STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 18th day of March, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark J Brosh, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

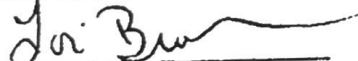
DANIEL J. BARNABA
Notary Public, State of New York
Qualified in Onondaga County
My Commission Expires 03/17/22

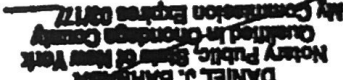
10/16/22


SIGNATURE OF NOTARY PUBLIC

LORI A. BROSH

Lori A. Brosh




DANIEL J. BARNABA
Notary Public, State of New York
Qualified in Onondaga County
My Commission Expires 03/17/22

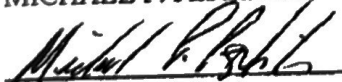
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STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 18th day of March, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Lori A. Brosh, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MICHAEL P. PEPLINSKI

Michael P. Peplinski




SIGNATURE OF NOTARY PUBLIC

DANIEL J. BARNABA
Notary Public, State of New York
Qualified in Onondaga County
My Commission Expires 03/17/22

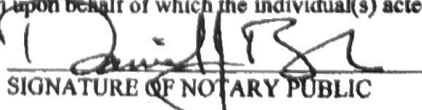
10/16/22

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 5th day of March, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael P. Peplinski, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DANIEL J. BARNABA
Notary Public, State of New York
Qualified in Onondaga County
My Commission Expires 03/17/22

10/16/22


SIGNATURE OF NOTARY PUBLIC

REBECCA PEPLINSKI

Rebecca Peplinski
Rebecca Peplinski

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 5th day of March, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Rebecca Peplinski, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DANIEL J. BARNABA
Notary Public, State of New York
Qualified in Onondaga County
My Commission Expires 03/17/22

[Signature]
SIGNATURE OF NOTARY PUBLIC

LORI CHRISTOPHER

Lori Christopher
Lori Christopher

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 8th day of March, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Lori Christopherr, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DANIEL J. BARNABA
Notary Public, State of New York
Qualified in Onondaga County
My Commission Expires 03/17/22

[Signature]
SIGNATURE OF NOTARY PUBLIC

PETER CHRISTOPHER

Peter Christopher
Peter Christopher

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 8th day of March, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Christopher, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DANIEL J. BARNABA
Notary Public, State of New York
Qualified in Onondaga County
My Commission Expires 03/17/22

[Signature]
SIGNATURE OF NOTARY PUBLIC