

DECLARATION OF CONDITIONS

This Declaration is made on the ninth day of September 2010 by AuSable Acres Homeowners Association, Inc., with an address of P.O. Box 8, AuSable Forks, New York 12912 (hereinafter "HOA") and each party who executes this Agreement (collectively with the HOA the "Declarants") with respect to certain real property located in the Town of Jay, County of Essex commonly known as "AuSable Acres" by virtue of a series of Deeds recorded in the Essex County Clerk's Office consisting of approximately nine hundred and twenty-three (923) home sites ("Lot or Lots"), as referenced on Schedule I annexed hereto.

The declarations contained in this Declaration of Conditions Agreement are based on the following factual recitals:

- A. AuSable Acres, Inc., as the developer, commencing in 1963 and continuing through 1975, subdivided several tracts of land in the Town of Jay to create the Lots.
- B. AuSable Acres, Inc., ceased to operate and to develop any acreage other than the Lots.
- C. The HOA has maintained and improved certain amenities, inter alia, Lake Eaton, the playground, the park, the tennis court, the toilet facilities, the trails, etc., for many years.
- D. Membership in the HOA has been voluntary.
- E. It is the goal of the HOA and its membership to provide a dependable basis of revenue indefinitely into the future to maintain the Amenities (as defined below).
- F. The parties subject to this Agreement are the record title owners of the Lots who will be entitled to use certain of the recreational Amenities as described in Exhibit "A" hereto (the "Amenities").

- G. All Deeds to the Lots of the Declarants and any subsequently subdivided parcels owned by any Declarant, shall be subject to and refer to: (i) the terms of this Agreement; and (ii) the Certificate of Incorporation, (iii) By-laws and (iv) Rules and Regulations of the HOA.

ARTICLE I

MEMBERSHIP IN HOA

1.1. Each Declarant shall become a member of the HOA as provided for herein upon execution of this instrument.

1.2 That the annual dues assessed by the HOA shall be an obligation of ownership when duly assessed and shall become a lien on the subject Lot until paid. Notice of the annual dues shall be sent to each member by regular mail.

1.3 A delinquency in payment of dues for the first year for which dues are unpaid shall incur no restriction of rights or benefits, other than the loss of voting rights in the HOA and use of the Amenities described on Exhibit "A". The penalties for unpaid dues may be further described in the By-Laws of the HOA.

1.4 That unpaid dues, after becoming a lien upon the Lot, shall be actionable upon and collectable in the appropriate Court at the discretion of the HOA. The HOA member(s) shall pay all costs of collection when incurred, including reasonable attorney fees.

ARTICLE II

REPAIR AND MAINTENANCE OF AMENITIES

2.1 The Amenities which are described in Exhibit "A" shall be maintained by the HOA.

ARTICLE III
ASSIGNMENT OF RIGHTS

3.1 All rights granted in this Agreement shall not be further assignable by the Lot owners/Declarants except as an appurtenance to and in conjunction with the sale of their Lot(s).

3.3 Each Lot owner shall also be a member of the HOA as provided for herein.

ARTICLE IV
AMENDMENT

4.1 The provisions of this Agreement may be amended by two-thirds (2/3) majority vote of the HOA members or as otherwise provided in the HOA By-Laws by a greater majority vote.

ARTICLE V
BINDING AGREEMENT

5.1 The rights and responsibilities set forth in this Agreement will be perpetual and will run with the land, and will be binding on the successors and assigns of the Lot owners. This Agreement shall be referenced and be a restriction in each deed transferring title to each of the Lots which is the subject of this Agreement.

ARTICLE VI
VOTING

6.1 If a parcel is owned by more than one (1) person, all the owners of a parcel will collectively be referred to as the Declarant or Lot owner, and will be entitled to only one (1) collective vote, with regard to the matters covered by this Agreement.