

FIRST AMENDMENT  
TO THE OFFERING PLAN FOR  
THE VILLAS AT FIELDSTONE ASSOCIATION, INC.

Dated: 1/14/05

The Offering Plan for membership interests in The Villas at Fieldstone Association, Inc. dated August 30, 2004 is hereby amended as follows:

**NAME OF THE SPONSOR**

The name of the Sponsor is corrected to read Wegman Family (North Greece Road) LLC IV a Delaware limited liability company.

**STATUS OF SALES**

As of the date of this Amendment 0 of the 28 Lots have been conveyed.

**PURPOSE OF THIS AMENDMENT**

This Amendment is filed to revise the Offering Plan.

**ASSOCIATION TO MAINTAIN CONCRETE PATIOS AND FENCES**

The Villas at Fieldstone Association, Inc. will maintain the concrete pads adjacent to the Units and fences on the individual lots.

**PURCHASE AGREEMENT REVISED**

The Purchase Agreement, found on page 41 of the Offering Plan is revised and attached as Exhibit I-A to this Amendment

**HEATING**

The Units are heated by a gas fired furnace equal to Payne PG8M/PG8J or better located in the Unit.

The furnaces heating the Clubhouse will be located in the Clubhouse.

### **AIR CONDITIONING**

Air conditioning to the Units is provided by a Payne Model PA10, or better, electric air conditioner.

### **HOUSING MERCHANT LIMITED WARRANTY**

The Housing Merchant Limited Warranty found on Page 75 of the Offering Plan, Exhibit F, is deleted in its entirety, and replaced with warranty coverage purchased by the Sponsor from Residential Warranty Corporation, 5300 Derry Street, Harrisburg, Pennsylvania 17111. A copy of the warranty is attached as Exhibit I-B.

In the event that there is a conflict between the minimum standards required by the Housing Merchant Implied Warranty provided by law and the warranty provided by the Sponsor, the law will prevail. A copy of the Housing Merchant Limited Warranty is attached as Exhibit I-C.

### **ALL MATERIAL CHANGES INCLUDED**

This Amendment includes all material changes of facts or circumstances affecting the property or the offering.

### **NO OTHER MATERIAL CHANGES**

There are no other material changes in the state of facts as set forth in the original Offering Plan except as indicated herein and in previous amendments.

WEGMAN FAMILY (NORTH GREECE) LLC IV  
A DELAWARE LIMITED LIABILITY COMPANY  
Sponsor

OOla  
1417540

SECOND AMENDMENT  
TO THE OFFERING PLAN FOR  
THE VILLAS AT FIELDSTONE ASSOCIATION, INC.

Dated: 8/4/05

The Offering Plan for membership interests in The Villas at Fieldstone Association, Inc. dated August 30, 2004 is hereby amended as follows:

**STATUS OF SALES**

As of the date of this Amendment 10 of the 28 Lots have been conveyed.

**PURPOSE OF THIS AMENDMENT**

This Amendment is filed to revise the Offering Plan.

**ADDITION OF PHASE II**

The Sponsor has elected to add Phase II to the scope of the Declaration. Phase II will contain 28 Lots. Attached hereto as Exhibit II-A is the legal description for Phase II and the description of the ingress, egress and utility easement located on The Villas at Fieldstone, Phase II.

**NO OTHER MATERIAL CHANGES**

There are no other material changes in the state of facts as set forth in the original Offering Plan except as indicated herein and in previous amendments.

WEGMAN FAMILY (NORTH GREECE) LLC IV  
A DELAWARE LIMITED LIABILITY COMPANY  
Sponsor

OOla  
1489955

EXHIBIT II-A

Villas at Fieldstone, Section No. 2  
Wegman Family, LLC IV

DESCRIPTION OF SECTION NO. 2 OF  
THE VILLAS AT FIELDSTONE SUBDIVISION

May 10, 2005  
Page 1 of 2

Part of Tax Map Nos.: 044.02-01-010  
044.02-01-039.1

All that tract or parcel of land situated in Lot 29, Division 1, Township 2, Short Range, Mill Seat Tract, Phelps & Gorham Purchase, Town of Greece, County of Monroe, State of New York and described as follows:

Beginning at the northeast corner of the Villas at Fieldstone Subdivision, Section No. 1 (Ref.: Liber 321 of Maps, page 34), said northeast corner being in the south line of the now or former Christian Bible Church, Inc. property (Tax map no. 044.02-01-051.112);

1. thence South 89° 06' 22" East, along said south line of the Christian Bible Church, Inc. property, a distance of 733.38 feet to a point;
2. thence South 00° 53' 38" West, a distance of 194.78 feet to a point;
3. thence South 60° 17' 58" East, a distance of 122.56 feet to a point;
4. thence South 06° 00' 16" East, a distance of 159.32 feet to a point;
5. thence South 83° 59' 44" West, a distance of 88.94 feet to a point;
6. thence North 88° 55' 38" West, a distance of 110.00 feet to a point;
7. thence South 83° 59' 44" West, a distance of 102.05 feet to a point;
8. thence North 71° 35' 43" West, a distance of 87.94 feet to a point;
9. thence South 78° 31' 27" West, a distance of 100.18 feet to a point;
10. thence North 88° 55' 38" West, a distance of 200.00 feet to a point;
11. thence North 01° 04' 22" East, a distance of 25.00 feet to an angle point in the east line of the Villas at Fieldstone Subdivision, Section No. 1;

DESCRIPTION OF SECTION NO. 2 OF  
THE VILLAS AT FIELDSTONE SUBDIVISION

May 10, 2005  
Page 2 of 2

12. thence North  $17^{\circ} 41' 03''$  West, along the east line of said Section No. 1, a distance of 195.54 feet to the north line of Maple Center Road (60 foot wide private drive);
13. thence Southwesterly, along said north line and continuing along said Section No. 1, on a curve to the left having a radius of 330 feet, a delta angle of  $10^{\circ} 51' 03''$ , a distance of 62.50 feet to a point;
14. thence North  $18^{\circ} 56' 27''$  West, continuing along said Section No. 1, a distance of 174.95 feet to a point;
15. thence North  $00^{\circ} 53' 38''$  East, continuing along said Section No. 1, a distance of 79.45 feet to the point of beginning.

Containing 6.900  $\pm$  Acres

DESCRIPTION OF THE INGRESS, EGRESS & UTILITY EASEMENT  
LOCATED ON THE VILLAS AT FIELDSTONE, SECTION NO. 2

May 9, 2005  
Page 1 of 2

Part of Tax Map Nos.: 044.02-01-010 & 044.02-01-039.1

All that tract or parcel of land situated in Lot 29, Division 1, Township 2, Short Range, Mill Seat Tract, Phelps & Gorham Purchase, Town of Greece, County of Monroe, State of New York and described as follows:

Beginning at the intersection of the south line of Maple Center Road (60 foot wide private drive) and the east line of Lot 101 of the Villas at Fieldstone, Section No. 1 (Ref.: Liber 321 of Maps, page 34), said intersection being 68.87 feet east of the east line of Lot 122, as measured along said south line;

1. thence North  $17^{\circ} 41' 03''$  West, along the northerly extension of said east line of Lot 101, a distance of 60.00 feet to a point;
2. thence Easterly, along the easterly extension of the north line of Maple Center Road, on a curve to the right having a radius of 330 feet, a delta angle of  $17^{\circ} 27' 51''$ , a distance of 100.59 feet to a point;
3. thence North  $89^{\circ} 46' 48''$  East, a distance of 301.41 feet to a point of curvature;
4. thence Easterly, on a curve to the right having a radius of 130 feet, a delta angle of  $43^{\circ} 59' 44''$ , a distance of 99.82 feet to a point;
5. thence Northeasterly, on a curve to the right having a radius of 330 feet, a chord bearing of North  $75^{\circ} 07' 25''$  East, a chord distance of 130.88 feet, a delta angle of  $22^{\circ} 52' 30''$ , a distance of 131.75 feet to an angle point in the east line of Lot 201;
6. thence South  $60^{\circ} 17' 58''$  East, along the northeast line of Lot 201, a distance of 122.56 feet to a point;
7. thence North  $89^{\circ} 06' 22''$  West, a distance of 82.46 feet to a point;
8. thence Westerly, parallel with and 60 feet south of course no. 5, on a curve to the left having a radius of 270 feet, a delta angle of  $25^{\circ} 45' 49''$ , a distance of 121.41 feet to a point;

DESCRIPTION OF THE INGRESS, EGRESS & UTILITY EASEMENT  
LOCATED ON THE VILLAS AT FIELDSTONE, SECTION NO. 2

May 9, 2005  
Page 2 of 2

9. thence Southerly, on the southeasterly extension of course no. 4, on a curve to the right having a radius of 130 feet, a delta angle of  $13^{\circ} 19' 21''$ , a distance of 30.23 feet to a point of tangency;
10. thence South  $06^{\circ} 00' 16''$  East, a distance of 113.17 feet to an angle point in the south line of Lot 201;
11. thence South  $83^{\circ} 59' 44''$  West, along said south line, a distance of 60.00 feet to a point;
12. thence North  $06^{\circ} 00' 16''$  West, parallel with and 60 feet west of course no. 10, a distance of 113.17 feet to a point of curvature;
13. thence Northwesterly, parallel with and 60 feet south of course no. 4, on a curve to the left having a radius of 70 feet, a delta angle of  $84^{\circ} 12' 56''$ , a distance of 102.89 feet to a point of tangency;
14. thence South  $89^{\circ} 46' 48''$  West, parallel with and 60 feet south of course no. 3, a distance of 301.41 feet to a point of curvature;
15. thence Westerly, parallel with and 60 feet south of course no. 2, on a curve to the left having a radius of 270 feet, a delta angle of  $17^{\circ} 27' 51''$ , a distance of 82.30 feet to the point of beginning.

Containing 1.126  $\pm$  Acres

THIRD AMENDMENT  
TO THE OFFERING PLAN FOR  
THE VILLAS AT FIELDSTONE ASSOCIATION, INC.

Dated: September 20, 2005

The Offering Plan for membership interests in The Villas at Fieldstone Association, Inc. dated August 30, 2004 is hereby amended as follows:

<u>Amendment</u>	<u>Date</u>
First	January 14, 2005
Second	August 4, 2005

**STATUS OF SALES**

As of the date of this Amendment 8 of the 28 Lots in Phase I have been conveyed and 0 of the 36 Lots in Phase II have been conveyed.

**PURPOSE OF THIS AMENDMENT**

This Amendment is filed to extend the effectiveness of the Offering Plan.

**BUDGET AND FINANCIALS**

The Association is still operating under the budget contained in the original Offering Plan dated August 30, 2004. The financial statement is not available at this time.

**FINANCIAL DISCLOSURE UPDATE**

- A. The Unsold Homes listed on the annexed Exhibit III-A are owned by the Sponsor which has to date paid all common charges due.
- B. The approximate aggregate monthly common charges payable for the Units owned by the Sponsor is \$134.32 month which includes the monthly real estate tax payment obligations on the unsold Units.
- C. No rental income is received by Sponsor from unsold Units.



D. The Sponsor will not be obligated to the Condominium for any financial obligations within the next 6 months other than for the payment of Condominium common charges.

E. The unsold Units set forth on annexed Exhibit III-A above are subject to mortgage or financing liens as follows:

(i) A mortgage with an outstanding principal balance of \$1,000,000.00 held by M & T Bank, 255 East Avenue, Rochester, NY 14044. The monthly payments are interest only. This is a Revolving Credit Line Mortgage.

F. The Sponsor and its designees are current on all their financial obligations under the Plan, and have been current on all such obligations during the past six months.

The offering plan for this building is on file with the Department of Law and available for public inspection.

#### **BOARD OF DIRECTORS**

The members of the Board of Directors are: Jay Wegman, President (Sponsor Affiliated); Joseph McIntyre, Vice President (Sponsor Affiliated); Philip R. Wegman, Secretary (Sponsor Affiliated).

#### **ALL MATERIAL CHANGES INCLUDED**

This Amendment includes all material changes of facts or circumstances affecting the property or the offering.

#### **NO OTHER MATERIAL CHANGES**

There are no other material changes in the state of facts as set forth in the original Offering Plan except as indicated herein and in previous amendments.

WEGMAN FAMILY (NORTH GREECE) LLC IV  
A DELAWARE LIMITED LIABILITY COMPANY  
Sponsor

OOla  
1508044

EXHIBIT III-A

As of 8/22/05 Villas at Fieldstone Phase I  
Status Report

<u>Address</u>	<u>Status/Scheduled Closing</u>	<u>Name</u>	
1 Maple Center Road	Closed	Seymour	
3 Maple Center Road	Open		
5 Maple Center Road	Model		Model
7 Maple Center Road	Closed	Bruzees	
137 Maple Center Road	Closed	Brooks	
139 Maple Center Road	Contract / September 15	Zaccour	Old Model
141 Maple Center Road	Closed	Damaggio	
143 Maple Center Road	Closed	Englebach	
129 Maple Center Road	Closed	Cantello	Model
131 Maple Center Road	Closed	Duff	
133 Maple Center Road	Closed	Ranieri	
135 Maple Center Road	Contingent Contract/Home Sale	Wasielewski	
121 Maple Center Road	Deposit	DePalma	
123 Maple Center Road	Contract / September 1	Springs	
125 Maple Center Road	Model	Model	New Model
127 Maple Center Road	Contingent Contract/Mortgage	Gross	
113 Maple Center Road	Contract / October 5	Friga	
115 Maple Center Road	Contract / October 5	Gillette	
117 Maple Center Road	Contingent Contract (Home) / October 20	Dagrandis	
119 Maple Center Road	Contract / October 5	Pusey	
105 Maple Center Road	Contract / October 12	Doerr	
107 Maple Center Road	Contract / October 12	Oldfield	
109 Maple Center Road	Contract/October 12	Stolz	
111 Maple Center Road	Contract / October 12	Vogel	
100 Maple Center Road	Contract /October 25	Butler	
102 Maple Center Road	Contract/October 25	Dittmar	
110 Maple Center Road	Open (Canterbury)	Open	
112 Maple Center Road	Contract / October 15	Nacca	
97 Maple Center Road	Contract / December 15	Vallone	
99 Maple Center Road	Contract / December 15	Oslinski	
101 Maple Center Road	Contract/December 15	Penders	
103 Maple Center Road	Contingent Contract/December 15	Lulher	

Phase II

6

AMENDMENT TO DECLARATION  
VILLAS AT FIELDSTONE  
(VILLAS AT FIELDSTONE DECLARATION)

RECORDED  
2011 FEB 14 PM 12:45  
MONROE COUNTY CLERK

This Instrument made this \_\_\_\_ day of \_\_\_\_\_, 2010, is an Amendment to the Declaration - Villas at Fieldstone Association, Inc. (the Declaration), which was recorded in the Monroe County Clerk's Office in Book 10080, Page 261 on January 27, 2005.

WITNESSETH:

WHEREAS, the Board of Directors of the Villas at Fieldstone Association, Inc., certify that, pursuant to Section 11.09 of said Declaration, the applicable provisions of the Declaration have been followed herein or specifically waived by each and every Lot Owner as defined in Section 1.01 of said Declaration; and

WHEREAS, Owners of 67% or more of the total number of Lots have approved this Amendment and no lending institutions have objected to the Amendment; and

NOW, THEREFORE, the Declaration, Article X, Section 10.02 is amended as follows:

Section 10.02. No Animals, Birds and Insects. Except for either the one (1) dog or two (2) cats or one (1) dog and one (1) cat owned by a Lot Owner, fish, or birds kept in a cage, no animals, birds or insects shall be kept or maintained on any Lot or other portion of the Property except with the consent of the Board of Directors of the Association which may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, birds and insects an (ii) prohibit certain types of animals, birds or insects entirely. **The maximum weight limit of full grown dogs will be 35 pounds, for dogs acquired after the date of the recording of this Amendment.** The Board of Directors of the Association shall have the right to require any Lot Owner (or any tenant of any Owner, or any family member or guest of any Owner or tenant) to dispose of any animal, bird or insect, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal, bird or insect is creating a nuisance, because, e.g., the Lot Owner does not clean up after the animal, the animal is too noisy, or the animal is not properly controlled. All dogs must be leashed when on the property. **The Board may also charge the Lot Owner for the cost of repair for damage to any Association property and fine accordingly for repeat offenses.**

RECORDED  
2011 FEB 14 PM 12:29  
MONROE COUNTY CLERK

RECORDED

Declaration, Section 10.08 is amended as follows:

Section 10.08 No Television and Communication Antennas. No outside television, radio, "C.B." or other communication antenna, except for satellite dishes measuring

one meter in diameter or less, shall be erected on any Lot or other portion of the Property except with the consent of the Association's Board of Directors. **For satellite dishes measuring one meter in diameter or less the Lot Owner must notify the Board of Directors in writing as to the decision to install a satellite dish and the Board will advise as to an approved location for installation. The dish can only be installed at the approved location.**

Declaration, Section 10.17 is amended as follows:

Section 10.17. ~~Initial Lease Term of Unit.~~ **No lease of a Unit shall be for an initial term of less than six (6) months. An Owner may lease a Unit for a maximum of 24 consecutive months, after owning the Unit for at least two (2) years. Hardship requests will be considered after the two (2) year ownership requirement is met. If a Unit is leased, the Owner, prior to occupancy by a tenant, must provide the Board with the name and contact information of the Tenant, as well as a copy of the lease, and written confirmation that the Tenant has received, read and understands the Villas at Fieldstone Declaration and Rules and Regulations.**

Declaration, Section 11.09 is amended as follows:

Section 11.09. When Amendment or Termination Becomes Effective. Any amendment or termination of this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the office of the Clerk of the County of ~~Erie~~ **Monroe**. 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.

New language is **bold**.

Old language is ~~lined-out~~

Pursuant to Section 11.09 of the Declaration, the undersigned members of the Board of Directors certify as follows:

1. This Amendment has been adopted in full compliance with Article XI of the Declaration. It was adopted at a duly called Meeting of the Lot Owners;
2. The Board of Directors held a Hearing in accordance with Section 4.07 of the Declaration for the purpose of considering such a proposed Amendment on Nov. 10, 2010;

3. The initial date set for the canvass of the vote on the Amendment was held not less than 30 nor more than 45 days after the Hearing. The Notice of such date contains the date, time and place of the canvass thereof and a copy of the proposed Amendment sent to all Lot Owners not less than 14 days prior to the date or initial date set for the canvass thereof.
4. The Board of Directors did not prior to the date of stoppage for voting on the proposed Amendment receive written notification of opposition to the Amendment from eligible mortgage holders more than 51% in number of Lots.

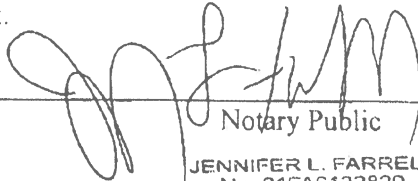
IN WITNESS WHEREOF, the undersigned being all a majority of the Members of the Villas at Fieldstone Association, Inc. Board of Directors caused this Amendment to be signed this 14/18 day of JAN, 2010 and direct this Amendment to be recorded in the Monroe County Clerk's Office as an Amendment to the Declaration.

VILLAS AT FIELDSTONE ASSOCIATION, INC.

Eugene Bonaguidi  
Marilyn N. Casucchi  
John P. Van Deyn  
Thomas J. Old  
Alan P. Vogel

STATE OF NEW YORK )  
 )SS.:  
COUNTY OF MONROE )


On the 14 day of JAN in the year 2010, before me, the undersigned, personally appeared Eugene Romano, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

JENNIFER L. FARRELL  
No. 01FA6132820  
Notary Public, State of New York  
Qualified in Monroe County  
My Commission Expires 08/29/13

STATE OF NEW YORK )  
 )SS.:  
COUNTY OF MONROE )

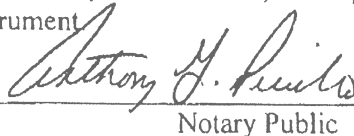
On the 18 day of January in the year 2010, before me, the undersigned, personally appeared Marilyn N. Casaceli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

TERRIANNE BOVENZI COFFEY  
No. 01BO6129654  
Notary Public, State of New York  
Qualified in Monroe County  
My Commission Expires July 6, 2013

STATE OF NEW YORK )  
 )SS.:  
COUNTY OF MONROE )

On the 19 day of JANUARY in the year 2010, before me, the undersigned, personally appeared JOHN A. VANORMAN, 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 she executed the same in <sup>his</sup> ~~her~~ capacity, and that by ~~her~~ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

ANTHONY G. PUCILLO  
Notary Public, State of New York  
No. 01PU6230887  
Qualified in Monroe County  
Commission Expires Nov. 15, 2014

STATE OF NEW YORK )  
 )SS.:  
COUNTY OF MONROE )

On the 21 day of January in the year 2010, before me, the undersigned, personally appeared Thomas J. Oldfield, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 )SS.:  
COUNTY OF MONROE )

MARIA DISANO  
Notary Public, State of New York  
No. 01D16033720  
Qualified in Monroe County  
Commission Expires Nov. 22, 2013

On the 24<sup>th</sup> day of JANUARY in the year 2010, before me, the undersigned, personally appeared STEVEN VOGLER, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

PATRICIA A. CARR  
Notary Public - State of New York  
No. 01CA6186842  
Qualified in Wayne County  
My Commission Expires May 12, 2012

AMENDMENT TO DECLARATION  
VILLAS AT FIELDSTONE

Dated: JANUARY 17, 2010

Prepared by: Ronald S. Shubert, Esq.  
Phillips Lytle LLP  
3400 HSBC Center  
Buffalo, NY 14203

NORTH GREECE ROAD

OOla  
Doc # 01-2395000.1