

Belmont Village

Belmont Village Maintenance Association, Inc.

Liverpool, New York

MEMBERSHIP AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20_, between **BELMONT VILLAGE MAINTENANCE ASSOCIATION, INC.**, a domestic corporation organized and existing under and by virtue of the laws of the State of New York (“Association”), and each of the property owners of the Belmont Village Tract (“Members”),

WHEREAS, each MEMBER has agreed to purchase or is now the owner of one of the lots located in the Belmont Village Tract (“Tract”), which Tract is more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the town of Clay, County of Onondaga and State of New York, and being a part of Lot No. 75 in said Town of Clay, bounded and described as follows: Beginning at a point in the center line of New York State Route No. 57, commonly called Liverpool-Oswego Road, at the southwesterly corner of premises heretofore conveyed by Walter K. Harris and Dorothy H. Harris, his wife, to Carl James Austin by deed dated June 14, 1956, in Book 1811 of Deeds at page 212&c.; thence N. 77o46’30E. and along the south line of premises so conveyed to Austin 183 feet to an iron pipe set at the southeasterly corner of said premises; thence N.12o13’30”W. 122.3 feet to an iron pipe set in the northeasterly line of premises so conveyed to Austin; thence S.88o26’10”E. 1699.14 feet along the southerly line of premises now or formerly owned or occupied by George Ball as shown by deed recorded in the Onondaga County Clerk’s Office in book 576 of Deeds at page 27&c. and premises (sic) and now or formerly owned by Consolidated Investors Development Corporation as

Shown by deed recorded in the Onondaga County Clerk's Office in Book 2043 of Deeds at page 558&c. and along the southerly line of premises now or formerly owned by William A. Buecheler and F. M. Buecheler as shown by deed recorded in Onondaga County Clerk's Office in Book 1868 or Deeds at page 509; thence S. 1o18'20"W. and along the westerly line of said premises of Buecheler and along the westerly line of premises of S. Jankowski as shown by deed recorded in Onondaga County Clerk's Office in Book 371 of Deeds at page 164, 1255.77 feet more or less to an iron pipe; thence S.87o58'30" E. and along the southerly line of premises so conveyed to S. Jankowski, 915.4 feet to a fence post; thence S. 1o39'19" W. and along the westerly line of premises conveyed to S. and M. Jankowski by deed recorded in Onondaga County Clerk's Office in Book 1266 of Deeds at page 119, 410.9 feet to a point which point is located in the southerly right-of-way line of the New York Transit Company as shown by conveyance recorded in Onondaga County Clerk's Office in Book 1603 of Deeds at page 377, and which point is also in the northerly right-of-way line of the Niagara Mohawk Power Corporation (successor) as shown by deed recorded in Onondaga County Clerk's Office in Book 554 of Deeds at page 451&c.; thence N.87o52'00" W. 1649.8 feet along the southerly line of said New York Transit Company; thence N. 1o39' E. and along the easterly line of premises heretofore conveyed to R.E> Murphy as shown by deed recorded in Onondaga County Clerk's Office in Book 790 of Deeds at page 136&c. and along the easterly line of premises heretofore conveyed to A. I. Smith as shown by deed recorded in Onondaga County Clerk's Office in Book 576 of Deeds at page 585&c.; 402.72 feet, which is also the northeasterly corner of premises so conveyed to Smith and which point is located in the southerly line of a 30-foot right-of-way; thence N. 88o 21'00" W. and along the northerly line of said premises so conveyed to Smith and along the southerly line of said right-of-way 861.57 feet to a point in the center line of New York State Route No. 57; thence N. 11o30' W. along the said center line to the northerly line of said 30-foot right-of-way, which is also the southwesterly corner of premises heretofore conveyed to Ed Martin's Humpty Dumpty, Inc. as shown by deed recorded in Onondaga County Clerk's Office in Book 1866 of Deeds at Page 15&c. thence S. 88o21'00" E. and along the northerly line of said 30-foot right-of-way, which is also the southerly line of Ed Martin's Humpty Dumpty, Inc. 1104.01 feet to an iron pipe at the southeasterly corner of Ed Martin's Humpty Dumpty, Inc.; then N.11o30'W, 179.71 feet to an iron pipe at the northeasterly corner of said premises so conveyed to Ed. Martin's Humpty Dumpty, Inc. thence N. 88o21'00" W. along the northerly line of Ed Martin's Humpty Dumpty, Inc. 746.75 feet to an iron pipe; thence N. 11o30'W. along the easterly line of said premises so conveyed to Ed Martin's Humpty Dumpty, Inc. 179.79 feet to an iron pipe; thence S. 88o21'E. 39.51 feet along a continuation easterly of the northerly line of said Ed Martin's Humpty Dumpty, Inc. thence N.12o13'30"W. 736.60 feet to a point; thence westerly and on a curve to the left having a radius of 661.84 feet 200.03 feet to a point of tangency; thence

S.77°46'30"W. 183 feet to the center line of New York State Route 57; thence N. 12°13'30" W. and along the center line of said New York State Route 57; 60 feet to the point and place of beginning.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot No. 75 in said Town, being part of Block "A", Sub-Block No. 6 Amended, Belmont Village, Section No. 1 according to a map of said Tract made by O'Brien & Gere and filed in Onondaga County Clerk's Office November 15, 1965, Map No.4760, and being more particularly described as follows:

Beginning at a point in the easterly boundary of Belmont Drive, said point being the northeasterly corner of said Sub-Block No. 6; running thence S 30°28'40" E along said easterly street boundary, a distance of 15 feet to the northwesterly corner of Lot No. 4331 in said Sub-Block No. 6; thence N. 86°31'20" E along the northerly boundary of said Lot No. 4331, a distance of 90.95 feet to a point in the easterly boundary of said Sub-Block No.6; thence N30°17'20" W along said easterly boundary, a distance of 15 feet to the northeasterly corner thereof ; thence S 86°31' 20" W along the northerly boundary of Sub-Block No. 6, a distance of 91 feet to the point of beginning.

ALL THOSE TRACTS OR PARCELS OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot No. 75 in said Town, being part of Block "A", Sub-Block No. 4, Amended, Belmont Village, Section No. 1 according to a map of said Tract made by O'Brien & Gere and filed in Onondaga County Clerk's Office June 9, 1966, Map No. 4802, and being more particularly described as follows:

BEGINNING at a point in the northerly boundary of Belmont Drive, said point being the southwesterly corner of said Sub-Block No. 4; running thence N 86° 31'20" E along said northerly street boundary, a distance of 35 feet to the southwesterly corner of Lot No. 4303 in said Sub-Block No. 4; thence N 30° 28' 40"W along the westerly boundary of said Lot No. 4303, a distance of 85 feet to a point in the northerly boundary of said Sub-Block No. 4; thence S 86° 31'20" W along said northerly boundary, a distance of 35 feet to the northwesterly corner thereof; thence S 30° 28'40" E along the westerly boundary of said Sub-Block No. 4, a distance of 85 feet to the point of beginning.

Also, BEGINNING at a point in the northerly boundary of Belmont Drive, said point being the southeasterly corner of said Sub-Block No. 4; running thence S 86° 31'20" W along said northerly street boundary, a distance of 35 feet to the southeasterly corner of Lot No. 4311 in said Sub-Block No. 4; thence N 30° 28'40" W along the easterly boundary of said Lot No. 4311, a distance of 84.55 feet to a

point in the northerly boundary of said Sub-Block No. 4; thence N 86o 42'40" E along said northerly boundary, a distance of 35 feet to the northeasterly corner thereof; thence S 3o 28'40" E along the easterly boundary of said Sub-Block No. 4, a distance of 84.43 feet to the point of beginning.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot No. 75 in said Town, being part of Block "A", Sub-Block No. 3 amended, Belmont Village, Section No.1 according to a map of said Tract made by O'Brien & Gere and filed in Onondaga County Clerk's Office July 14, 1966, Map No.4815, and being more particularly described as follows:

BEGINNING at a point in the northerly boundary of Belmont Drive, said point being the southwesterly corner of said Sub-Block No. 3; running thence N 86o31' 20" E along said northerly street boundary, a distance of 15 feet to the southwesterly corner of Lot No. 4299 in said Sub-Block NO. 3; thence N 3O 28' 40" W along the easterly boundary of said Lot No. 4299, a distance of 85 feet to a point in the northerly boundary of said Sub-Block No. 3, thence S 86o 31'20" W along said northerly boundary, a distance of 15 feet to the northwesterly corner thereof; thence S 3O 28' 40" E along the westerly boundary of said Sub-Block No. 3, a distance of 85 feet to the point of beginning.

ALL THOSE TRACTS OR PARCELS OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot No. 75 in said town, being part of Block "B", Sub Block No. 2 amended, Belmont Village, Section No. 1 according to a map of said Tract made by O'Brien & Gere and filed in Onondaga County Clerk's Office March 11, 1965, Map No. 4705 and being more particularly described as follows:

BEGINNING at a point in the southerly boundary of Belmont Drive, said point being the northeasterly corner of said Sub-Block No. 2; running thence S 86o 31' 20" W along said southerly street boundary, a distance of 17.5 feet to the northeasterly corner of Lot No.4304 in said Sub-Block No.2; thence S 3o 28' 40" E along said easterly boundary of said Lot No. 4304, a distance of 80 feet to a point in the southerly boundary of said Sub Block No.2; thence N 86o31'20" E along said southerly boundary, a distance of 17.5 feet the southeasterly corner thererof; thence N 3o 28'40"W along the easterly boundary of said Sub Block No. 2, a distance of 80 feet to the point of beginning.

Also, beginning at a point in the southerly boundary of Belmont Drive, said point being the northwesterly corner of said Sub Block No. 2, running thence N 86o 31' 20" E along said southerly street boundary, a distance of 16.5 feet to the northwesterly corner of Lot NO. 4298 in said Sub Block No. 2; thence S3o 28'40"

E along the westerly boundary of said Lot No. 4298, a distance of 80 feet to a point in the southerly boundary of said Sub Block No. 2; thence S 86o 31' 20"W along said southerly boundary, a distance of 16.5 feet to the southwesterly corner thereof; thence N 3o 28'40" W along the easterly boundary of said Sub Block No. 2, a distance of 80 feet to the point of beginning.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot NO. 75 in said Town, being part of Lot No. 4296 ½, Block "C", Sub Block No. 2 & No. 3 amended, Belmont Village, Section No. 1 according to a map of said Tract made by O'Brien & Gere and filed in Onondaga County Clerk's Office August 15, 1963, Map No. 4567 and being more particularly described as follows:

Beginning at a point in the westerly boundary of said Belmont Village, Section No. 1, said point being the southerly most corner of said Lot No. 4296 ½; running thence N 17o 10'30" W along the westerly tract boundary, a distance of 115.27 feet to a point; thence N 72o 49'30" E, a distance of 88.55 feet to a point in the southeasterly boundary of said Lot No. 4296 ½, said point also being on the easterly edge of an existing sidewalk; thence S 20o 21' 20" W along said southeasterly boundary, a distance of 145.36 feet to the point of beginning.

Also, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot No. 75 in said Town, being part of Lot No. 4300, Block "C", Sub Block No. 2 and No. 3 amended, Belmont Village, Section No. 1 according to a map of said Tract made by O'Brien & Gere and filed in Onondaga County Clerk's Office August 15, 1963, Map No. 4567 and being more particularly described as follows:

Beginning at a point in the westerly boundary of said Belmont Village, Section No. 1, said point being the westerly most corner of said Lot No. 4300; running thence N 20o21'20"E along the northwesterly boundary of said Lot No. 4300, a distance of 145.36 feet to a point in the easterly edge of an existing sidewalk; thence S 11o 19' 50" E along said easterly sidewalk edge, a distance of 47.24 feet to a point of curvature in said sidewalk; thence southerly continuing along said easterly sidewalk edge following a curve to the left having a radius of 116 feet, an arc distance of 47.58 feet to a point in the southwesterly boundary of said Lot No. 4300; thence S 59o 19' 10" W along said southwesterly lot boundary, a distance of 91.11 feet to the point of beginning.

Also, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay County of Onondaga and State of New York, being part of Farm Lot No. 75 in said Town, being part of Lot No. 4311 ½, Block "B", Sub Block No. 3 & No. 5 amended, Belmont Village, Section No. 1 according to a map of said Tract made

by O'Brien & Gere and filed in Onondaga County Clerk's Office October 25, 1963, Map No. 4582 and being more particularly described as follows;

BEGINNING at a point in the northerly boundary of Candlelight lane, said point being the southwesterly corner of said Lot No. 4311 ½; running thence N 86o 31' 20" E along said northerly street boundary, a distance of 30 feet to a point; thence N 3o 298'40" w, a distance of 80 feet to a point in the northerly boundary of said Lot No. 4311 ½; thence S 86o 31'20"W along said northerly boundary, a distance of 30 feet to the northwesterly corner thereof; thence S 3o 29'40"E along the westerly boundary of said Lot No. 4311 ½, a distance of 80 feet to the point of beginning.

Also, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of the Farm Lot No. 75 in said Town, being part of Lot No. 4306, Block "B", Sub Block No. 3 & No. 5 amended, Belmont Village, section No. 1 according to a map of said Tract made by O'Brien & Gere and filed in Onondaga County Clerk's Office October 25, 1963, Map No. 4582 and being more particularly described as follows:

BEGINNING at a point in the southerly boundary of Belmont Drive, said point being the northwesterly corner of said Lot No. 4306; running thence N 86o31' 20" E along said southerly street boundary, a distance of 40 feet to a point; thence S 3o 28'40" E, a distance of 80 feet to a point in the southerly boundary of said Lot No. 4306; thence S 86o 31' 20" W along said southerly boundary, a distance of 40 feet to the southwesterly corner thereof; thence N 3o 28'40" W along the westerly boundary of said Lot No. 4306, a distance of 80 feet to the point of beginning.

Also, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot No. 75 in said Town, being part of Block "B", Sub Block No. 4, Belmont Village, Section No.1 according to a map of said Tract made by O'Brien & Gere and filed in Onondaga County Clerk's Office April 17, 1963, Map NO 4539 and being more particularly described as follows:

BEGINNING at a point in the northerly boundary of Candlelight Lane, said point being the southeasterly corner of said Sub Block No. 4; running thence S 86o31'20" W along said northerly street boundary, a distance of 20 feet to a point; thence N 3o298'40" E, a distance of 80 feet to a point in the northerly boundary of said Sub Block No. 4; thence N 86o 31' 20" E along said northerly boundary, a distance of 20 feet to the northeasterly corner thereof; thence S 3o 28'40" E along the easterly boundary of said Sub Block No. 4, a distance of 80 feet to the point of beginning.

WHEREAS, by the terms of the Protective Covenants of Belmont Village (“Protective Covenants”), the Member, upon acceptance of the deed, has become a Member of Belmont Village Maintenance Association, Inc. and has agreed to execute the within Membership Agreement. A copy of the Protective Covenants is attached, incorporated herein and marked Exhibit “A”.

WHEREAS, the Protective Covenants provide in pertinent part, as follows:

Section 23. Each and every owner, upon acquisition of title shall automatically become a member of said Maintenance Association and shall continue as a member thereof and be bound by the Charter, By Laws, Rules and Regulations thereof until such ownership shall terminate or be terminated upon the happening of which event such Owner’s membership in the said Maintenance Association shall automatically cease. Except as to any mortgagee of property to which the within Protective Covenants are applicable and who shall become an Owner, each and every Owner, upon request of said Maintenance Association shall execute and deliver to said Maintenance Association, and upon his failure or refusal to do so, such owner does hereby irrevocably constitute the Secretary of said Maintenance Association such Owner’s attorney-in-fact with full power and authority to execute such Membership Agreement for and in the name of such owner.

As indicated, Section 23 of the Protective Covenants allows the Secretary of the Association to execute this Agreement on behalf of any and all owners who fail or refuse to execute it.

WHEREAS, the Protective Covenants were filed in the Onondaga County Clerk’s Office on May 17, 1963 in Book 2144, page 264&c. and On September 30, 1963 in Book 2163, page 285&c. As a result, the Protective Covenants are enforceable against, And apply to, each owner in the Tract.

NOW, THEREFORE, in consideration of the services to be rendered by the Association and the benefits to be derived by the member from the Association, the Member hereby covenants and agrees that concurrently with the acquisition of title

to the Property, the Member shall automatically become a Member of the Association and be bound by the following provisions and conditions:

1. All of the statements set forth in the foregoing preamble are expressly made a part hereof and incorporated herein by reference.
2. To fully abide by and comply with the Certificate of Incorporation, By Laws, Rules and Regulations of the Association and with the protective covenants Referred to in Paragraph "6" hereof, now in effect and as hereafter modified or Amended from time to time.
3. To pay to the Association, the Member's "Maintenance Charges" as the same become due and payable as defined in the By Laws of the Association, and as determined by the Board of Directors ("Board") from time to time. Until the Board shall otherwise determine, the Member shall pay for the Property a monthly maintenance charge which amount shall be announced at the Belmont Village's Annual or Special meeting which shall be payable during the calendar month immediately following the calendar in which delivery of the deed for the Property shall be made to the Member and during each calendar month thereafter. A penalty of \$10.00 per unit is assessed when monthly maintenance is not paid within the month that it is due, or in the event an owner is repeatedly late the village attorney shall draft a letter to state that hereinafter a late fee of \$50.00 will be assessed per month. In addition it may be necessary to assess to the owner for immediate payment of the full yearly dues should continuous legal intervention occur or assess a sizable deposit to offset delinquencies.

4. For each and every default of the Member in any payment to become due and payable to the Association, the Member (and each of them, if more than one) does hereby empower any attorney of any Court of Record within the United States or elsewhere, to appear for the Member and with or without declaration filed, confess judgment against the Member (jointly or severally if more than one) and in favor of the Association, its successors and assigns, as of any term, for any sum or sums in default with costs of suite and reasonable attorney's fees in the amount of 33% of the outstanding sum, and forthwith to file judgments thereon, and without stay of execution and extension upon any levy on real estate is hereby expressly waived and condemnation agreed to and exemption of any and all property from levy or sale by virtue of any exemption law now in force or which may hereafter be passed is also expressly waived by the member (and each of them if more than one) that the aforesaid warrant of attorney to confess judgment shall be exercisable repeatedly for each or any payments in default.

5. The Member shall not resign or have the right to resign as a member of the association so long as the Member shall be the recorded owner of the Property or of any ownership interest therein.

6. The Member hereby gives and grants to the Association, its servants, agents, employees and contractors the right, from time to time to inspect, to enter upon, and to pass through and over the Property, and the exclusive right to perform any work to, on, or from the Property, and the exclusive right to perform any work to, on, or from the Property for or in connection with the carrying out of any of the purposes of the

Association an exercise of the rights, obligations and duties vested in or imposed upon the Association by its By Laws and/or by the Protective Covenants to which the Property is subject as set forth in the “Protective Covenants – Belmont Village” of record in the Onondaga County Clerk’s Office of Deeds in Book 2144 at Page 264&c., and Book 2163 at Page 285&c., and any future amendments or modifications thereof; provided however, that the said rights shall be exercised at reasonable times and with reasonable prior notice to the member except in cases of emergency. The Member hereby covenants and agrees that he/she will not perform and will not permit the performance of any work on the Property which conflicts or interferes with, impedes or duplicates any work performed by or to be performed by the Association; that the Member will not paint any structure on the property without the written consent of the Association, as to color, quality of paint and qualifications of person to perform such work; that the Member will not in any way alter the lawn area on the Property or make any plantings of any nature with the lawn area without the consent in writing of the Association.

7. All rights, interests, privileges and benefits of the Member in and to the use of any property, real and personal, now owned and hereafter acquired by the Association, shall at all times be subject to the conditions and be subordinate to the lien of any mortgage or encumbrance and its accompanying documents, heretofore executed or hereafter to be executed by the Association from time to time and to any and all modifications, extensions and renewals thereof, and subject further to all rules and regulations of the Association now in effect and hereafter adopted, affecting such property. The Member, at the Association’s request and expense, shall execute any

instruments which authorizes the Association's secretary or attorney-in-fact to execute and acknowledge any such instrument for, on behalf and in the name of the Member, without the Secretary being subject to any liability of any nature whatsoever, therefore.

8. The member does hereby forever release and discharge the Association, its agent, employees, officers and directors, of and from any and all causes of action, claims and demands of whatsoever nature, which the Member hereafter shall can or may have against the Association, its agents, employees, officers, and directors, or any of them, for any damages to the Property caused by or resulting from any act or omission of the Association, its agents, employees, officers and directors, or any of them, in the exercise of the rights granted the Association set for in paragraph "6" above.

9. The member shall have the right to the exclusive use of a parking space for one passenger automobile at such place in the parking areas shown on the Subdivision Plan, as the Board shall designate, for each dwelling unit in the dwelling house constructed or to be constructed on the Property; and the member agrees that no person of his/her household will or authorize the use of any other unauthorized parking space, additionally, if a private driveway exists on the members tract, the member is not authorized to park in any other parking area. **Further, the member acknowledges and agrees that no commercial vehicles will use or be given the authorization to use the parking space designated to the Member by the Association.**

10. The member acknowledges that the Member has read the Certificate of Incorporation, the By Laws, the initial corporate minutes of the Association, the "Protective Covenants of Belmont Village" and the Rules and Regulations referenced

above, all of which are attached, incorporated herein and collectively marked Exhibit "A".

11. It is agreed that the designation "Member" as used herein shall mean and refer to one or more parties hereto who shall become owners of the Property, and their respective heirs, executors, administrators and successors, and if more than one, their liability hereunder shall be joint and several. The designation "Association" shall include its successors and assigns.

12. For each and every breach or violation by the Member (if other than The Federal Housing Administration), of any of the conditions or provisions of this Membership Agreement or of the By Laws, Rules and Regulations of the Association, or of the aforesaid protective covenants, now in effect or as hereafter amended or modified as determined by the Board, the Board may impose upon the Member a charge of **One Hundred dollars (\$100.00), the first month for each and every breach and/or violation, the Second month Two Hundred dollars (\$200.00) for each and every breach and/or violation; and for the third month Three Hundred dollars (\$300.00) for each and every breach and/or violation thereafter;** and all such charges so imposed shall be payable in the manner to be determined by the Board.

13. The member acknowledges that in entering into this Membership Agreement, the Member has not relied upon any promises, agreements or representations which are not specifically set forth herein.

14. The Member hereby acknowledges, consents and agrees that all sidewalks common areas are for the use, enjoyment and convenience of all members of the Association and for the beautification and improvement of all lands within the Belmont

Village Tract.

15. Any notice to be given hereunder by the Association to the Member, may be given to any of them if more than one, personally, or may be sent by Registered or Certified Mail addressed to the Member at his/her respective address as listed below, or at such other address as the Member shall hereafter notify the Association in writing.

16. This Agreement may be executed in any number of counterparts, each of which shall be construed as part of the original Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Member has (have) hereunto set his/her (their) hand(s) and seal(s) the day and year first above written.

BELMONT VILLAGE MAINTENANCE
ASSOCIATION, INC.

By:

Its:

President

STATE OF NEW YORK
COUNTY OF ONONDAGA

ss.:

On the ____ day of _____, 200 , before me personally came, _____ to be known, who being by me duly sworn, did depose and say that deponent is President of BELMONT VILLAGE MAINTENANCE ASSOCIATION, Inc., the corporation described in and which executed the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

Notary Public

(Print Name):

(Print Property Address):

STATE OF NEW YORK)

COUNTY OF ONONDAGA

)ss.:

On the _____ day of _____, 200_, before me the undersigned, personally came _____, personally know 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public