



Lots + Streets

Declaration #4

177

DECLARATION OF RESTRICTIONS AND EASEMENTS

by

THE MICHAELS GROUP, INC.

005764

INDEX 2281 PG 821

WHEREAS, The Michaels Group, Inc. is the Owner of all that certain tract of land situated in the Town of Guilderland, County of Albany and State of New York, more particularly shown, bounded, designated and described at Schedule "A", which is annexed hereto and by reference made a part hereof, and

WHEREAS, the said The Michaels Group, Inc. is about to sell lots as set forth on said map, which the Owner desires to subject to certain restrictions, covenants, conditions, charges and agreements as hereinafter set forth, between it, the said Owner, and the purchasers,

NOW, THEREFORE, the Owner declares that all lots shown on the attached Schedule "A" are held and shall be conveyed SUBJECT TO the restrictions, covenants, conditions, charges and agreements as herein after set forth, to wit:

FIRST: The word and term "Owner" as used herein shall be deemed to mean the said The Michaels Group, Inc., its legal representatives, successors and assigns, but not the grantee of any particular lot or lots.

The word and term "street" as used herein shall be deemed to mean any street, highway, or other thoroughfare as shown on or referred to at Schedule "A" annexed hereto, whether designated as street, avenue, boulevard, road, drive or otherwise.

The word and term "grantee" as used herein shall be deemed to mean the purchaser from the said Owner of a lot or lots.

SECOND: There shall not be erected, permitted, maintained or carried on upon said property, or any part thereof, any saloon, manufacturing establishment, cattle yard, hog pen, chicken coop or privy vault, nor shall any cattle, hogs, chicken or livestock be kept or maintained thereon.

THIRD: The property shall be used for private residence purposes only and exclusively, and only one residence shall be erected or maintained and for occupation for not more than one family excepting that this covenant shall not be construed to prevent the practice of only the professions of law, medicine, dentistry or engineering.

Private garages, not more than one story in height for the sole use of the grantees or occupants of the lots or plots upon which garages are permissible. No garage shall be erected within ten (10) feet of the abutting line unless it be an integral part of the house, excluding all townhouses.

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**FOURTH:** No noxious or offensive activity shall be carried on upon any lot or lots, including "park areas" as shown on aforementioned maps, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**FIFTH:** No building, fence or other structure shall be erected or moved on said premises until the design and location thereof shall be approved in writing by the Owner. However, in the event that the Owner fails to approve or disapprove such design or location within thirty (30) days, then, and in that event, such approval shall not be required, provided the ground floor plan's square foot area of the building is not less than seven hundred (700) square feet of living space for a one-story structure, and is not less than three hundred seventy-five (375) square feet of living space for a two-story structure, excepting townhouses on lots as shown and designated as such on the subdivision plat referred to at Schedule "A" annexed hereto, or any subsequently approved amendment or modification thereof, which shall have a minimum of nine hundred (900) square feet of living space for the first and second floors combined and further that the design and location of the building, fence, wall or other structure comply with the plan of the other structures in the area.

**SIXTH:** No building or part thereof or porch, except entrance steps or platforms shall be erected or permitted within thirty (30) feet of the front street line. If roof overhang encroaches adjoining lot, easements are reserved over the adjoining lot for such purpose.

No building or part thereof shall be erected or permitted within ten (10) feet of the rear line of any lot.

If it is uncertain which are the front, side and rear lines of any lot, or the restricted area adjoining the same, the Owner shall in any case determine what are to be deemed such lines and restricted areas, and the decision of the Owner in respect thereto shall be final.

**SEVENTH:** Free spaces of not less than ten (10) feet wide shall be left on the lot or plot built upon on both sides of every building, excluding townhouse lots as shown and designated as such on the aforesaid subdivision plat, or any subsequent approved amendment or modification thereof, extending the full length of the lot or plot; which free spaces shall be independent of any free spaces pertaining to or required for any other lot. No part of any building shall encroach upon these free spaces. Townhouses above referred to shall have no sideline requirements. At the rear of each parcel there is hereby reserved an easement of not less than fifteen (15) feet in width for utilities and municipal services,

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together with all necessary access, ingress and egress for the installation, service, repair and maintenance of such utilities. A ten (10) foot easement is granted on the side and rear of townhouse lots for the movement of lawn mower equipment and maintenance and fire protection.

EIGHTH: No structures, tent, shack, trailer or other items shall be used as a dwelling either temporarily or permanently, or stored unless garaged.

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NINTH: No signs, billboards or advertising media shall be erected or maintained on the premises, with the exception of the builder-developers or its agents, nor shall any kennels or stables be maintained on said premises.

TENTH: All exterior surfaces requiring periodic painting, cleaning, washing or other maintenance, shall be given such attention regularly and thoroughly so as to maintain a neat and clean appearance at all times. Paint or other colors shall be the same as exist at the time of the original conveyance by the Owner to its original grantee. Any changes in paint or other colors shall be subject to prior written approval by the Owner.

ELEVENTH: No trucks or other commercial vehicles, except one-half ton pickup or panel trucks which must be kept garaged when on or about the premises, shall be permitted on the premises and shall include park areas as shown on the subdivision map hereinbefore referred to.

TWELFTH: No fence shall be maintained about the premises with the following exceptions: (1) A patio enclosure not to exceed five feet in height; (2) A properly maintained picket or wire fence or hedge not to exceed four feet in height may be constructed and maintained on the sides and rear of the premises; and (3) No boundary fences are allowed to be placed in the front yards of the units except a court yard entry fence or hedge enclosing not more than 200 square feet and being a maximum of three feet in height. All of the foregoing shall be maintained in a neat and orderly condition at all times.

THIRTEENTH: There may be maintained on the rear portion of the premises only one umbrella-type clothes and/or wash line. Said clothes and/or wash line may not be placed within fifteen (15) feet of the rear lot line, or within fifteen (15) feet of the side lot lines, with the exception of the townhouses located on lots as shown and designated as such on the aforesaid subdivision plat, or any subsequently approved amendment or modification thereof. All trash and garbage receptacles must be stored directly behind the rear of the house constructed on said premises, and at no time may said trash and garbage receptacles be stored either at the front or sides of said house as constructed.

FOURTEENTH: Minor violations of building setback, sidelines and free spaces of ten (10) feet or less may be waived by the Owner and such action on the part of the Owner shall be binding upon, and be considered the act of all grantees.

LIBER 2281 PG 821 FIFTEENTH: Violations of any of the restrictions or conditions or breach of any of the covenants and agreements herein contained shall give the Owner or any grantee or their successors the right of entry upon the property which or as to which such violations or breach exist, and to summarily abate and REMOVE, at the expense of the violator thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof; and the Owner or grantee shall not be liable, or thereby be deemed guilty for any trespass, for such entry, abatement and removal.

SIXTEENTH: Any and all of the rights of the Owner and the powers of the Owner contained herein may be assigned to any individual or corporation or association, now existing or hereinafter to be organized and which may assume the duties of the Owner hereunder pertaining to the particular rights and powers assigned, and upon such individual, corporation or association evidencing his or its consent in writing to accept such assignment have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by the Owner herein.

SEVENTEENTH: All the restrictions, conditions, covenants, charges and agreements contained herein shall run with the land and continue as such until January 1, 2003, and they shall, as they then are in force, be extended from that time for successive periods of twenty (20) years, unless by the assent evidenced by appropriate agreement entitled to record, the grantees of two-thirds an area of the property shown on the said subdivision map herein referred to, exclusive of streets and open spaces intended for the general use of the public, shall covenant to alter, modify or eliminate any and all of these restrictions.

EIGHTEENTH: The standards, easements, restrictions, rights and obligations may be amended, modified or rescinded at any time and from time to time by the Owner, which shall administer, regulate and enforce the various conditions, covenants and obligations herein. Any actions or proceedings herein shall be brought in the name of the said Owner and enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain such violation or to compel its removal or to recover damages.

NINETEENTH: The provisions herein contained shall bind and be to the benefit of and be enforceable at law and in equity by the

Owner or by the grantee of any property shown on said map, their legal representatives, heirs, successors and assigns, and failure by the Owner or any grantee to enforce any of the restrictions, conditions, covenants, charges and agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**TWENTIETH:** Invalidation of any one of these covenants, conditions, restrictions, charges and agreements by judgment or court order shall in nowise affect any of the other remaining provisions, which shall remain in full force and effect.

**TWENTY-FIRST:** To maintain the appearance of each townhouse building containing individual units that will require periodic staining or painting, the majority decision of the owners of the connected units shall control as to when said staining or painting is required.

IN WITNESS WHEREOF, the Declarant, The Michaels Group, Inc. has hereunto set its hand and seal this 11th day of April, 1985.

LIBER 2281 PG 825  
THE MICHAELS GROUP, INC.

By: [Signature]  
President

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF ALBANY )

On this 11th day of April, 1985, before me personally came JAMES W. MICHAELS, to me personally known, who, being by me duly sworn, did depose and say that he resides in Slingerlands, New York; that he is the President of THE MICHAELS GROUP, INC., the corporation described in and which executed the within instrument; that he knows the seal of said 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.

[Signature]  
Notary Public

DEBRA J. STEWART  
Notary Public, State of New York  
Qualified in Saratoga County  
No. 4749321

1987

SCHEDULE "A"

X 2281 PG 826  
ALL those certain lots, piece or parcels of land, situate, lying and being in the Town of Guilderland, County of Albany, and State of New York, being known and designated as Lots 81 McKown Road, 65 McKown Road a/k/a Lot 101 Sand Pine Lane, and Lots 103, 104, 105, 106, 107, 108, 109, 110, 111 and 112 Sand Pine Lane on a Map entitled "Woodscape Subdivision McKownville Development Corporation - Owner, Town of Guilderland and Albany County, N.Y.", dated April 20, 1981 made by The Environmental Design Partnership and filed in the Albany County Clerk's Office on August 20, 1982 as Map 5583 in Drawer 172.

Also, all those tracts, pieces or parcels of land shown as "Sand Pine Lane", "Woodscape Drive", "Ridgewood Circle", "Green Hill Court", "Top Ridge Drive", "Townwood Drive" and "Timberside Court" as the same are shown on the above referenced subdivision map.

Subject to easements, conditions and restrictions of record.

STATE OF NEW YORK )  
COUNTY OF ALBANY ) ss

Recorded In M.E.D.S.  
As shown on  
Examined

GUY D. PAQUIN  
ALBANY COUNTY CLERK