

to the east of the subject premises and the multi-family apartment complex known as Regency Park Apartments, located to the rear of the subject premises. The party of the first part, its successors or assigns, shall have the right of architectural review and may approve or reject the proposed construction relating to architectural signs only. However, such approval shall not be unreasonably withheld if the party of the first part, its successors or assigns neither approve nor reject said proposal of the party of the second part, its successors or assigns within thirty (30) days of the date of mailing of said written proposal, then this reservation shall be deemed waived as against that particular proposal only.

Reservation #2. Reserving therefrom a permanent easement, running with the land to enter upon the within conveyed premises for the following purposes:

(a) The use, maintenance and replacement of a certain sign of approximately fifty (50) square feet in sign area, set in a masonry base, and located at the most northerly corner of the within conveyed premises.

(b) The right to placing and replacing future sign(s) in replacement of the aforesaid sign but not to exceed in size the total sign area allowed by the Town of Guilderland, at any particular time in the future.

(c) The use, maintenance and replacement of all existing shrubbery and landscaping relating to said existing sign, and the right to place and replace shrubbery in the future in an area not to exceed twenty (20) feet from the sign in each direction and a strip fifteen (15) feet in width, located to the east of and for the entire length of Devonshire Drive.

This conveyance is made subject to all restrictions, easements, rights of way, covenants and conditions of record, if any, affecting said premises.

State of New York }
County of Albany } ss: Recorded
On the 1... day of AUG. 1973
..... 3:53 P.M. in
book..... 2068..... of
..... D.E.R.....
page... 517... and numbered

John H. Bartlett
ALBANY COUNTY CLERK

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

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And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That the party of the first part will forever warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Presence of

Ralph Mancini

In Witness Whereof, the

party of the first part has caused ~~these presents~~ these presents to be signed by its duly authorized officer this 27th day of July Nineteen Hundred and Seventy-three.

REGENCY PARK ASSOCIATES

By *Gerald Goldie*
Gerald Goldie, Managing Partner

State of New York

County of

before me personally came

On this _____ day of
Nineteen Hundred and _____

to me personally known, who, being by me duly sworn, did depose and say that he resides in _____ that he is the _____ of 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 _____ name thereto by like order.

