

This Indenture,

Made the Twenty-fourth day of December Nineteen Hundred and Forty Six

Between WILLIAM W. PARLEY residing on Spring Road, Loudonville, Town of Colonie, County of Albany, State of New York.

part 7 of the first part, and

MARY ELLEN PARLEY HERNDON residing on Spring Road, Loudonville, Town of Colonie, County of Albany, State of New York.

part 7 of the second part,

Witnesseth that the part 7 of the first part, in consideration of

One and 00/100 - - - - - Dollar

(\$ 1.00 - - -) lawful money of the United States, and other good and

valuable considerations paid by the part 7 of the second part,

do hereby grant and release unto the party of the second part,

her heirs and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the Town of Guilderland, County of Albany, State of New York on the west side of Elmwood Street and being Lot No. 1 on Map of Elmwood Street Extension filed in the Albany County Clerk's Office on September 3rd, 1940 in Drawer 101, Map No. 1168.

SUBJECT to easements to the New York Power & Light Corp and the New York Telephone Company as filed in the Albany County Clerk's Office. SUBJECT to the following restrictions:

1. No building shall be erected or maintained on any building plot except one detached single family dwelling and it shall be used exclusively for residential purposes and except that a one or two car garage, inbuilt, attached or separate, may be erected on said plot but it shall not be maintained for any commercial purpose.
2. No lot or plot shall be re-subdivided into building lots having less than 7200 square feet or a width of less than 55 feet each.
3. No building shall be located on any residential lot nearer than 35 feet to the front lot line. Said 35 feet restriction shall not apply to any porch, stoop, vestibule, chimney, bay window or other small projection extending toward the front lot line not to exceed 5 feet beyond the main body of the house. No building except a garage or other outbuilding located 100 feet or more from the front lot line shall be located nearer than 5 feet from any side lot line.
4. No noxious or offensive trade or business shall be carried on upon said premises nor shall any nuisance be caused or created thereon.
5. No race or nationality other than Caucasian shall use or occupy any dwelling on the premises; except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by the owner or tenant.
- 6.

6. No trailer, basement, tent, shack, garage, barn or other out-building shall at any time be used as a residence, either temporary or permanent, nor shall any structure of a temporary character be used as a residence.
7. No fence, except a hedge or an open board or wire fence not exceeding 4 feet in height shall be erected or maintained on any lot in the tract nor shall any structure of any kind be maintained on any lot in the tract for advertisement or bill posting purposes, except that a "for rent" or "for sale" sign may be placed on any of the lots.
8. The covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1960, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by a vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part.
9. If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
10. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
11. No building shall be erected or placed or altered on any building lot in this subdivision until the external design and location thereof has been approved in writing by the present owner, his assigns, or heirs, provided, however, that if such owner, assigns, or heirs, fail to approve or disapprove such design and location within 30 days after such plans have been submitted to him, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required.

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, her heirs and assigns forever.

And said William W. Farley

covenant as follows:

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

Second. That said William W. Farley

will forever **Warrant** the title to said premises.

Third. That 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 Witness Whereof, the party of the first part has

hereunto set his hand and seal the day and year first above written.

In Presence of

William W. Farley

1898

1898

1898

1898

State of New York

County of Albany

City of Albany

On this Twenty-fourth day of December Nineteen Hundred and
Forty-six before me, the subscriber, personally appeared

WILLIAM W. FARLEY

to me personally known and known to me to be the same person described
in and who executed the within Instrument, and he
acknowledged to me that he executed the sameRuth H. GlickmanNotary Public, Albany CountyRUTH H. GLICKMAN
Notary Public in New York State
Resides in Columbia County, N.Y. 12
Certificated in Albany County, No. 427
Expiry January 15th,
Schroton County, N.Y.
My Commission expires March 30, 1947**Red**
WARRANTY WITH LIFE GUARANTEE

WILLIAM W. FARLEY

TO

MARY ELLEN FARLEY HESMON

1089 X

Dated, December 24, 1946

STATE OF NEW YORK

County of Albany ss.RECORDED ON THE 24
th day of Dec A.D. 1946
at 11.00 AM o'clock P.M.
in LIBER 1048 of DEEDS
at Page 23 and returned

CLEAR