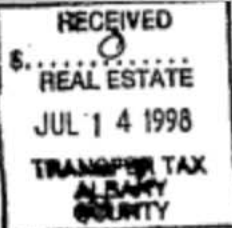


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**THIS INDENTURE,**

*Made the 1st day of July, Nineteen
Hundred and Ninety-Eight*

Between

MARIE P. COLUCCIO, residing at 17 Fay Street, Albany, New York 12203, as Executrix of the ESTATE OF LUCIETTE G. FIRLIK, deceased, by virtue of the Last Will and Testament of Luciette G. Firlik, late of the Town of Guilderland and County of Albany, deceased,

party of the first part,

and

MARIE P. COLUCCIO, residing at 17 Fay Street, Albany, New York 12203,

party of the second part:

WITNESSETH, That the party of the first part, by virtue of the power and authority to her given in and by the said Last Will and Testament, and in consideration of One and 00/100 (\$1.00) Dollar lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, her heirs and assigns forever,

All that tract of land in the Town of Guilderland, County of Albany, State of New York, bounded and described with reference to a map entitled "Map of Elmwood Street Extension and Property of Hudson Valley Credit Corp. in the Town of Guilderland, Albany County, New York", made by Leslie C. Sherman dated April 22, 1937 and filed in Albany County Clerk's Office March 3, 1939 in Drawer 104 as Map No. 821, as follows: Beginning at a point in the easterly line of Elmwood Street distant twelve and forty-one hundredths (12.41) feet on a course North thirty-six degrees fifty minutes east from the intersection of said line with the division line between lands now or formerly of Benjamin F. Witbeck, known as "Country Club Highlands" and a strip of land twelve (12) feet wide excepted in a conveyance from Peter LaGrange and wife to Shuble Kelly dated July 6, 1878 and recorded July 15, 1878 in said Clerk's Office in Book 310 of Deeds, page 265, and running thence North thirty-six degrees fifty minutes East and along said easterly line of Elmwood Street three and thirty-five hundredths (3.35) feet to a point; thence continuing northeasterly, curving to the left on a radius of five hundred eighty-seven and seventy-four hundredths (587.74) feet and along the easterly line of said Street a distance of about one hundred sixteen and sixty-five hundredths (116.65) feet to the southwesterly corner of a lot of land conveyed by Charles H. Hodges and wife to Louise Brown Farley by deed dated and recorded April 17, 1939 in Book 891 of Deeds, page 389, thence South sixty-six degrees forty-five minutes East and along the southerly line of premises so conveyed to said Louise Brown Farley one hundred twenty-seven (127) feet to the southeasterly corner of said premises so conveyed to said Louise Brown Farley, thence South fifty-one degrees thirty-two minutes West one hundred seventy-two and seventy-one hundredths (172.71) feet to a point twelve (12) feet northeasterly at right angles from said division line between said lands now or

formerly of Benjamin F. Witbeck and said strip of land above referred to, and then North thirty-eight degrees twenty-eight minutes West parallel with said division line and twelve (12) feet distant northeasterly therefrom seventy and three hundredths (70.03) feet to the place of beginning.

Being all of Lot No. 2 shown on said map, except that portion thereof conveyed by Hodges to Louise Brown Farley by deed above mentioned, recorded in Book 891 of Deeds, page 389. Being part of the same premises conveyed to William W. Farley by Charles H. Hodges and Lora M. Hodges, his wife, by deed dated July 11, 1940 and filed in the Albany County Clerk's Office on September 19, 1940 in Book 917 of Deeds, page 266.

Subject to an easement to the New York Power & Light Corp. filed June 13, 1939, Drawer 105, Map No. 866 in Albany County Clerk's Office. Subject to an easement to William W. Farley five feet along the easterly line and five feet along the westerly line for the maintenance of water and sewer.

Subject to the following restrictions:

1. No building shall be erected or maintained on any building plot except one detached single family dwelling which shall be used exclusively for residential purposes, 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 to exceed five 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 be carried on upon said premises nor shall any nuisance be caused or created thereon.
5. (This restriction is stricken due to illegal restriction as to race or nationality.)
6. No trailer, basement, tent, shack, garage, barn or other outbuilding 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 Sale" or "For Rent" sign may be placed on any of the lots.
8. These covenants and restrictions are to run with the land and shall be binding on all the parties hereto 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 situate 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 judgment 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 have been approved in writing by William W. Farley, his heirs or assigns, provided however, that if said William W. Farley, his heirs or assigns, fail to approve or disapprove such design and location within 30 days after such plans have been submitted 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.

This conveyance is made subject to all enforceable conditions, covenants, easements and restrictions of record.

Being the same premises conveyed to John F. Firlik and Luciette G. Firlik, his wife, by Deed dated February 24, 1941 from George H. Crowe Farley, and recorded in the Albany County Clerk's Office on February 24, 1941 in Book 917 at Page 435. Said John F. Firlik died a resident of the City and County of Albany and State of New York on April 13, 1973 leaving surviving his wife, Luciette G. Firlik. Said Luciette G. Firlik died a resident of the City and County of Albany and State of New York on April 20, 1998. The Last Will and Testament of said Luciette G. Firlik dated February 2, 1995 was admitted to probate in the Surrogate's Court of Albany County on May 5, 1998 and Letters Testamentary were granted to Marie P. Coluccio on May 6, 1998. Pursuant to said duly probated Will, these same premises were devised to Marie P. Coluccio and this Deed is to confirm and ratify said devise.

Together with the appurtenances, and also all the estate which the said Testatrix had at the time of her decease, in said premises, And also the estate therein, which the party of the first part has or had power to convey or dispose of, whether individually, or by virtue of said Will or otherwise.

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

SUBJECT to the Trust Fund provisions of SECTION THIRTEEN of the LIEN LAW.

And the party of the first part covenants that she has not done or suffered anything whereby the said premises have been incumbered in any way whatever:

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.


 Marie P. Coluccio, as Executrix under the Last Will
 and Testament of Luciette G. Firlik, Deceased.

STATE OF NEW YORK
COUNTY OF ALBANY

} ss.:

On this 1st day of July, Nineteen Hundred
and Ninety-Eight

before me, the subscriber, personally appeared Marie P. Coluccio, the Executrix of the Last Will and Testament of Luciette G. Firlik, to me personally known and known to me to be the same person described in and who executed the within Instrument, and she acknowledged to me that she executed the same as such Executrix as aforesaid for the purposes therein mentioned.

Susan Carroll Picotte
Notary Public, State of New York

SUSAN CARROLL PICOTTE
Notary Public, State of New York
No. 4707136
Qualified in Albany County
Commission Expires Sept 30, 1999

RECORD AND RETURN TO:

Cooper, Erving, Savage, Nolan & Heller, LLP
Attn: Susan C. Picotte, Esq.
39 North Pearl Street
Albany, New York 12207

19611_1.WPS

But

STATE OF NEW YORK)
COUNTY OF ALBANY)

Recorded in DEEDS
As Shown Hereon and
Examined
Thomas G. Clingan
THOMAS G. CLINGAN
ALBANY COUNTY CLERK