

WARRANTY DEED WITH LIEN COVENANT

FEB 25 9 03 AM '99

THIS INDENTURE,

Made the 15th day of February, Nineteen Hundred and Ninety-Nine

Between

MARIE P. COLUCCIO, residing at 17 Fay Street, Albany, New York 12203,
parties of the first part,

and

SAMUEL V. RICOTTA, residing at 9 Birchwood Drive, Fredonia, New York 14063
party of the second part,

WITNESSETH that the party of the first part, in consideration of One and 001/00 (\$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, his 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.

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REAL ESTATE

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 Marie P. Coluccio by Deed dated July 1, 1998 from Marie P. Coluccio as Executrix of the Estate of Luciette G. Firlik, and recorded in the Albany County Clerk's Office on July 14, 1998 in Book 2607 at Page 387. Said Deed was to confirm and ratify the devise of said premises by the Last Will and Testament of said Luciette G. Firlik admitted to probate in the Surrogate's Court of Albany County on May 5, 1998.

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, his heirs and assigns forever.

And said 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 WITNESS WHEREOF, the party of the first part have hereunto set her hand and seal the day and year first above written.

Marie P. Coluccio

Marie P. Coluccio

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

On this 10th day of February, Nineteen Hundred and Ninety-Nine

before me personally appeared Marie P. Coluccio, to me known and known by me to be the person described in and who executed the foregoing instrument and she acknowledged that she executed the same.

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

Tax Map No. _____
Tax Billing Address _____

RECORD AND RETURN TO:

~~Ianniello, Anderson & Reilly, P.C.
805 Route 146 Northway Nine Plaza
Clifton Park, New York 12065~~

Samuel V Ricotta.
25 Elmwood St.
Albany, NY 12203

200215_1.WPS

STATE OF NEW YORK)
COUNTY OF ALBANY)

Recorded in DEEDS
As Shown Hereon and
Examined

Thomas G. Clingan
THOMAS G. CLINGAN
ALBANY COUNTY CLERK