

thence South along the line of the lot of Pettinger and Wormer, (formerly owned by Daniel Wormer and wife), and runs to the centre of the Black Creek, thence through the same as the same winds and turns an Easterly course to the Southwest corner of the lot formerly owned by David P. Van Aucken and William Zeh thence a Northerly course along the line of said Van Aucken's lot to the Schoharie Road, thence a Westerly course along said Schoharie Road to the place of Beginning. Containing One acre of land be the same more or less, and being the same premises, conveyed to the party of the first part by Abram M. Hays and Mary M. Hays his wife by Warranty Deed dated March 27th 1911 and recorded in the Albany County Clerk's Office March 28th, 1911 in Book No. 603 of Deeds Page 1.

TOGETHER with the appurtenances; and all the estate and rights of the said party of the first part and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, her heirs and assigns forever.

AND the said Frederick P. Wormer, the party of the first part does covenant with the said party of the second part, as follows:

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

THAT the said Frederick P. Wormer the party of the first part will forever warrant the title to said premises.

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

IN PRESENCE OF

Frederick T. Wormer (L.S.)

STATE OF NEW YORK COUNTY OF ALBANY CITY OF ALBANY, SS: On this 15th day of October in the year One thousand nine hundred and fourteen before me, the subscriber personally appeared Frederick P. Wormer to me personally known to be the same person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

S.A. Hungerford
Notary Public Albany Co., N.Y.

rec. Feb. 26, 1941. 12:23. P.M.

Clerk

THIS INSTRUMENT, Made the 24th day of February, Nineteen Hundred and Forty-one.

BETWEEN George H. Crowe Farley, of Spring Road, Loudonville, Town of Colonia, County of Albany, State of New York, party of the first part, and John P. Pirlik and Luciette G. Pirlik, his wife, of 10 Delaware Terrace, City and County of Albany, State of New York, parties of the second part.

WITNESSETH, that the party 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 consideration paid by the parties of the second part, does hereby grant and release unto the parties of the second part, their 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 Shubie 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 Parley 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 Parley one hundred twenty-seven (127) feet to the southeasterly corner of said premises so conveyed to said Louise Brown Parley; 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 thence 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 Parley by deed above mentioned, recorded in Book 891 of Deeds, page 389. Being part of the same premises conveyed to William W. Parley by Charles H. Hodges and Lore 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.

Being the same premises conveyed to George H. Crowe Parley by William W. Parley by deed dated September 20th, 1940, filed in Albany County Clerk's Office on September 24, 1940 in Book 917 of Deeds, page 284.

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. Parley of 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, built, 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 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. 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 relief 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.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to the said premises.

TO HAVE AND TO HOLD, the above granted premises, unto the said parties of the second part, their heirs and assigns forever.

AND the said George H. Crowe Farley, party of the first part, does covenant with the said parties of the second part as follows:

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

Second. That the said George H. Crowe Parley party of the first part will forever WARRANT the title to said premises.

Third. That, in compliance with section 13 of the Lien law of the State of New York, the Grantor will receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of improvements, and that the Grantor will apply the same first to the payment of the cost of improvements before using any part of the total of the same for any other purpose.

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

In Presence of

George H. Crowe Parley, L.S.

C. V. Abramson

J. S. P. Stamps \$2.75 Cancelled.

STATE OF NEW YORK, COUNTY OF ALBANY, CITY OF ALBANY a.s. On this 24th day of February Nineteen Hundred and Forty one, before me, the subscriber, personally appeared George H. Crowe Parley to me personally known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.

Sylvester G. Hevers,
Notary Public, Saratoga Co.
Clerk in Albany Co.

Doc. Feb. 28, 1941, 4:08 P.M.

Clerk.

This Indenture, made the 24th day of February, in the year one thousand nine hundred and forty one (1941).

Between Peter Gerard and Mary Gerard, his wife of the Town of New Scotland, (Slinger land R.D.) County of Albany and state of New York, parties of the first part and the County of Albany, in the State of New York, party of the second part.

Witnesseth that the said parties of the first part, in consideration of the sum of ONE dollars (\$1.00) to them duly paid have sold and By these present do grant and convey unto the party of the second part, its successors and assigns:

All that tract or parcel of land situate in the Town of _____, County of Albany and State of New York, and is particularly described as follows: Vis:

All those pieces or parcels of land hereinafter designated as Parcels 20A, 20B, and 20C, situate in the Town of Guilderland, County of Albany, State of New York for the reconstruction of County Road No 203, as shown on a map heretofore and on the 24 day of February 1941, filed in the office of the Clerk of the County of Albany, and described as follows:

20 A . Beginning at a point on the southeasterly boundary of the existing County Road No 203, at the intersection of the said boundary with the division line between the lands of District School No 11, (reputed owner) on the northeast and the lands of