

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS
OF
CONCORD COURT ASSOCIATION, INC.

SPONSOR:

THE MICHAELS GROUP,
INC.
Latham, New York 12110
(518) 783-9641

DATE OF DECLARATION:

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TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	DEFINITIONS.....	3
Section 1.01	Definitions.....	3
ARTICLE II	PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO..	5
Section 2.01	The Property.....	5
Section 2.02	Additional Property.....	5
Section 2.03	Mergers.....	6
ARTICLE III	THE ASSOCIATION: STRUCTURE AND MEMBERSHIP.....	7
Section 3.01	Formation of the Association.....	7
Section 3.02	Membership.....	7
Section 3.03	Holder of Security Interest Not an Owner.....	7
Section 3.04	Sponsor's Written Consent Neces- sary for Certain Actions Taken by Board of Directors.....	7
ARTICLE IV	PROPERTY RIGHTS AND EASEMENTS....	9
Section 4.01	Dedication of Association Property	9
Section 4.02	Right and Easement of Enjoyment in Association Property.....	9
Section 4.03	Rights of Association.....	10
Section 4.04	Maintenance of Association Facilities.....	11
Section 4.05	Rights of Association with Respect to the Property.....	11
Section 4.06	Environmental Consideration.....	12
Section 4.07	Rights of Sponsor with Respect to Association Property.....	12

TABLE OF CONTENTS		<u>Page</u>
Section 4.08	Easements Reserved for Sponsor for Benefit of Additional Property.....	15
ARTICLE V	ASSESSMENTS - ALLOCATION, LIEN AND LIABILITY.....	15
Section 5.01	Creation of the Lien.....	15
Section 5.02	Basis of Assessments.....	15
Section 5.03	Purpose of Assessments.....	16
Section 5.04	Date of Commencement and Notice of Assessments.....	17
Section 5.05	Change in Basis of Assessments..	17
Section 5.06	Special Assessments for Capital Improvements.....	17
Section 5.07	Assessments: Personal Obligation of the Unit Owner and Lien on Unit.....	18
Section 5.08	Foreclosure of Lien for Assessments.....	18
Section 5.09	Notice of Default.....	19
Section 5.10	No Exemption or Waiver of Assessments.....	19
Section 5.11	Grantee to be Liable with Grantor for Unpaid Assesements.....	19
Section 5.12	Transfers Voidable Unless Assessments Paid.....	20
Section 5.13	Right to Maintain Surplus.....	20
Section 5.14	Assessment Certificates.....	20
ARTICLE VI	MAINTENANCE BY THE ASSOCIATION..	21
Section 6.01	Repairs and Maintenance by the Association.....	21
Section 6.02	Repairs and Maintenance Which are Not the Responsibility of the Association.....	21
Section 6.03	Quality and Frequency of Maintenance and Repairs.....	22
ARTICLE VII	DURATION, ENFORCEMENT AND AMENDMENT OF DECLARATION.....	23
Section 7.01	Declaration Runs With the Land...	23
Section 7.02	Enforceability.....	23
Section 7.03	No Waiver by Failure to Enforce..	24
Section 7.04	Obligation and Lien for Cost of Enforcement by Association.....	24
Section 7.05	Default Notices to be Sent to Mortgagees.....	24

TABLE OF CONTENTS		<u>Page</u>
Section 7.06	Amendment.....	24
Section 7.07	Conflict with Municipal Laws....	25
Section 7.08	Attorney's Fees.....	25
Section 7.09	Change of Conditions.....	25
Section 7.10	Member Responsible for Tenants..	26
ARTICLE VIII	GENERAL	27
Section 8.01	Headings and Captions.....	27
Section 8.02	Invalidity of Declaration.....	27
Section 8.03	Gender.....	27
Section 8.04	Right Reserved to Impose Addi- tional Protective Covenants...	27
Section 8.05	Notice.....	27
Section 8.06	Right of Association to Transfer Interest.....	27
Section 8.07	Right of Association to Transfer Functions.....	28
Section 8.08	Notices to Mortgagees.....	
Liens, Encumbrances and Other Title Exceptions.....		30
SCHEDULE A	DESCRIPTION OF PROPERTY	
SCHEDULE B	SITE PLAN	
SCHEDULE C	BY-LAWS	

DECLARATION OF PROTECTIVE COVENANTS,
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 CHARGES AND LIENS
 OF
 CONCORD COURT
 ASSOCIATION, INC.

THIS DECLARATION made this _____ day of _____, 1985, by THE MICHAELS GROUP, INC., a New York business corporation having an office at 6 Century Hill Drive, Latham, New York 12110, being referred to hereinafter as the "Sponsor."

WITNESSETH

WHEREAS, the Sponsor owns certain parcels of real property and has a contract to purchase certain other parcels of real property, all located in the Town of Halfmoon, Saratoga County, New York (said parcels being more fully described in Schedule "A" attached hereto and made a part hereof) which real property the Sponsor intends to develop into a Planned Development District known as "Knox Woods" (hereinafter sometimes referred to as the "District"); and

WHEREAS, Parcel A of the District (which the Sponsor currently owns) consists of approximately 2.235 acres of land upon which may be constructed a bathhouse, up to two (2) swimming pools, up to four (4) tennis courts, a parking area to accommodate up to twenty (20) cars, and landscaped areas which Parcel and the foregoing improvements are hereinafter collectively referred to as the "Concord Court Property" or the "Association Property" and which will be conveyed by the Sponsor to Concord Court Association, Inc.; and

WHEREAS, Parcel B of the District consists of approximately 44.5 acres of land upon which may be developed up to two-hundred twenty (220) townhouse units, one-hundred forty (140) of which will have garages, which area is sometimes hereinafter referred to as the "Homeowners' Association portion of Knox Woods"; and

WHEREAS, Parcel C of the District consists of approximately 5.394 acres of land upon which may be constructed thirty-two (32) condominium units, which area is hereinafter referred to as Yorktown Condominium; and

WHEREAS, Parcel D of the District consist of approximately 22.3 acres, which parcel is hereinafter collectively referred to as "Proposed Development" and

which may at sometime in the future be developed as residential condominium units, apartments, townhouses, duplexes, or any other lawful type of dwelling unit collectively not to exceed an additional two-hundred forty-eight (248) Units; and

WHEREAS, the Sponsor desires that the amenities of the lands described be available for use by the residents of the District; and

WHEREAS, the Sponsor also desires to provide for the preservation of the values and amenities in said District and, to this end desires to subject the property described in Schedule "A" hereto to the Covenants, Conditions, Restrictions, Easements, Charges and Liens (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth, each and all of which is and are for the benefit of said property and each Member of the corporation referred to below, and to provide for the future subjection of such other areas of Parcel A as may not be initially developed to such Covenants, Conditions and Restrictions; and

WHEREAS, the Sponsor has deemed it desirable, for the efficient preservation of the values and amenities in said District, to create an agency to which should be delegated and assigned the powers of (i) maintaining and administering the Association Property and facilities; (ii) administering and enforcing the Covenants, Conditions and Restrictions; and (iii) collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Sponsor has incorporated the CONCORD COURT ASSOCIATION, INC. under the Not-for-Profit Corporation Law of the State of New York for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Sponsor, for itself, its successors and assigns, declares that the real property described in Article II hereof is and shall be held, transferred, sold, conveyed and occupied, subject to the Covenants, Conditions, Restrictions, Easements, Charges and Liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following words, phrases or terms when used in this Declaration or in any Supplemental Declaration shall, unless the context otherwise prohibits, have the following meanings:

a. ASSOCIATION shall mean and refer to the CONCORD COURT ASSOCIATION, INC.

b. ASSOCIATION PROPERTY shall mean and refer to all land, improvements thereon and other properties, personal or mixed, heretofore or hereafter owned by the CONCORD COURT ASSOCIATION, INC.

c. DECLARATION shall mean and refer to this document of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of CONCORD COURT ASSOCIATION, INC., as it may from time to time be supplemented, extended or amended in the manner provided for herein.

d. DISTRICT shall mean and refer to the approximately 80 acre parcel of land located in the Town of Halfmoon, New York on which will be developed the planned development district known as "Knox Woods", as more fully shown on Schedule "B" hereof.

e. FIRST MORTGAGE shall mean and refer to the first mortgage granted by a bank, federal savings and loan association, life insurance company, pension fund, trust company, or other institutional lender, or an individual or the Sponsor.

f. LOT shall mean and refer to any portion of the District (with the exception of Association Property) and (i) identified as a separate parcel on the tax records of the Town of Halfmoon, New York or (ii) shown as a separate Lot upon any recorded or filed subdivision map in the Saratoga County Clerk's Office.

g. MEMBER shall mean and refer to each holder of membership interest in the Association, as such interests are set forth in Article III hereof.

h. OWNER shall mean and refer to the holder of record title, whether one or more persons or entities, of the fee interest in any Lot or Unit, whether or not such holder actually resides in such Unit, and shall in-

clude the Sponsor with respect to any unsold Unit.

i. PROJECTED UNIT shall mean and refer to any Unit contemplated for construction in the District.

j. PROPERTY shall mean and refer to all properties as are subject to this Declaration.

l. SITE PLAN shall mean and refer to the Site Plan attached hereto as Schedule B.

l. SPONSOR shall mean and refer to THE MICHAELS GROUP, INC. its successors and assigns.

m. TRANSFER OF CONTROL DATE shall mean and refer to the date on which (i) the Sponsor has transferred title to all Units in the District, or (ii) five (5) years after the Sponsor has recorded this Declaration, whichever first occurs.

n. UNIT shall mean and refer to each completed dwelling Unit, if any, situated in the District, (as evidenced by a Certificate of Occupancy issued by the Town of Halfmoon) including the garage of those Units having one, whether such Unit is Owner-occupied or leased to a tenant by the Unit Owner which is subject to a condominium declaration, a declaration of protective covenants, conditions, charges and liens or any similar document which provides that the owners of the dwelling units which are subject to either type of declaration or similar document are Members of the Association. Unless the context clearly indicates otherwise, the term "UNIT" shall be deemed to include the term "LOT".

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

Section 2.01. The Property. The real property which shall initially be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Halfmoon, County of Saratoga and State of New York, is more particularly described in Schedule A hereto as Parcel "A", all of which property shall be hereafter referred to as the "Property".

Section 2.02. Additional Property.

- (a) Subject to Subparagraph (b) of this Section, upon approval in writing of the Association pursuant to a vote of its members as provided in its By-Laws, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may do so. Any such supplemental Declaration filed or recorded shall indicate the number of Projected Units contemplated for construction on the property added to the scheme of this Declaration by the supplemental instrument.
- (b) Notwithstanding the above, the Sponsor may extend this Declaration to all or any portion of the land described in Schedule A hereto except as such other land or portions thereof may be subject to another declaration or condominium regime without obtaining the approval of the members of the Association, by the recording in the Saratoga County Clerk's Office of a supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens with respect to the additional property and by filing a copy of the supplemental Declaration with the New York State Department of Law.
- (c) Such supplemental Declaration shall extend the scope of the Covenants, Conditions and Restrictions of this Declaration to such additional lands and the owners of such lands to assessments for their fair share of the expenses of the Association. The supplemental Declaration may contain such complimentary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the added property as are not inconsistent with the

scheme of this Declaration. In no event, however, shall such supplemental Declaration, revoke, modify or add to the Covenants, Conditions and Restrictions establishing this Declaration within the Property.

- (d) The District shall contain no more than five hundred (500) Units.
- (e) Until the Transfer of Control Date, the provisions of this Section 2.02 may not be amended without the prior written consent of the Sponsor.

Section 2.03. Mergers. Upon a merger or consolidation of the Association with another association as provided in the Association's Certificate of Incorporation or By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants, Conditions and Restrictions established by this Declaration within the Property, together with the Covenants, Conditions and Restrictions established upon any other properties. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants, Conditions and Restrictions established by this Declaration within the Property, except as hereinafter provided.

ARTICLE III

THE ASSOCIATION: STRUCTURE AND MEMBERSHIP

Section 3.01 Formation of the Association. Pursuant to the Not-for-Profit Corporation Law of the State of New York, the Sponsor has formed the Association to own, operate and maintain the Association Property, enforce the Covenants, Conditions and Restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration, the Certificate of Incorporation and By-Laws of the Association, as the same may be amended from time to time. Subject to the additional limitations provided in this Declaration, the By-Laws and the Certificate of Incorporation, the Association shall have all the powers and be subject to the limitations of a not-for-profit corporation as contained in the New York State Not-for-Profit Corporation Law, as the same may be amended from time to time.

Section 3.02 Membership. The Association shall have as Members only Owners of Units and/or Projected Units of the District. All Owners shall, upon becoming such, be deemed automatically to have become Members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of the interest described in the definition of the word "Owner" as found in Article I of this Declaration.

Section 3.03 Holder of Security Interest Not a Member. Any person or entity which holds an interest in a Unit merely as security for the performance of an obligation shall not be a Member and shall have no voting rights.

Section 3.04 Sponsor's Written Consent Necessary for Certain Actions Taken by Board of Directors.

(a) Notwithstanding anything to the contrary contained in this Declaration, until the Transfer of Control Date, the Board of Directors may not, without the Sponsor's prior written consent, which consent will not unreasonably be withheld: (i) except for necessary repairs, alterations, additions or improvements required by law or by any government agency or Board of Fire Underwriters, make any repair, addition, alteration or improvement to Association Property; (ii) assess any

amount for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the Association bears to the total amount of such initial budget of estimated expenses; (iii) hire any employee in addition to the employees, if any, provided for in the initial budget of the Association; (iv) enter into any service or maintenance contract for work not provided for in the initial budget, except for the maintenance of an improvement not in existence or owned by the Association at the time of filing of this Declaration; (v) borrow money on behalf of the Association; or (vi) reduce the quantity or quality of services or maintenance of the Property.

(b) This Section shall not be amended without the prior written consent of the Sponsor until the Transfer of Control Date.

ARTICLE IV

PROPERTY RIGHTS AND EASEMENTS

Section 4.01 Dedication of Association Property.

(a) The Sponsor will convey to the Association subsequent to the recordation of this Declaration and at or prior to the conveyance of the first Unit, the Property, for the use and enjoyment of the Members, their guests, tenants, lessees, licensees and invitees.

(b) The Association must accept any such conveyance made by the Sponsor provided such conveyance is made without consideration. The conveyance of such lands to the Association shall state that such land has been designated as Association Property for the purpose of this Section 4.01. No portion of the Property shall be subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated and the above described conveyance recorded in accordance with the procedure provided herein.

Section 4.02 Right and Easement of Enjoyment in Association Property.

(a) Every Member (and such Member's guests, licensees, tenants and invitees) shall have a right and easement of enjoyment in and to all Association Property. Such easements shall be appurtenant to and shall pass with the interests of a Member. All such rights, easements and privileges, shall be subject, however, to the rights of the Association as set forth in Section 4.03 herein and the rights of the Sponsor as set forth in Sections 4.07 and 4.08 herein.

(b) Every Member (and such Member's guests, licensees, tenants and invitees) shall also have an easement for ingress and egress by vehicle or on foot over and to all Association Property. This easement will be subject to the rights of the Association as set forth in Section 4.03 of this Declaration; provided, however, that a conveyance or encumbrance referred to in Section 4.03(c) hereof shall be subject to said easement of each Member for ingress and egress.

(c) The Association Property shall be subject to an easement for encroachments created by construction, settling and overhang, of the Units, garages or other improvements as designed or constructed. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist.

Section 4.03 Rights of Association. With respect to the Association Property, and in accordance with the Certificate of Incorporation and Section 5.12 of the By-Laws of the Association, the Board of Directors of the Association shall have the right:

- (a) To grant easements or rights of way to any public utility corporation, governmental agency or political subdivision or cable television company or franchisee with or without consideration.
- (b) To dedicate or transfer all or any part of the land which it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee, subject to the following:
 - (i) such a conveyance shall require the consent of two-thirds (2/3) of all Members other than the Sponsor;
 - (ii) any conveyance by the Association prior to the transfer of title to all existing or Projected Units by the Sponsor, shall also require the prior written approval of the Sponsor unless the Sponsor waives such right in a written agreement recorded in the Saratoga County Clerk's Office; and
 - (iii) no such conveyance shall be made if first mortgagees of one-third (1/3) or more of the Units within the District advise the Association in writing, prior to the date set for voting on the proposed conveyance that they are opposed to such conveyance, which opposition must not be unreasonable. Written notice of any proposed conveyance shall be sent to all first mortgagees not less than thirty (30) days nor more than ninety (90) days prior to the date set for voting on the proposed conveyance.
- (c) To enter into agreements, reciprocal or otherwise, with other homeowners' associations, condominiums and cooperatives for the use of, or sharing of, Association Property. Such agreements shall require the consent of two-thirds (2/3) of all Members other than the Sponsor.

- (d) To borrow funds from any recognized lending institution, and in conjunction therewith, mortgage its properties. No such mortgage, however, shall encumber or otherwise interfere with the easement of ingress and egress of the Members as described in this Article. The amount, terms, rate or rates of all borrowing and provisions of all agreements with note holders shall be subject to the approval of at least two-thirds (2/3) of all Members (other than the Sponsor).
- (e) To contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management agreements with trusts, condominiums, cooperatives and other homeowners' associations both within and without the District. Such agreements shall require the consent of two-thirds (2/3) of the entire Board of Directors of the Association.
- (f) To charge reasonable fees for the use of Association Property by non Members.

Until the Transfer of Control Date, the Board of Directors may not exercise such rights as those set forth in Subparagraphs (a), (b), (c), (d), (e) and (f) of this Section 4.03 without the prior written consent of the Sponsor.

Section 4.04 Maintenance of Association Facilities. In order to preserve and enhance the property values and amenities of the Property, the Association shall at all times maintain the Association Property and facilities in good repair and condition and shall operate such Association Property and facilities in accordance with high standards.

Section 4.05 Rights of Association with Respect to the Property. With respect to all real property described in Schedule A to this Declaration and all of the other real property in the District, if any, the Association and its Members shall have an easement and right of way:

- (a) For ingress and egress by vehicles or on foot in, through, over, under and across the road-

ways, driveways and walkways, now existing and/or which may be constructed in the future, for the Members of the Association and their guests, employees, licensees and invitees (except those areas which are restricted in use to a particular Owner or person).

- (b) To connect with and make use of utility lines, wires, pipes and conduits (including but not necessarily limited to storm and sanitary sewers, drainage, water, electric, telephone, and cable television) and to maintain, repair and replace same, subject to any approvals required by any governmental or municipal agency or department.
- (c) For the construction, maintenance and repair and replacement of such other utility lines (including but not limited to the storm and sanitary sewers, drainage, water, electric, telephone, and cable television) which the Association deems necessary to service its Property, provided such lines do not substantially and materially interfere (temporary inconvenience shall not be prohibited) with the rights of the residents of the District, subject to any approvals required by any governmental or municipal agency or department. The cost of any such construction, repair, maintenance or replacement as provided for in this Section shall be at the sole cost and expense of the Association.

Section 4.06 Environmental Consideration. In carrying out its responsibilities in enforcing the provisions of this Declaration, the Association shall consider the environmental impact of any existing or proposed activities on the Property or any portion thereof and may, in its discretion, establish standards or guidelines aimed at reducing or eliminating any activities which could have adverse environmental impact or take affirmative action to improve the quality of the environment.

Section 4.07 Rights of Sponsor With Respect to Association Property.

(a) With respect to Association Property, the Sponsor shall have the right, until the marketing and sale of all existing or Projected Units is completed, provided the rights of the Members are not substantially and materially (except for temporary inconvenience) restricted:

- (i) to grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes and conduits, including, but not necessarily limited to: sewer, drainage, water, electric, telephone, and cable television to serve any property set forth on Schedule A attached hereto even if such other property should not be added to the scope of this Declaration;
- (ii) to connect with and make use of utility lines, wires, pipes and conduits located on the Association Property for the benefit of any Property set forth on Schedule A attached hereto even if such property should not be added to the scope of this Declaration;
- (iii) to use the Association Property for ingress and egress and for the storage of building materials;
- (iv) to have prospective Purchasers and others visit and use certain portions of Association Property, including, but not limited to, the parking spaces;
- (v) to maintain a construction office on the Association Property; and
- (vi) to grant to itself and others such easements and rights of way as may be reasonably necessary to complete the construction and installation of the Association Property, when, as and if needed.
- (vii) to grant to itself or to others such easements and rights of way as may be reasonably needed for the orderly development of the other land described in Schedule A attached hereto even if such other land should not be added to the scope of this Declaration.

(b) The easements, rights-of-way and other rights reserved herein shall be permanent, shall run with the land and shall be binding upon and for the benefit of the Association, the Sponsor and their successors and assigns. With respect to its exercise of the above rights, the Sponsor agrees (i) to repair any damages resulting from construction within a reasonable time after the completion of development or when such rights are no longer needed by the Sponsor, whichever first occurs, and (ii) until development has been completed to hold the Association harmless from all liabilities which are a direct result of the Sponsor's negligent exercise of its rights hereunder. Until the Transfer of Control Date, this Section shall not be amended without the prior written consent of the Sponsor.

Section 4.08 Easements Reserved to Sponsor for Benefit of Additional Property.

(a) Easements are reserved herein over all Property covered by this Declaration for the benefit of the other lands described in Schedule A of this Declaration and such other development as shown on the Site Plan (including but not limited to the developments known as Yorktown Condominium and Knox Woods Homeowners' Association, Inc.) for the following purposes:

- (1) Ingress and egress by vehicle or on foot over roadways, driveways and walkways now existing or hereafter constructed on the Association Property;
- (2) To connect with and make use of utility lines, wires, pipes and conduits (including but not necessarily limited to storm and sanitary sewers, drainage, water, electric, telephone, and cable television) and to maintain, repair and replace same, subject to any approvals required by any governmental or municipal agency or department; and
- (3) For the construction, maintenance and repair and replacement of such other utility lines (including but not limited to the storm and sanitary sewers, drainage, water, electric, telephone, and cable television) which the owners of the land reasonably deem necessary to service their property, provided such lines do not substantially and materially interfere (temporary inconvenience shall not be prohibited) with the rights of the residents of the District, subject to any approvals required by any governmental or municipal agency or department. The cost of any such construction, repair, maintenance or replacement as provided for in this Section shall be at the sole cost and expense of the owners of the other land.

(b) Upon connection of lines and/or facilities servicing such land area comprising any Additional Property, should such lands not be added to the scope of this Declaration, such lands shall be responsible for the payment to the Association of a fair share of the cost of operation, maintenance, repair and replacement of those lines and facilities servicing such lands, if any.

ARTICLE V

ASSESSMENTS - ALLOCATION, LIEN AND LIABILITY

Section 5.01 Creation of the Lien. The Sponsor, for each Unit owned by it within the District and which is within the scope of a Declaration of Covenants, Conditions and Restrictions relating to a Homeowners' Association or a Condominium regime, hereby covenants, and each Owner of any Unit by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be expressed in any such deed or other instrument, shall be deemed to covenant and agree to pay to the Association:

- (a) annual assessments of charges for the maintenance and operation of the Association Property, including but not limited to, utility lines servicing the Association Property, the tennis courts, if any, the swimming pools, if any, the bathhouse, if any, parking area and landscaped areas owned by the Association ("Maintenance Assessments"); and
- (b) special assessments for capital improvements ("Special Assessments").

The Maintenance Assessments and the Special Assessments together being referred to herein as the "Assessments".

The Assessments shall be fixed, established and collected from time to time as hereinafter provided.

Section 5.02 Basis for Assessment. The Association's Board of Directors shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Association and shall send a copy of the budget and any supplement to the budget to each Member at least thirty (30) days prior to assessing the Members thereon. The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to, and paid by the Members as follows:

Each Member shall pay a portion of said requirements, the numerator of which shall be one (1) and the denominator of which shall be equal to the number of Units in the District which are within the scope of a Declaration of Covenants, Conditions and Restrictions relating to a Homeowners' Association or a Condominium regime. However, the Sponsor's obligation for such Assessments on unsold Units subject to this Declaration shall be limited to the difference between the actual operating costs of the Association, including reserves on the Association Property and on Units to which title has been conveyed, and the Assessments levied on Owners who have closed title to their Units. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on unsold Units. The sum due the Association from each individual Unit Owner shall constitute an Assessment of the Board of Directors, and unpaid Assessments shall constitute liens on the individual Units, subject to foreclosure as hereinafter provided.

Section 5.03 Purpose of Assessment. The purpose of the Maintenance Assessments shall be to fund the maintenance, repair, replacement and improvement of the Association Property and the promotion of the recreation, safety and welfare of the Members, including but not limited to:

- (a) the payment of taxes on the Association, if any;
- (b) any utility services to the Property which are commonly metered or billed;
- (c) all casualty, liability and other insurance covering the Association Property, the Units and the Association's Officers, Directors, Members and employees obtained pursuant to Article IX of the By-Laws;
- (d) the bathhouse, swimming pools, tennis courts, landscaped areas, parking area and any other facilities that may be added to the Association Property;
- (e) the cost of labor, equipment, materials, management and supervision thereof;
- (f) accounting and record keeping of all Association financial transactions; and

- (g) such other needs as may arise and which the Board of Directors deems appropriate or desirable to meet.

Section 5.04 Date of Commencement and Notice of Assessments. The Assessments provided for herein shall commence on the day the first Unit in the District is conveyed by the Sponsor to the initial purchaser. The first Assessments shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Directors and such Assessments shall thereafter be on a full year basis.

Section 5.05 Change in the Basis of Assessments.

(a) The Association may change the basis of determining the Maintenance Assessment by obtaining the vote of not less than two-thirds (2/3rds) of all Members, excluding the Sponsor, voting in person or by proxy except that: (i) until the Transfer of Control Date, any change in the basis of Assessments which adversely affects the interest or right of the Sponsor with respect to unsold dwelling Units shall require the prior written consent of the Sponsor, which consent shall not be unreasonably withheld, and (ii) no such change shall be made if first mortgagees of one-third (1/3) or more of the Units advise the Association in writing, prior to the date or initial date set for voting on the proposed change, that they are opposed to such change, which opposition must not be unreasonable. Written notice of such change shall be sent to all Members and first mortgagees of Units whose names appear on the records of the Association at least thirty (30) days in advance of the date or initial date set for voting thereon. A written certification of any such change shall be executed by the Board of Directors and recorded in the Office of the Clerk of the County of Saratoga, New York.

(b) Any change in the basis of Assessments shall be equitable and nondiscriminatory.

Section 5.06 Special Assessments for Capital Improvements. In addition to the annual Maintenance Assessment, the Association may levy a Special Assessment, payable in the year levied and/or the following year only, for the purpose of defraying, in whole or in part, the cost of any capital improvements, including without limitation, the construction, reconstruction,

replacement, or repair of a capital nature to the Association Property, including the necessary fixtures and personal property related thereto; provided that for any Special Assessment for the construction (rather than reconstruction or replacement) of any capital improvement, and for any Special Assessment amounting to more than twenty-five percent (25%) of the then current amount of annual Maintenance Assessments, the consent of two-thirds (2/3rds) of the Members who are present in person or represented by proxy at a meeting duly called for this purpose is obtained. Written notice of such vote shall be sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting. The Association shall establish one or more due dates for each payment or partial payment of each Special Assessment and shall notify each Member thereof in writing at least thirty (30) days prior to the first such due date.

Section 5.07 Assessments: Personal Obligation of the Member and Lien on Unit. The Assessments shall be paid when due. All sums assessed by the Board of Directors but unpaid, together with any accelerated installments, late charges (not exceeding ten percent of the amount of the overdue Assessment or portion thereof) and fees for violations of such Rules and Regulations as may be established by the Association By-Laws and interest thereon at such rate as may be fixed by the Board of Directors, from time to time (such rate not to exceed the maximum rate of interest then permitted by law), shall be the personal obligation of a Member and shall constitute a lien upon the Member's Unit prior to all other liens except: (i) tax or assessment liens on the Unit by the taxing subdivision of any governmental authority, including but not limited to state, county, city, town and school district taxing agencies; and (ii) all sums unpaid on any First Mortgage of record encumbering any Unit. Assessments shall be levied on an annual basis and shall be due and payable on a monthly basis unless the Board of Directors establishes other periods for payment, except that, if an installment of Assessments is not paid within thirty (30) days from date due, the Board of Directors may accelerate the remaining installments, if any, upon notice thereof to the delinquent Member. The Board of Directors may offer a discount on an Assessment if paid in full in advance. All costs and expenses incurred in collection of past due assessments, including reasonable attorneys' fees, shall also be the personal obligation of the Member, but shall not be a lien against the Unit.

Section 5.08 Foreclosure of Lien for Assessments. The lien for past due Assessments may be foreclosed by the Association in accordance with the laws of the State

of New York, in like manner as a mortgage on real property and the Association shall also have the right to recover all costs incurred by it in pursuing such right including reasonable attorneys' fees (but such right shall not give rise to a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Assessments, the unpaid balance shall be charged equally to all Members. However, where the holder of a First Mortgage of record, or other Purchaser of a Unit at a foreclosure sale of a First Mortgage, obtains title to the Unit as a result of foreclosure, or the First Mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his successor or assigns, shall not be liable for and the Unit shall not be subject to, a lien for the payment of Assessments chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Assessments shall be charged equally to all other Unit Owners.

Section 5.09 Notice of Default. The Board of Directors, when giving notice to a Member of a default in paying Assessments, may, at its option, or shall, at the request of a mortgagee, send a copy of such notice to each holder of a mortgage covering such Unit whose name and address appears on the Board's records. The mortgagee shall have the right to cure the Member's default with respect to the payment of said Assessments.

Section 5.10 No Exemption or Waiver of Assessments. Every Member shall pay the Assessments assessed against him when due and no Member may exempt himself from liability for the payment of Assessments so assessed against him by waiver of the use or enjoyment of any of the Association Property or by the abandonment of his Unit. However, no Member shall be liable for the payment of any Assessments accruing subsequent to a sale, transfer or other conveyance by him of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

Section 5.11 Grantee to be Liable with Grantor for Unpaid Assessments. In any conveyance of a Unit either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the Grantee of the Unit shall be jointly and severally liable with the Grantor for any unpaid Assessments against the latter, assessed and due up to the time of the grant or conveyance without prejudice to the

Grantee's right to receive from the Grantor the amounts paid by the Grantee therefor. "Grantee" as used herein shall not include either the holder of a First Mortgage of record or a Purchaser of a Unit at a foreclosure sale of a First Mortgage.

Section 5.12 Transfers Voidable Unless Assessments Paid. The Board of Directors shall have the right to void any conveyance, lease or mortgage of a Unit made when any Assessments for such Unit are due and payable, but unpaid.

Section 5.13 Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected by it in such year by way of Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors, in its absolute discretion, may determine to be desirable for the greater financial security and the more efficient effectuation of the purposes of the Association.

Section 5.14 Assessment Certificates. Upon written demand of a Member or lessee with respect to a Unit which he owns or leases, (or any prospective Purchaser, lessee, occupant, mortgagee or title insurer of such Unit), the Association shall, within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Unit as of the date of such certificate (i) whether the Assessments, if any, have been paid, (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; and (iii) whether any other amounts or charges are owing to the Association, e.g. for the cost of extinguishing a violation of this Declaration, the By-Laws or the Rules and Regulations. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of such certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide Purchaser or lessee of, or lessee of, or lender on, or title insurer of, the Unit with respect to which such certificate has been issued.

ARTICLE VI

MAINTENANCE BY THE ASSOCIATION

Section 6.01 Repairs and Maintenance by the Association.

(a) Except as specifically otherwise provided in this Section 6.01, all maintenance, repair, and replacements of the Association Property, including the tennis courts, swimming pools, bathhouse, parking areas, landscaped areas, if any, and any utility lines on the Association Property and serving the Association Property which are not the responsibility of a municipality, public authority, special district, utility company or cable television company shall be the responsibility of, and shall be undertaken at the cost and expense of, the Association.

(b) The Association shall be responsible for the maintenance of all shrubbery and other plantings installed by, or at the direction of, the Sponsor or the Board of Directors.

(c) Subject to the provisions of Section 6.02 hereof, the cost of all maintenance, repair and replacements, performed by the Association shall be funded from Maintenance Assessments.

Section 6.02 Repairs and Maintenance Which Are Not The Responsibility of the Association.

(a) Except as otherwise provided in Section 6.01 above, the Association shall not be responsible for (i) the maintenance, repair or replacement of any buildings, structures or landscaped areas not owned by the Association, or (ii) the maintenance, repair or replacements of any sewer lines, water lines or other utility lines not located on Association Property or which are maintained, repaired and replaced by a municipality, public authority, special district, utility company or cable television company.

(b) Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 6.01 above, but which is occasioned by a negligent or willful act or omission of a Member or the Sponsor shall be made at the cost and expense of such Member or Sponsor, as the case may be. If such maintenance, repair or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special ex-

pense allocable to the Member's Unit and such cost shall be added to that Member's Assessment and, as part of that Assessment, shall constitute a lien on the Unit, to secure the payment thereof.

Section 6.03 Quality and Frequency of Maintenance and Repairs. All maintenance, repair and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property. The Association may establish reasonable schedules and regulations for maintenance, repair and replacement, which schedules and regulations shall take into account the useful life of any painting and exterior materials and the enhancement and preservation of the appearance and value of the Property.

ARTICLE VII

DURATION, ENFORCEMENT AND AMENDMENT
OF DECLARATION

Section 7.01 Declaration Runs With the Land. Each Member of the Association (whether or not the deed, lease or any other instrument by which he becomes a Member incorporates or refers to this Declaration) covenants and agrees for himself and for his heirs, successors and assigns, to observe, perform and be bound by the provisions of this Declaration including personal responsibility for the payment of all charges which may become liens against his property and which become due while he is a Member of the Association, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in his Unit or other portion of the Property.

Section 7.02 Enforceability.

(a) The provisions of this Declaration shall bind the Property and shall be construed as running with the land and shall inure to the benefit of and be enforceable by the Sponsor and the Association (being hereby deemed the agent for all of its Members), and by any Member, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of this Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

(b) In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation of this Declaration or of the By-Laws or Rules and Regulations of the Association or of any committee of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against a Member or Unit Occupant shall be deemed an Assessment against the Unit of such Member or on which the Unit occupied by such occupant is located and, as such, shall be a charge and continuing

lien upon such Unit, shall constitute a personal obligation of the Member and shall be collectible in the same manner as Assessments under Article V of this Declaration.

Section 7.03 No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of this Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior or subsequent thereto. No liability shall attach to the Sponsor, the Association (or any officer, Director, employee, Member, agent, committee or committee member thereof) or to any other person or organization for failure to enforce the provisions of this Declaration.

Section 7.04 Obligation and Lien for Cost of Enforcement by Association. If the Association successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration, the By-Laws of the Association, or the Rules and Regulations promulgated hereunder or thereunder, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (a) a Member, or (b) any family member, tenant, guest or invitee of the Member, or (c) a family member or guest or invitee of the tenant of the Member, or (d) a guest or invitee of (i) any member of such Member's family or (ii) any family member of the tenant or such Member, such cost shall also be a lien upon the Unit or other portion of the Property owned by the Member, if any.

Section 7.05 Default Notices to be Sent to Mortgagees. Each Member shall notify the Association of the name of the mortgagee of such Member's Unit, if any. Upon receipt of such notice, the Association shall thereafter provide such mortgagee with a duplicate copy of any notice of default sent to such Member with regard to the violation by such Member of any provision of this Declaration.

Section 7.06 Amendment.

(a) Subject to Subparagraph (b) of this Section, this Declaration may be modified, altered or amended at any duly called meeting of Members provided that:

(i) A notice of the meeting containing a full statement of the proposed modification, alteration, or amendment has been sent to all the

Members as listed on the books and records of the Association and to all mortgagees of Units who have requested the same, no less than thirty (30) days nor more than fifty (50) days prior to the date of the meeting; and

(ii) Sixty-six and two-thirds percent (66-2/3%) or more in number of all Members approve the change; and

(iii) An instrument evidencing the change is duly recorded in the Office of the Saratoga County Clerk. Such instrument need not contain the written consent of the required number of Members, but shall contain a certification by the Board of Directors of the Association that the consents required by this Section for such change have been received and filed with the Board of Directors.

- (b) Until the Transfer of Control Date, the prior written consent of the Sponsor shall be required for any amendment which adversely affects a substantial interest or right of the Sponsor (as determined by the Sponsor in its sole judgment) to become effective, which consent may not be unreasonably withheld.

Section 7.07 Conflict with Municipal Laws. The protective Covenants, Conditions and Restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 7.08 Attorney's Fees. Any party to a proceeding who succeeds in enforcing a Covenant, Condition or Restriction or enjoining the violation of a Covenant, Condition or Restriction against a Member (or such Member's tenant, lessee, licensee or invitee), shall be entitled to reasonable attorney's fees against such Member.

Section 7.09 Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 7.10 Member Responsible for Tenants. Any lease of a Unit shall provide that the tenant shall comply in all respects with the terms of this Declaration, the By-Laws and rules and regulations, if any, of the Association. If a tenant is in violation of this Declaration, the By-Laws or rules and regulations, the Board of Directors shall so notify the Member owning such Unit which such tenant occupies, in writing by certified mail, return receipt requested. If the violation is not cured or eviction proceedings commenced by the Member against the tenant within fourteen (14) days after the Member has received notice of such violation, the Board of Directors may pursue any remedies which it may have pursuant to Section 7.02 of this Declaration.

ARTICLE VIII

GENERAL

Section 8.01 Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretation of the content hereof.

Section 8.02 Invalidity of Declaration. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

Section 8.03 Gender. The use of the masculine gender herein shall be deemed to include the masculine, feminine or neuter and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 8.04 Right Reserved to Impose Additional Protective Covenants. The Sponsor reserves the right to record additional protective covenants and restrictions affecting the Property prior to the conveyance of any lands encumbered by this Declaration.

Section 8.05 Notice. All notices hereunder shall be in writing and sent by mail, by depositing same in a post office or letter box, in a postpaid sealed wrapper, addressed, if to the Board of Directors, at the office of the Board of Directors and if to a Member or Unit mortgagee, to the address of such Member or mortgagee at such address as appears on the books of the Association and if to the Sponsor, to the address of the Sponsor as appears on the books of the Association. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received. Whenever any notice is required to be given under the provisions of this Declaration, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent of such notice.

Section 8.06 Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation. Upon such assignment, the successor corpora-

tion shall have all rights and be subject to all the duties of the Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the successor corporation had been an original party and all references herein to the Board of Directors shall be deemed to refer to the Board of Directors of such successor corporation. Any such assignment shall be accepted by the successor corporation under written agreement pursuant to which the successor corporation expressly assumes all the duties and obligations of the Association. If, for any reason, the Association shall cease to exist without having first assigned its rights hereunder to a successor corporation, the Covenants, Conditions, Restrictions, Easements, Charges and Liens imposed hereunder shall, nevertheless, continue and any Member may petition a court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation to take over the duties and responsibilities of the Association, such corporation to exist subject to the conditions provided for herein with respect to an assignment and delegation to a successor corporation.

Section 8.07 Right of Association to Transfer Functions. Unless otherwise specifically prohibited herein or within the Certificate of Incorporation or By-Laws of the Association, any and all functions of the Association shall be fully transferable in whole or in part to any other homeowners' association, condominium or similar entity.

Section 8.08 Notices to Mortgagees. Each mortgagee, insurer or guarantor, upon written request therefor, shall be entitled to receive written notice from the Board of Directors of the occurrence of (1) any condemnation or casualty loss affecting a material portion of the Association Property or any Unit and (2) any proposed action which may not be taken or become effective if a specified percentage of mortgagees, insurers or guarantors objects thereto.

THE MICHAELS GROUP, INC.

By: _____

LIENS, ENCUMBRANCES AND OTHER TITLE EXCEPTIONS

1. The terms, conditions, covenants, easements and provisions of this Declaration and By-Laws relating to the Recreation Association, including:

- a. Each Lot, and the Association Property shall be subject to an easement for encroachments created by construction, settling and overhangs of the townhouse Units, garages or other improvements as designed or constructed. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist.
- b. Every Unit Owner shall have an easement in common with the Owners of other Lots or units to maintain and use all pipes, wires, conduits, drainage areas, public utility lines and cable television lines located on other Lots or within other Units or on Association Property and servicing such Member's Unit or Lot. Each Lot and Unit shall be subject to an easement in favor of the Members owning other Lots and Units to maintain and use the pipes, wires, conduits, drainage areas and public utility lines and cable television lines servicing, but not located on such other Unit or Lot.
- c. Easements and rights retained by Sponsor.

2. State of facts shown on a survey of the land and Buildings made by S. Santo, Registered Land Surveyor, dated _____, 1984.

3. Zoning, regulations and ordinances, and any amendments thereto, provided that neither the Building in which the Unit is located nor its use as contemplated by the Plan are prohibited thereby.

4. New York State franchise taxes of any corporation in the chain of title, provided that The Title Guarantee Company, or any other member of the New York Board of Title Underwriters, is willing to insure that such taxes will not be collected out of the Unit.

5. Sewer, water, electric, plumbing, heating, telephone, television and other utility easements and consents, if any, then or thereafter recorded, including

the right to maintain and operate lines, pipes, ducts, wires, cables, conduits, connections, fittings, poles and distribution boxes in, over, under and upon the Property and the Buildings.

6. Leases or tenancies, and service, maintenance and license agreements affecting the Units or portions of the Association Property, if any.

7. Water charges (but the Sponsor will be obligated to pay all such charges through the date preceding the date of the first closing of title to a Unit).

8. Future installments of special assessments for improvements payable with County Taxes.

9. Utility easements, rights of way and agreements granted to or made with New York Telephone Company, Niagara Mohawk Power Corporation, the Town of Halfmoon or any other utility companies or municipalities.

10. The lien of a purchase money mortgage, if any, obtained by Purchaser to finance the purchase of the Unit.

11. Standard exceptions contained in the form of title insurance policy then issued by The Title Guarantee Company or such other title insurance company insuring Purchaser's title to the Unit.

ALL OF THE ABOVE SHALL SURVIVE DELIVERY OF THE DEED.

SCHEDULE "A"

PARCEL A

Beginning at a point in the easterly bounds of Knox Boulevard, said point being the most northerly corner of the parcel herein described and running thence from said point of beginning:

S 88^o 09' 20" E 127.54'

S 54^o 22' 21" E 224.10'

S 18^o 26' 31" E 104.50'

S 36^o 06' 31" E 123.00' to a point on the westerly side of Independence Boulevard; running thence along said westerly side of Independence Boulevard:

along a curve that bears to the left, has a length of 126.82', a radius of 514.44' and a chord of S 46^o 49' 44" W, 126.82' to a point; running thence:

N 15^o 01' 00" W 58.52'

N 36^o 03' 01" W 107.22'

N 57^o 10' 00" W 63.25'

S 74^o 26' 53" W 211.00'

N 43^o 35' 57" W 120.29' to a point in the easterly bounds of the aforementioned Knox Boulevard; running thence along the easterly bounds of said boulevard:

along a curve that bears to the left, has a length of 237.92', a radius of 305.95', and a chord of N 24^o 07' 16" E, 231.99' to the point or place of beginning. Containing 2.235 acres of land.

PARCEL BTotal Townhouse Area:

Beginning at a point on the easterly bounds of Independence Boulevard, said point also being on the northerly bounds of Lape Road; running thence from said point of beginning, along said bounds of Lape Road the following two courses and distances:

N 89° 45' 09" W 62.75'

N 87° 05' 08" W 112.37' to a concrete monument found; thence leaving said Lape Road and running along lands of Benjamin and Katherine Balzer the following two courses and distances:

N 09° 26' 36" E 156.72'

N 85° 56' 45" W 300.00' to an iron pipe found and lands of Ransom and Anna Smith; running thence along said lands the following two courses and distances:

N 09° 26' 36" E 164.28'

N 89° 59' 35" W 300.00' to lands of Joseph and Marion Gaston; running thence along said lands the following three courses and distances:

N 83° 41' 16" W 137.00'

S 10° 26' 25" W 305.70'

S 10° 32' 04" E 62.15' to a point on the westerly side of Lape Road; thence leaving said Lape Road and running:

S 78° 27' 52" W 298.75'

N 68° 19' 45" W 33.74' to a point on the bounds of Independence Boulevard; running thence along said bounds of Independence Boulevard:

S 21° 40' 15" W 22.08';

thence along a curve that bears to the right, having a length of 342.92' and a radius of 321.63' to a point; thence leaving said Independence Boulevard and running:

S 07° 14' 28" E 113.48' to a point at the northerly corner of

lands to be retained by Stanczak; running thence along the westerly bounds of said lands of Stanczak:

S 21° 15' 00" W 310.63' to a point in the northerly side of Lape

Road; running thence along said Lape Road:

N 69° 41' 17" W 76.06'

N 75° 27' 27" W 54.90'

S 85° 57' 51" W 92.73'

S 63° 20' 08" W 55.60'

S 50° 55' 43" W 104.50'

S 46° 33' 16" W 94.68' to a point, thence leaving said Lape Road and running along lands of Thomas Angeromi and Carol Raymond;

N 46° 44' 16" W 529.55' to a point on the southeasterly side of Pine Lane; running thence along said Pine Lane:

N 34° 54' 32" E 290.52'

N 35° 34' 20" E 208.11' to a point; thence leaving said Pine Lane and running along lands of Sharon Nedoroscik:

S 52° 15' 23" E 150.65' to a point, continuing thence along

lands of Nedoroscik and thence along lands of Frederick and Patricia Dewey; running thence along said lands:

N 43° 04' 34" E 186.00'

N 46° 55' 27" W 21.94'

Page 2

N 29^o 02' 34" E 100.00'
 N 04^o 31' 28" W 35.00'; thence leaving said lands of Dewey and
 running:
 S 61^o 53' 19" E 104.91' to a point on the bounds of the
 aforementioned Independence Boulevard; running thence along said bounds:
 N 26^o 02' 16" E 49.73'
 thence along a curve that bears to the left, having a length of
 219.02' and a radius of 318.07' to a point;
 N 13^o 25' 06" W 242.25'
 thence along a curve that bears to the left, having a length of
 35.22' and a radius of 25.00' to a point in the southerly side of Knox
 Boulevard; running thence along said boulevard the following four courses
 and distances:
 S 85^o 51' 22" W 64.75'
 thence along a curve that bears to the right, having a length of
 279.06' and a radius of 344.08' to a point;
 N 47^o 40' 28" W 164.90'
 thence along a curve that bears to the left, having a length of
 39.32' and a radius of 39.00' to a point in the southeasterly side of New
 York State Route 236; running thence along said route:
 N 42^o 13' 24" E 945.97' to a point on the northerly side of Knox
 Boulevard; running thence along said boulevard the following five courses
 and distances:
 thence along a curve that bears to the left, having a length of
 39.27' and a radius of 25.00' to a point;
 S 47^o 46' 36" E 55.66';
 thence along a curve that bears to the right, having a length of
 164.19' and a radius of 341.73' to a point;
 S 20^o 14' 51" E 283.97';
 thence along a curve that bears to the right, having a length of
 355.89' and a radius of 305.95' to a point in the southwesterly corner of the
 Knoxwood Recreation Area; running thence along said recreation area the
 following five courses and distances:
 S 43^o 35' 57" E 120.29'
 N 74^o 26' 53" E 211.00'
 S 57^o 10' 00" E 63.25'
 S 36^o 06' 31" E 107.22'
 S 15^o 01' 00" E 58.52' to a point on the bounds of
 Independence Boulevard; running thence along the bounds of Independence
 Boulevard:
 along a curve that bears to the right, having a length of 126.82' and
 a radius of 514.44' to a point; thence leaving Independence Boulevard and
 running along the easterly bounds of said Knoxwoods Recreation Area:
 N 36^o 06' 31" W 123.00'
 N 18^o 26' 31" W 104.50'
 N 54^o 22' 21" W 109.28' to a point; thence leaving said bounds
 of Knoxwoods Recreation Area and running:
 N 66^o 50' 11" E 179.59'
 N 35^o 50' 11" E 97.00' to a point on the bounds of Mayfield

page 1

Drive, thence crossing said Mayfield Drive:

N 73° 53' 47" E 40.00' to a point; thence running along the easterly bounds of said drive:

S 16° 06' 13" E 41.23' to a point; thence leaving said Mayfield Drive and running:

N 66° 50' 11" E 135.01' to a concrete monument found and lands of John and Eva Gatus; running thence along said lands:

S 67° 55' 35" E 811.92' to a point; thence leaving said bounds of Gatus and running:

S 22° 04' 25" W 120.00'

S 01° 34' 25" W 171.00'

S 58° 38' 06" W 76.94' to a point on the bounds of the aforementioned Independence Boulevard; running thence along said bounds:

along a curve that bears to the right, having a length of 354.39' and a radius of 607.93' to a point;

S 02° 02' 09" W 35.59'

thence along a curve that bears to the left, having a length of 40.05' and a radius of 25.00' to the point or place of beginning. Containing 44.5 +/- acres of land.

PARCEL C

Beginning at a point at the intersection of the southerly bounds of Knox Boulevard with the westerly bounds of Independence Boulevard; running thence along the westerly bounds of said Independence Boulevard the following four courses:

along a curve that bears to the right and has a length of 35.22' and a radius of 25.00' to a point; running thence:

S 13° 25' 06" E 242.25' to a point; running thence:

along a curve that bears to the right and has a length of 219.04' and a radius of 318.07' to a point; running thence:

S 26° 02' 16" W 49.73' to a point; running thence to and along

the lands of Frederick and Patricia Dewey the following four courses:

N 61° 53' 19" W 274.63'

S 43° 04' 32" W 76.79' to a point in the northerly bounds of

Pine Lane; running thence along the northerly bounds of said lane:

N 46° 55' 28" W 271.15'

N 59° 17' 13" W 121.49' to a point in the easterly bounds of

lands of Alcide and Mildred Schofield; running thence along said lands, lands of Helen Stanzak and Joseph Stanzak:

N 37° 23' 04" E 331.30'

N 61° 23' 54" W 175.61' to a point in the southeasterly bounds

of New York State Route 236; running thence along the southeasterly bounds of said route:

N 42° 13' 24" E 51.95' to a point in the southerly bounds of

Knox Boulevard; running thence along the southerly bounds of said Knox Boulevard the following two courses:

along a curve that bears to the right and has a length of 39.32' and a radius of 25.00' to a point; running thence:

S 47° 40' 28" E 164.90' to a point; running thence:

along a curve that bears to the left and has a length of 279.06' and a radius of 284.08' to a point; running thence:

N 85° 51' 22" E 64.75' to the point or place of beginning.

Containing 5.394 acres of land.

(rev.01/85)

Parcel D

D-1

Beginning at a point in the easterly bounds of Knox Boulevard, said point being the most northerly corner of the Knoxwood Recreation Area; running thence from said point of beginning along said boulevard the following two courses:

along a curve that bears to the left, having a length of 117.95' and a radius of 305.95' to a point;

N 20° 14' 51" W 146.43' to a point in the southerly side of Mayfield Drive; running thence along said drive the following three courses:

along a curve that bears to the right, having a length of 39.27' and a radius of 25.00' to a point;

N 69° 45' 09" E 45.00';

thence along a curve that bears to the right, having a length of 560.14' and a radius of 340.00' to a point; thence leaving said Mayfield Drive and running:

S 35° 50' 11" W 97.00'

S 65° 50' 11" W 179.59' to a point in the northerly bounds of the

Knoxwood Recreation Area; running thence along said bounds:

N 54° 22' 21" W 114.82'

N 88° 09' 20" E 127.54' to the point or place of beginning.

Containing 3.250 acres of land.

D-2

Beginning at a point 40.00';

thence along a curve that bears to the left, having a length of 658.73' and a radius of 400.00' to a point;

S 69° 45' 09" W 45.00';

thence along a curve that bears to the right, having a length of 39.27' and a radius of 25.00' to a point in the northerly side of Knox Boulevard; running thence along said boulevard the following four courses:

N 20° 14' 51" W 27.53';

thence along a curve that bears to the left, having a length of 164.19' and a radius of 341.73' to a point;

N 47° 46' 36" W 55.66';

thence along a curve that bears to the right, having a length of 39.27' and a radius of 25.00' to a point in the southeasterly side of New York State Route 236; running thence along said route:

N 42° 13' 24" E 335.00' to the point or place of beginning.

Containing 6.218 acres of land.

D-3

Beginning at a point in the westerly bounds of Lape Road, said point being the southwesterly corner of lands of Joseph and Marion Gaston and the northeasterly corner of the parcel herein described; running thence along said Lape Road the following seven courses and distances:

Page 4

E 29° 25' 21" W	61.08'
S 12° 14' 28" W	64.54'
S 08° 50' 21" W	302.40'
S 14° 35' 41" W	107.35'
S 34° 32' 13" W	65.44'
S 59° 23' 49" W	55.41'
S 70° 00' 29" W	91.29'

to a point; thence leaving Lape Road and running along lands to be retained by Stanczak the following two courses:

N 02° 00' 00" E	129.68'
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N 67° 23' 38" W	317.38' to a point; running thence:
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N 07° 14' 28" W	113.48' to a point in the southerly side of
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Independence Boulevard; running thence along said boulevard the following two courses:

along a curve that bears to the left, having a length of 342.92' and a radius of 321.63' to a point;

N 21° 40' 15" E	22.08' to a point; thence leaving Independence
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Boulevard and running:

S 68° 19' 45" E	33.74'
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N 78° 27' 52" E	298.75' to the point or place of beginning.
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Containing 4.486 acres of land.

D-4

Beginning at a point at the intersection of the westerly side of Harris Road with the northerly side of Lape Road; running thence along the northerly side of said Lape Road the following five courses and distances:

S 63° 00' 41" W	81.47'
-----------------	--------

S 76° 26' 18" W	81.72'
-----------------	--------

S 81° 31' 38" W	174.22'
-----------------	---------

S 85° 35' 16" W	127.17'
-----------------	---------

N 89° 45' 09" W	14.27' to a point in the westerly side of
-----------------	---

Independence Boulevard; running thence along said boulevard the following three courses and distances:

along a curve that bears to the right, having a length of 40.05' and a radius of 25.00' to a point;

N 02° 02' 09" E	35.59';
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thence along a curve that bears to the left, having a length of 354.39' and a radius of 607.93' to a point; thence leaving said boulevard and running:

N 58° 35' 06" E	76.94'
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N 01° 34' 25" E	171.00'
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N 22° 04' 25" E	120.00' to the lands of John and Eva Gatusi;
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running thence along said lands:

S 67° 55' 35" E	389.00' to a point in the westerly side of Harris
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Road; running thence along said Harris Road:

S 00° 12' 38" E	38.10'
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S 05° 06' 16" E	225.66'
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S 13° 52' 46" E	121.43'
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page 3

S 25^C 42' 49" E 115.64 to the place and point of beginning.
Containing 6.370 acres of land.

SCHEDULE C
TO DECLARATION
OF
CONCORD COURT ASSOCIATION, INC.

BY-LAWS
OF
CONCORD COURT ASSOCIATION, INC.

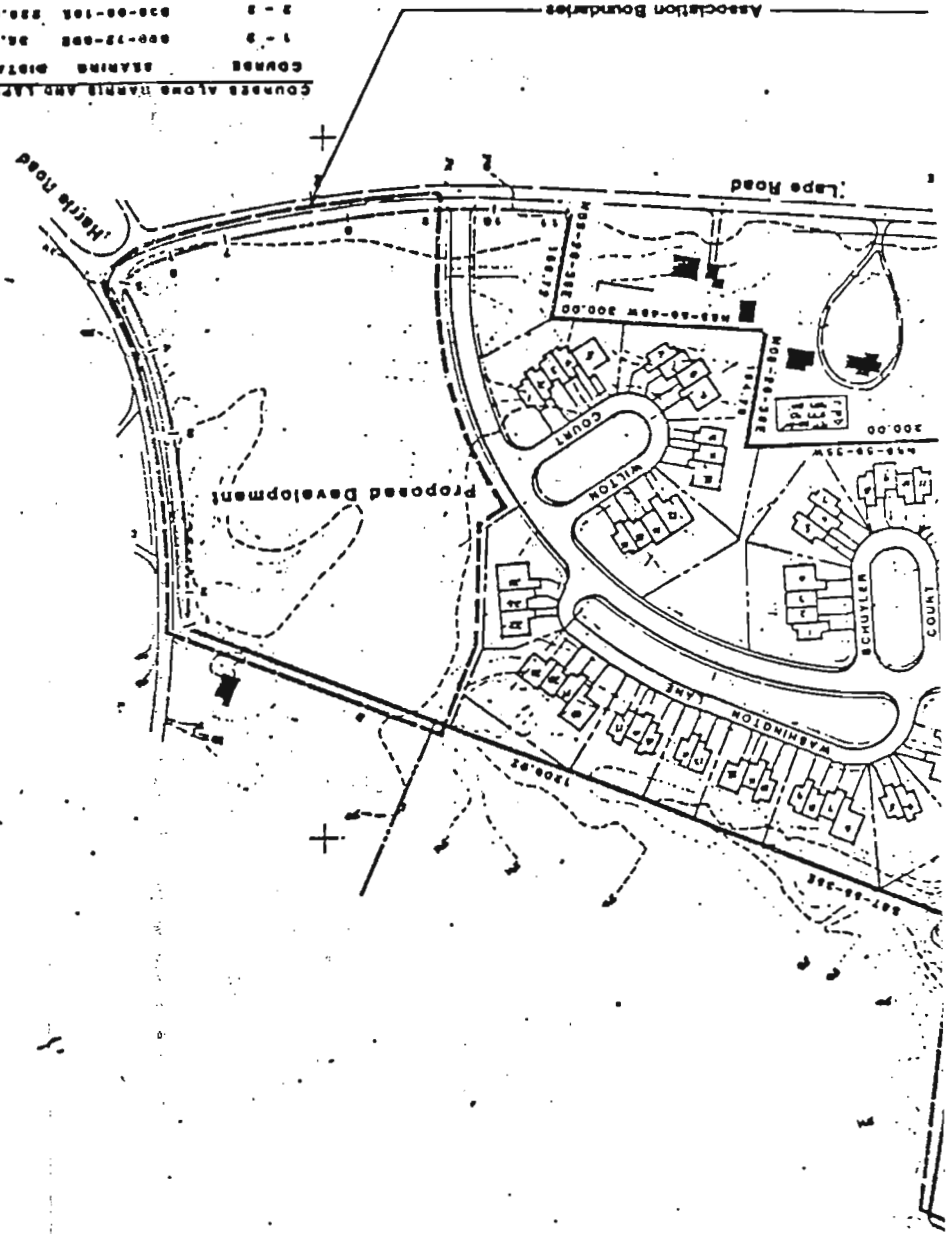
BURKE, CAVALIER, LYMAN & SHANLEY

Attorneys for the Sponsor
10 Thurlow Terrace
Albany, New York 12203
Telephone: (518) 463-1117

SEANING DISTANCE	SEANING DISTANCE
000-20-01W	01.00
000-20-02W	02.00
000-20-03W	03.00
000-20-04W	04.00
000-20-05W	05.00
000-20-06W	06.00
000-20-07W	07.00
000-20-08W	08.00
000-20-09W	09.00
000-20-10W	10.00
000-20-11W	11.00
000-20-12W	12.00
000-20-13W	13.00
000-20-14W	14.00
000-20-15W	15.00
000-20-16W	16.00
000-20-17W	17.00
000-20-18W	18.00
000-20-19W	19.00
000-20-20W	20.00
000-20-21W	21.00
000-20-22W	22.00
000-20-23W	23.00
000-20-24W	24.00
000-20-25W	25.00
000-20-26W	26.00
000-20-27W	27.00
000-20-28W	28.00
000-20-29W	29.00
000-20-30W	30.00
000-20-31W	31.00
000-20-32W	32.00
000-20-33W	33.00
000-20-34W	34.00
000-20-35W	35.00
000-20-36W	36.00
000-20-37W	37.00
000-20-38W	38.00
000-20-39W	39.00
000-20-40W	40.00
000-20-41W	41.00
000-20-42W	42.00
000-20-43W	43.00
000-20-44W	44.00
000-20-45W	45.00
000-20-46W	46.00
000-20-47W	47.00
000-20-48W	48.00
000-20-49W	49.00
000-20-50W	50.00

COURSES ALONG HARRIS AVE LANE NO.

COURSE	SEANING DISTANCE
1-2	000-20-00W 25.00
2-3	000-20-00W 25.00
3-4	000-20-00W 25.00
4-5	000-20-00W 25.00
5-6	000-20-00W 25.00
6-7	000-20-00W 25.00
7-8	000-20-00W 25.00
8-9	000-20-00W 25.00
9-10	000-20-00W 25.00
10-11	000-20-00W 25.00



Townhouse Plan

NO. OF TOWNHOUSES	DATE
NO. OF LOTS	DATE
NO. OF UNITS	DATE
NO. OF GARAGES	DATE
NO. OF DRIVEWAYS	DATE
NO. OF SIDEWALKS	DATE
NO. OF STAIRS	DATE

Developer: **the LA Partnership**
 100 West 30th Street
 New York, NY 10018
 (212) 850-1000

Consultant: **the LA Partnership**
 100 West 30th Street
 New York, NY 10018
 (212) 850-1000

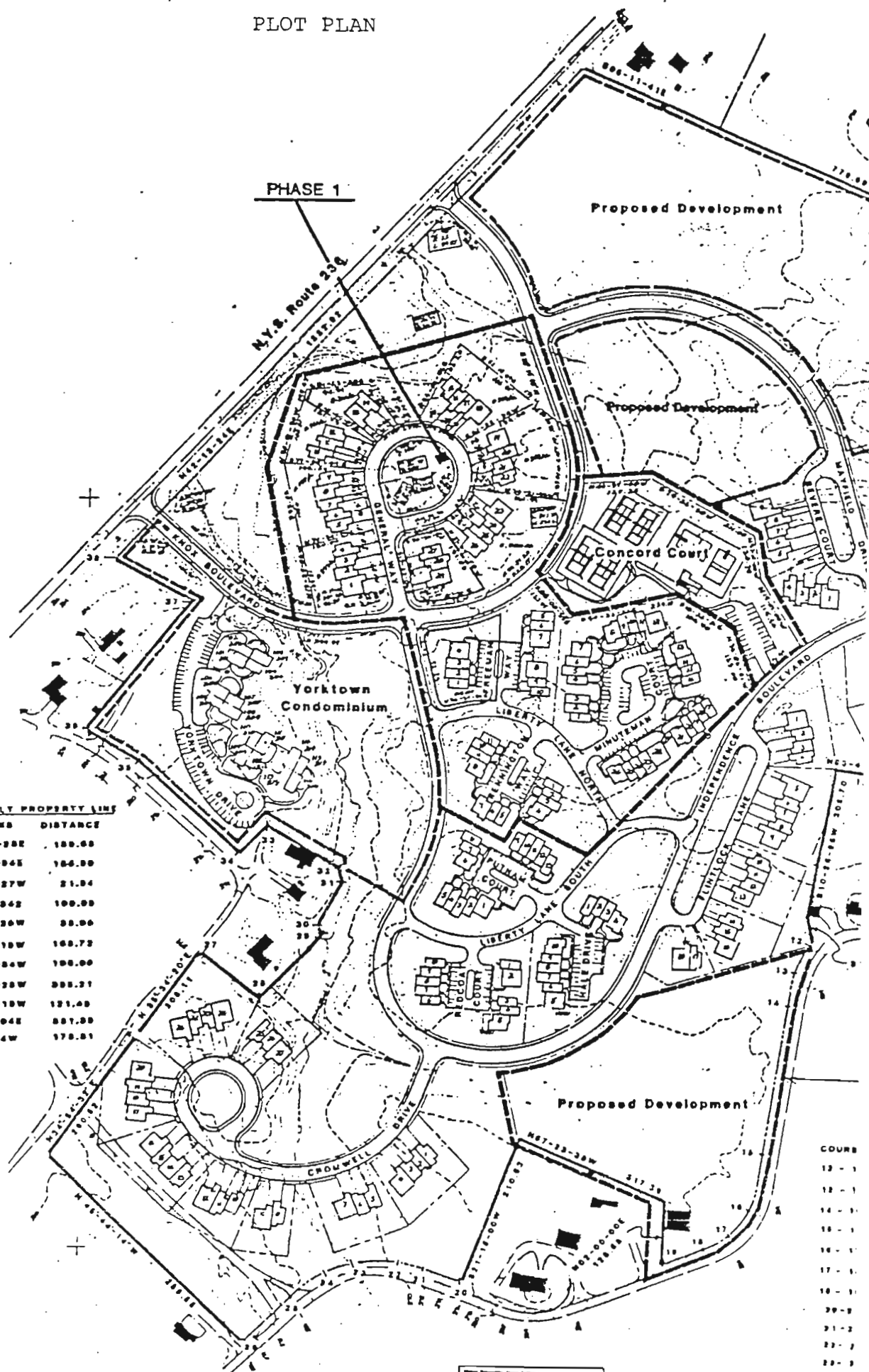
Builder: **the LA Partnership**
 100 West 30th Street
 New York, NY 10018
 (212) 850-1000

Knox Woods Planned Residential Development

Town of Halfmoon, N.Y.

SCHEDULE B

PLOT PLAN



COURSES ALONG WESTERLY PROPERTY LINE

COURSE	BEARING	DISTANCE
27 - 28	S62-19-28E	189.68
28 - 29	N42-04-24E	184.99
29 - 30	N46-59-27W	21.94
30 - 31	S29-02-24E	100.00
31 - 32	N64-21-20W	38.99
32 - 33	N61-09-19W	168.72
33 - 34	S83-14-24W	198.00
34 - 35	N48-59-29W	395.21
35 - 36	N28-17-19W	121.49
36 - 37	N27-23-04E	891.99
37 - 38	N6128-04W	178.81

COURSE
12 - 1
12 - 1
14 - 1
15 - 1
16 - 1
17 - 1
18 - 1
19 - 1
20 - 1
21 - 2
22 - 2
23 - 3
24 - 3
25 - 3