

DECLARATION OF RESTRICTIONS FOREST HILLS EXTENSION

THIS DECLARATION made this 1st day of September, 2008 by **F.H. II, LLC**, a New York limited liability company, with an address of 14 Corporate Woods Blvd., Albany, New York 12211 (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant wishes these restrictions to apply to the subdivision known as Forest Hills Extension -10 Lots as shown on a map entitled "Final Subdivision Plat of Forest Hills Extension -10 Lots" located in the Town of North Greenbush in Rensselaer County, State of New York which subdivision map is filed in the Rensselaer County Clerk's Office in Drawer Number 2008 Map Number 97 and which property was conveyed to Declarant by deed dated September 26, 2008 and recorded in the Rensselaer County Clerk's Office on October 3, 2006 in Liber 3742 of deeds at page 140.

WHEREAS, the Declarant has as his expressed purpose to protect the individual owners in the premises from being inconvenienced, annoyed or damaged by displeasing sights, sounds or acts of their neighbors and to promote harmony and encourage continued maintenance of the premises; the Declarant hereby:

DECLARES the premises and the lots within them to be subject to the following limitations, restrictions and uses and further establishes the various easements herein contained, and

DECLARES that such limitations, restrictions, uses and easements shall constitute covenants to run with the land and shall be binding on the Declarant, his successors and assigns and all persons under them and shall be for the benefit of and limit all future owners of any part of the premises and all persons claiming under them with the intention that the premises shall be kept desirable, uniform and suitable in design and use as specified herein;

LIMITATIONS, RESTRICTIONS AND USES

1. The lot shall be known and designated as residential use only and may not be used for commercial purposes.
2. The exterior dwelling structure, including garages and ancillary structures, lawns and landscaping shall be completed within eighteen (18) months after construction begins and a Certificate of Occupancy must be obtained within twenty-four (24) months. Subject to the provisions of paragraph #3 hereof, existing trees shall be maintained and preserved by the lot owner insofar as possible. The yard must

- contain at least 30,000 square feet of planed grass around the perimeter of the house.
3. No dwelling structure shall be erected, placed or altered on the lot until the construction plans, landscape design plans, specifications, and a plan as to materials, harmony of external design and size with existing structures, and as to location with respect to the topography and finish grade elevations, are submitted and approved by the Architectural Control Committee (ACC). No dwelling structure may be built within 50 feet of any property line except under circumstances where the ACC has given its approval thereto in writing. No aluminum siding shall be permitted except that aluminum trim on soffits and around windows and doors shall be permitted.
 4. The ACC is and shall the members of F.H. II, LLC, or its successors. After initial house construction has been approved and completed on all of the lots, the ACC shall be composed of three (3) lot owners as designated by F.H. II, LLC or its successors.
 5. Primary dwelling structures shall contain a minimum of thirty-five hundred (3,500) square feet (exclusive of porches, decks, terraces, patios, breezeways, basements, or garages). All lots must have either a built-in or attached garages for at least three (3) but no more than five (5) cars. No dwelling structure shall exceed three and one half (3 ½) stories in height on any exposed face of said structure, exclusive of the roof line, and no dwelling structure of a temporary character, including without limitation, any trailer, tent, shack, barn, other moveable home or outbuilding shall be permitted, at any time, on the lot. A story for purposes of the foregoing sentence shall not exceed fourteen (14) feet in height. All utilities serving the lot shall be below ground.
 6. Subject to local zoning restrictions and approvals, and written approval from the ACC, one (1) accessory living unit can be constructed on the premises under the following conditions:
 - a. The accessory living unit shall be consistent with the building type, architectural style, and color of the main dwelling unit, and the appearance shall be that of a site-built, single-family dwelling unit
 - b. The accessory living unit shall be limited to an average roof height of twenty-eight (28) feet and in no event exceeding the height of the main dwelling.
 - c. The allowed living area of the guest house shall be a minimum of 750 square feet and shall not exceed 25 percent of the living area of the principal residence
 - d. The total footprint of the quest house shall not exceed 25 percent of the total footprint of the primary residence
 - e. The owner of the property must occupy either the main dwelling unit or the accessory living unit.

- f. Occupancy of an accessory unit shall be limited such that at least one individual shall:
 - i. Be a member of the primary occupant's family -or-
 - ii. Be employed by the primary occupant's family -or-
 - iii. Be a caretaker for the primary occupant's family -or-
 - iv. Be a caretaker of the property
 - g. The accessory unit can not be rented or leased to the general public
 - h. A minimum of one off-street parking space shall be provided for the accessory living unit
 - i. Any construction of an accessory living unit shall conform to all property development regulations of the zone in which the property is located as well as all fire, health, safety and building provisions of this title.
 - j. All property development regulations applicable to the principal residence shall also be applicable to the ancillary living unit, including setbacks and height limitations.
 - k. No licensed or unlicensed vehicle, car, motorcycle or vehicles of like nature owned or used by the occupant of the accessory unit shall be allowed to park in any part of the street extending through the Subdivision.
7. Only in-ground swimming pools shall be permitted. All pools shall be erected only in rear and side yards, shall be suitably fenced and the location thereof approved by the ACC. No cabanas, locker rooms or other structures shall be placed on the lot without prior written approval of the ACC. No swimming pool shall be build within 25 feet of the property line without approval of the ACC.
8. No camper trailers, car trailers, truck caps, mobile homes, boats, snowmobiles, motorcycles, or vehicles of like nature shall be stored on any lot. No unlicensed motor vehicle shall be stored or parked outside the garage on any lot.
9. No construction of any kind (additions, tennis courts, outbuildings) shall be permitted without prior consent of the ACC and full municipal approvals. All work must be finished within twelve (12) months of commencement of construction.
10. No licensed or unlicensed truck, machinery or other business or commercial equipment shall be allowed to park in any part of the street extending through the Subdivision except in connection with the construction or repair of the dwelling structure and related buildings or in connection with services or goods furnished or delivered to the lot.
11. All garages or outbuildings shall be similar in architectural style and construction to the main dwelling structure.

12. No clothes lines or other similar devices for the outside drying of clothes shall be erected on any lot.
13. The lot shall not be used for storage of rubbish, trash, compost pile, garbage, or other waste materials. Nor shall any condition which might be dangerous, noxious or offensive to neighboring inhabitants be maintained on the lot. Trash, rubbish, garbage, or other type of waste shall not be kept stored except for disposal of such material and shall be kept in a clean and sanitary condition in appropriate containers. No excessive or intolerable noise shall emanate from any improved lot after completion of the construction with thereon.
14. No fences shall be erected until plans for such fences including height, location, and type have been submitted and approved by the ACC.
15. No signs of any kind shall be displayed on the lot or dwelling and no advertising of any kind shall be placed or conducted upon the lot or dwelling thereon except one (1) sign of not more than five (5) square feet advertising property for sales, or a sign used by the builder during a construction period.
16. These covenants are to run with the lands and shall be binding on all properties and all persons claiming under them for a period of twenty-five (25) years from the date said covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.
17. Invalidity of any one of these covenants, by judgment of court order, shall not affect any of the other provisions which shall remain in full force and effect.
18. Enforcement of these restrictions shall be by legal proceedings against the person or persons violating or attempting to violate the same to either restrain or correct any violation and recover monetary damages, including legal fees and costs incurred in enforcing compliance with these legal restrictions.
19. F.H. II, LLC, or its successors, with consent of the ACC shall at all times have the right to modify or change the foregoing restrictions to meet the changing technical developments of for other reasonable purposes, but must keep in mind the intended purposes of these restrictions.
20. Severability. Invalidity of any one of the provisions contained in this instrument by judgment or court order or otherwise shall in no way affect any of the other provisions, which shall continue and remain in full force and effect.
21. Enforcement. Limitations, restrictions, uses and easements contained in this instrument may be enforced by F.H. II, LLC, and any person or persons owning any real property situated in the subdivision and any violation or attempted violation of these provisions may be prosecuted by any such owner by any appropriate action at law or in equity or by injunction or for damages in any court of competent jurisdiction. Failure to enforce any of the foregoing shall not constitute a waiver thereof.

