

DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

Affecting Malta Residential Subdivisions No. 2 & 3,
The Luther Forest and common lands to be conveyed to

FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by THE LUTHER FOREST CORPORATION, whose principal place of business is 1202 Troy-Schenectady Road, Latham, New York, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, THE LUTHER FOREST CORPORATION is the owner of certain properties, in the State of New York, which are shown as residential lots and neighborhood common areas on a certain map entitled "The Luther Forest Residential Subdivision No. 2, Town of Malta, Saratoga Co.", (Loop No. 6, Sheet No. 1), made and drawn by Peter E. Kent, P.E.L.S., dated March 20, 1979 and last revised May 3, 1979, which map was filed in the Office of the Clerk of the County of Saratoga, State of New York on June 4, 1979 as Map L66A; and "The Luther Forest Residential Subdivision No. 3, Town of Malta, Saratoga Co.", (Loops No. 7, 8 & 9, Roads 5, 10 & 11, Sheets No. 1 through 5 both inclusive), made by Peter E. Kent, P.E.L.S., dated May 15, 1979 and last revised August 8, 1979, which maps are to be filed in the Office of the Clerk of the County of Saratoga, State of New York.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community contributing to the personal and general health safety and welfare of the residents and for the maintenance of the land and improvements thereon, and to this end desire to subject the real property described and shown on Appendix "A" and Appendix "B", together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Declarant hereby declares that all of the properties described and shown on Appendix "A" and Appendix "B", together with such additions as may hereafter be made thereto, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof;

AND FURTHER, the Declarant hereby delegates and assigns to the FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC. the power of administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created and carrying out in the purposes of this declaration.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns.

Section 2. "Annual Assessment Period" shall mean and refer to that period of time beginning on January 1 and ending December 31 of each year.

Section 3. "Business Unit" shall mean and refer to each 1000 sq. ft. of interior industrial, commercial or office space.

Section 4. "Corporation" shall mean and refer to THE LUTHER FOREST COMMUNITY ASSOCIATION, INC.

Section 5. "Declarant" shall mean and refer to THE LUTHER FOREST CORPORATION, its successors, and assigns.

Section 6. "Declaration" shall mean and refer to such Declarations of Covenants, Conditions and Restrictions and Easements applicable to any of the lands so restricted within the residential Sub-Divisions No. 2 and 3 of THE LUTHER FOREST as same may be duly amended from time to time.

Section 7. "Governing Documents" shall mean and refer to this Declaration and any Supplemental Declarations, the Certificate of Incorporation of FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., and the By-Laws, all as filed and recorded, if required, and all as may be duly amended from time to time. In the event of conflict or inconsistency among the documents, the Declaration, and any Supplemental Declarations shall prevail over the Certificate, which shall prevail over the By-Laws.

Section 8. "Lot" those subdivided lands so designated as lots as shown on certain maps entitled "The Luther Forest Residential Subdivision No. 2, Town of Malta, Saratoga Co.", (Loop No. Sheet No. 1), made and drawn by Peter E. Kent, P.E.L.S., dated March 20, 1979 and last revised May 3, 1979, which map was filed in the Office of the Clerk of the County of Saratoga, State of New York on June 4, 1979 as Map L66A, (Appendix "A"); and "The Luther Forest Residential Subdivision No. 3, Town of Malta, Saratoga Co." (Loops No. 7, 8 & 9, Roads No. 5, 10 & 11), made and drawn by Peter E. Kent, P.E.L.S., which maps are to be filed in the Office of the Clerk of the County of Saratoga, State of New York, (Appendix "1

Section 9. "Members" shall mean and refer to those persons who are members of the Neighborhood Association and have rights and obligations with respect to the Neighborhood Association as provided in this Declaration or any Supplemental Declaration and the Certificate of Incorporation.

Section 10. "Neighborhood Association" shall mean and refer to FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns.

Section 11. "Neighborhood Common Area" shall mean and refer to any real property including the improvements thereon, if any owned by the Neighborhood Association for the common use of Owners and those delegated such use in The Luther Forest, designated as Common Areas, as shown on Appendix "A" map entitled "The Luther Forest Residential Subdivision No. 2, Town of Malta, Saratoga Co.", (Loop No. 6, Sheet No. 1), made and drawn by Peter E. Kent, P.E.L.S., dated March 20, 1979 and last revised

May 3, 1979, which map was filed in the Office of the Clerk of the County of Saratoga, State of New York on Jun 4, 1979 as Map L66A; and Appendix "B" maps entitled "The Luther Forest Residential Subdivision No. 3, Town of Malta, Saratoga Co.", (Loops No. 7, 8 & 9, Roads No. 5, 10 & 11, Sheets No. 1 through 5 both inclusive), made and drawn by Peter E. Kent, P.E.L.S., dated May 15, 1979 and last revised August 8, 1979, which maps are to be filed in the Office of the Clerk of the County of Saratoga, State of New York; and intended to be deeded by the Declarant or its successors or assigns to the Neighborhood Association on or before October 1, 1979.

Section 12. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any business or residential units, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Properties" shall mean and refer to that certain real property hereinafter described in Appendix "A" and Appendix "B", and such additions thereto as may hereafter be brought within the jurisdiction of the Neighborhood Association.

Section 14. "Residential Unit" shall mean and refer to a single-family dwelling unit, a multiple-family dwelling unit, attached or detached, and a condominium unit.

Section 15. "Supplementary Declaration" shall mean and refer to a declaration of covenants, conditions, restrictions and easements which may hereafter be recorded by the Declarant or its successors which extends the provisions of this Declaration to additional areas.

Section 16. "The Luther Forest" shall mean and refer to such lands in the Towns of Malta and Stillwater, County of Saratoga, State of New York, which lands are further shown on two maps, both filed in the Office of the Clerk of the County of Saratoga, entitled "Luther Forest, Saratoga County, Saratoga, New York," dated January 1, 1952 as map DD 48, and the other being entitled "General Electric, Schenectady, New York" dated June 9, 1952 as map DD 49.

ARTICLE II
PROPERTY RIGHTS

Section 1. Dedication of Neighborhood Common Area. The Neighborhood Common Areas, designated in this Declaration, as shown on the Sub-Division Maps of the Properties, are not dedicated hereby for use by the general public, but are dedicated for the common use and enjoyment of the owners, and those delegated such use pursuant to the terms of this Declaration.

Section 2. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Neighborhood Common Area which shall be appurtenant to and shall pass with the title to every Lot, Residential and Business Unit, subject to the following provisions:

(a). the right of the Neighborhood Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Neighborhood Common Area;

(b). the right of the Association to dedicate or transfer all or any part of the Neighborhood Common Area to any pub.

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agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded.

Section 3. Delegation of Use. Any owner may delegate in accordance with the Governing Documents, his or its rights of enjoyment to the Neighborhood Common Area and facilities to the members of his family, his or its tenants, guests, or contract purchasers who reside on the property.

Section 4. Reciprocal Easements. Every owner of any business or residential unit subject to this Declaration or to any Supplemental Declaration with the properties as defined above, shall have a right and easement of enjoyment in and to all Neighborhood Common Areas, which may be the subject of other and further Neighborhood Association Declarations and Supplemental Declarations, now or hereafter recorded.

Section 5. Delegation of Reciprocal Use. Any owner may delegate in accordance with the Governing Documents, his or its reciprocal right of enjoyment to the Neighborhood Common Areas and facilities to the members of his family, his or its tenants, guests, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a business or residential unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any

business or residential unit which is subject to assessment, as hereafter provided.

Section 2. The Corporation shall have three classes of voting membership:

A) Class A

Class A members shall be all owners of residential units with the exception of the Declarant. When more than one person or entity holds an interest in any residential unit, all such persons shall be members, and shall be entitled to one vote for each unit owned. The vote for such residential unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any residential unit.

B) Class B

Class B members shall be the owners, with the exception of the Declarant, of commercial or industrial space of 1000 or more square feet of interior space, which shall be designated a "business unit", and shall be entitled to one vote for each such business unit owned. When one or more persons or entities holds an interest in the unit all such persons shall be members. A Class B member shall have one vote for every 1000 square feet of interior space owned. The vote for any such business unit shall be exercised as the owners thereof determine, but in no event shall more than one vote be cast with respect to any such business unit.

C) Class C

The Class C member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot or business unit owned. The Class C membership shall cease on the happening of either of the following events, whichever occurs earlier:

- (a) two (2) years after the conveyance of the first lot to an owner, or
- (b) when 151 lots (51%) have been conveyed to an owner.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each business or residential unit owned within the properties hereby covenant, and each owner of any business or residential unit by acceptance of a deed therefor, (with the exception of a Neighborhood Association) which contains statements of restrictive covenants or reference to such recorded covenants, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

- A) The annual and special assessments, together with interest, costs and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.
- B) Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of each person or entity who was the Owner of

such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or its successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment.

- A) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Neighborhood Common Areas; and
- B) to pay the costs of management of the Neighborhood Association; and
- C) to carry out the powers and perform the duties as same may appear in the Certificate of Incorporation.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be the total of the following:

- A) ONE and 84/100 (\$1.84) DOLLARS per \$1,000. of full property valuation or SEVENTY-THREE AND 54/100 (\$73.54) DOLLARS per unit, whichever may be less, ("base assessment") in accordance with current (1979-1980) cost estimates, and
- B) the assessment in subdivision A) above, as increased by ten percent (10%) ("escalation") in the second year, and increased annual thereafter by ten percent (10%) of the prior year's "base assessment" and "escalation".

From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual

assessment amounts specified above in subdivisions A) and B) may be increased only after a vote of the members, provided that any such change shall have the assent of two-thirds (2/3rds) of the votes of each remaining class of members who are voting in person or by proxy at a meeting duly called for this purpose.

The Board of Directors shall not have the power fix the annual assessment in excess of the maximums, except as specified above.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a permitted capital improvement upon the Neighborhood Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized

Under Sections 3. and 4. Written notice of any meeting called for the purpose of taking an action authorized under Section 3. or 4. supra shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose

of the meeting. The presence of members or of proxies entitled to cast ten (10%) percent of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on an annual, semi-annual or more frequent basis.

Section 7. Commencement of Annual Assessments. Except as provided below for the Declarant's assessment, the annual assessments provided for herein shall commence as to all units on the first day of the month following conveyance of the Neighborhood Common Area to the Neighborhood Association. The first annual assessment shall be adjusted according to the number of months remaining in the annual assessment period.

Section 8. Annual Assessment Procedure. The Board of Directors shall fix the amount of the annual assessment against each unit at least fifteen (15) days in advance of each annual assessment period. Written Notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors.

Section 9. Certificate of Assessment Payment. The Neighborhood Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Neighborhood Association setting forth whether the assessments on a specified unit have been paid. A properly executed certificate of

the Neighborhood Association as to the status of the assessments on a unit is binding upon the Neighborhood Association as of the date of its issuance. The Acceptance of Membership in the Neighborhood Association is authority for the Association to disclose the status of assessment payments.

Section 10. Declarant Assessment. To the extent that the Declarant owns units which are improved with buildings that are or have been occupied, such property shall be assessed as provided in Section 3. and 4. above. Until such time as the Class C membership shall expire, pursuant to Article III, Section 2. C) above, the Declarants shall also pay an annual assessment to make up any deficit in the budget between the amount collected from assessable units and the actual operating expenses of the Neighborhood Association. There is no obligation by the Declarant to pay for unanticipated obligations resulting from litigation against the Neighborhood Association. The Declarant can give no assurance that unforeseen expenses resulting from changes in laws or regulations or otherwise will be paid by the Declarant, if such shall create a budgetary deficit. The amount of any unpaid deficit under this section shall become a lien against any of the Declarant's property subject to this Declaration.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear maximum interest rate permitted by New York State Law. The Association may bring an action at law or equity against the Owner(s) personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided

for herein by non-use of the Neighborhood Common Area or abandonment of his unit.

Section 12. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

USE RESTRICTIONS

Section 1. Use Restrictions on Neighborhood Common Areas.

A). The properties and improvements owned by FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., may be used for any and all uses to promote the health, safety, recreation and welfare of the residents and members of FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., within the common areas and any additions there as may hereafter be brought within the jurisdiction of this Association by annexation. Annexation may be by gift. The powers of the Neighborhood Association shall include the power to purchase or otherwise, to own, hold, improve, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Neighborhood Association, subject to :

covenants and conditions contained in the deed from the Declarant to the Neighborhood Association.

Said lands shall be used in accordance with any and all regulations promulgated by the Board of Directors and members of FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC. It is intended that the common areas shall be for the use of all owners for recreation and related activities.

B). The Neighborhood Association members shall not cause any noxious or offensive activity to be carried on upon any Neighborhood Common Area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Neighborhood.

- a. No commercial vehicles shall be garaged, stored or parked on the Neighborhood Common Areas.
- b. No animals, livestock or poultry of any kind shall be raised, bred or kept on Neighborhood Common Areas.
- c. The Neighborhood Common Areas shall not be used or maintained as a dumping ground for rubbish and garbage.
- d. No junked or unregistered vehicles shall be stored upon any land; nor may any repairs to vehicles or boats be conducted upon the Common Areas.
- e. No trail bikes, motorcycles, dune buggies, all-terrain vehicles, snowmobiles, or other motorized vehicles except as may be necessary for the maintenance or the forestry of the Neighborhood Common Areas, shall be permitted on Neighborhood Common Areas.
- f. The imposition of the restrictions on these lands shall not prevent the Declarant from imposing other and diff-

erant restrictions on any other lands whether the same shall be more or less stringent.

g. A fee title to any Lot shown on the recorded map or plan as abutting upon any Common Property shall not extend upon such Common Property and the fee title to Common Property is reserved to the Declarant to be conveyed for the common enjoyment of the members of the FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., for the purpose of recreation, including the right of use of any and all trails within the Neighborhood Common Area; specifically reserving, however, to the Declarant all of the development rights; and further, specifically reserving to the Declarant any rights to place upon and/or construct the Neighborhood Common Property permanent improvements of any kind or nature; and further, reserving to the Declarant all riparian rights including the right of impoundment of surface water and the right to flood or drain upon the Neighborhood Common Areas' and further reserving to the Declarant all mineral rights both surface and sub-surface including the right to harvest, manage, thin and prune trees in accordance with good forestry practices; and further, reserving to the Declarant all hunting rights, fishing rights and all right to manage and control wildlife; and further, reserving the right to enter upon, erect, and maintain signs and theme displays upon the Neighborhood Common Area lands. In furtherance of the aforesaid rights, the Declarant reserves a permanent easement of access and egress upon

the Neighborhood Common Area, together with such rights of use and/or construction, maintenance and repair as may be necessary to exercise the rights so reserved.

Section 2. Use Restriction as to Lots.

1. Activity conducted on lots subject to this Declaration shall be subject to any and all regulations promulgated by the Board of Directors of FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC.

2. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

③ No commercial vehicles with gross vehicle weight in excess of 15,000 lbs. shall be garaged or stored on any Lot.

4. No animals, livestock or poultry of any kind shall be raised or bred upon any Lot. Nothing herein contained shall prevent the harboring of domestic animals.

⑤ Rubbish, trash, garbage or other wastes shall be kept in sanitary containers and shall not be in public view except on collection days.

⑥ No junked or unregistered vehicles or boats exceeding 18 feet, shall be stored upon any Lot; nor may any repairs to vehicles or boats be conducted upon any Lot.

7. All Lots are for residential purposes only, and no business, whether professional or commercial may be conducted upon any Lot.

8. Each Lot is for single family use. Four or more unrelated persons occupying any dwelling house upon the Lot

shall be deemed to be more than a single family.

10. No signs of any kind shall be erected on any Lot except for a "For Sale" sign not to exceed 6 square feet in combined total area.

11. No temporary structure shall be erected upon any Lot including a shack, shed or trailer, excepting a playhouse for children's recreation and further excepting a construction trailer for use while the dwelling is being initially constructed and sold.

12. No above-ground pools may be constructed. Inground pools shall be screened with evergreen vegetation and shall be enclosed by a fence.

13. No burning shall be conducted upon any Lot, nor accumulation of litter, nor storage of building material except in connection with on-site construction.

14. No exterior television or radio antennae shall be constructed upon any lot or dwelling house, which shall be visible from the street or from neighboring dwelling units.

15. Vertical fences shall not exceed 6 feet in height; picket or horizontal fences shall not exceed 3.5 feet in height. Fences being constructed shall be either unfinished vertical wood or horizontal rustic split rail or painted picket.

16. No duplex or multiple family unit shall be converted into single family usage, nor may any lot be further sub-divided.

17. The imposition on the restrictions on this subdivision shall not prevent the Declarant from imposing other

and different restrictions on any other Lots within The Luther Forest whether the same shall be more or less stringent.

Section 3. Declarant Exemption.

Anything in this Article to the contrary, notwithstanding, during the period of time which Declarant or any Operative Builder to whom Declarant has sold any Lots, is conducting the business of constructing and selling dwellings, Declarant or such Builder, with the consent of Declarant, may maintain such model dwellings, sales offices, signs and other offices, and carry on such activities as Declarant shall permit in connection with such business.

ARTICLE VI

AESTHETIC REVIEW

No building, fence, wall, sign or other structure shall be commenced, erected, or maintained upon the Lots or the Common Areas, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same, shall have been submitted to and approved in writing as to harmony of external design and location and appearance in relation to surrounding structures and topography by the Declarant or the assignees of said Declarant. In the event said Declarant or the designated assignee fails to approve or act within thirty (30) days after submission to it of the plans and specifications for addition, change or alteration, it shall be presumed that said application was approved and the restrictions herein shall be of no effect.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Right of Enforcement.

The Declarant, the Neighborhood Association, or any Owner, while a party in interest, shall have the right to enforce, by any proceeding at law or in equity, all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Neighborhood Association, or by any Owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the Land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-year (20) period by an instrument signed by not less than ninety (90%) percent of the members, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the members. Any amendment must be recorded.

Section 4. Annexation.

Additional residential property, business property, or

Neighborhood Common Area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

Section 5. FHA/VA Approval.

So long as there is a Class C membership, the following actions of the Corporation will require the prior approval of the Federal Housing Administration and/or the Veterans Administration:

- a. Amendment of this "Declaration"
- b. Dedication of the Common Properties to the public
- c. Dissolution of the Association
- d. Amendment of the Certificate
- e. Annexation of additional properties
- f. Mortgaging of any Common Properties by the Neighborhood Association
- g. The merger or consolidation of this Neighborhood Association with any other Corporation, Association or Entity.

Section 6. Declarant's Obligations.

The Declarant shall build and pay for the recreational, trails and/or paths within the Neighborhood Common Area before conveying said areas to FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., and upon completion of said trails, the Declarant shall deed said areas without cost to the Neighborhood Association. In no event, however, shall said conveyance occur after November 15, 1979. This Declaration shall be recorded in the office of the Clerk of the County of Saratoga prior to the conveyance of the first lot to any Owner.

Section 7. Declarant's and Builders' Obligations.

A) All literature, brochures, public advertising in connection with new construction for sale of residential units by a person, persons, partnership, corporation or legal entity for commercial purposes, shall be approved by the Declarant in advance thereof. Issuance of such sales and/or advertising literature, after approval by the Declarant, shall be deemed a continuing warranty by the issuer, his heirs, successors and assigns, to the Declarant, of the truthfulness and accuracy of any statements or representations contained in such advertising or literature.

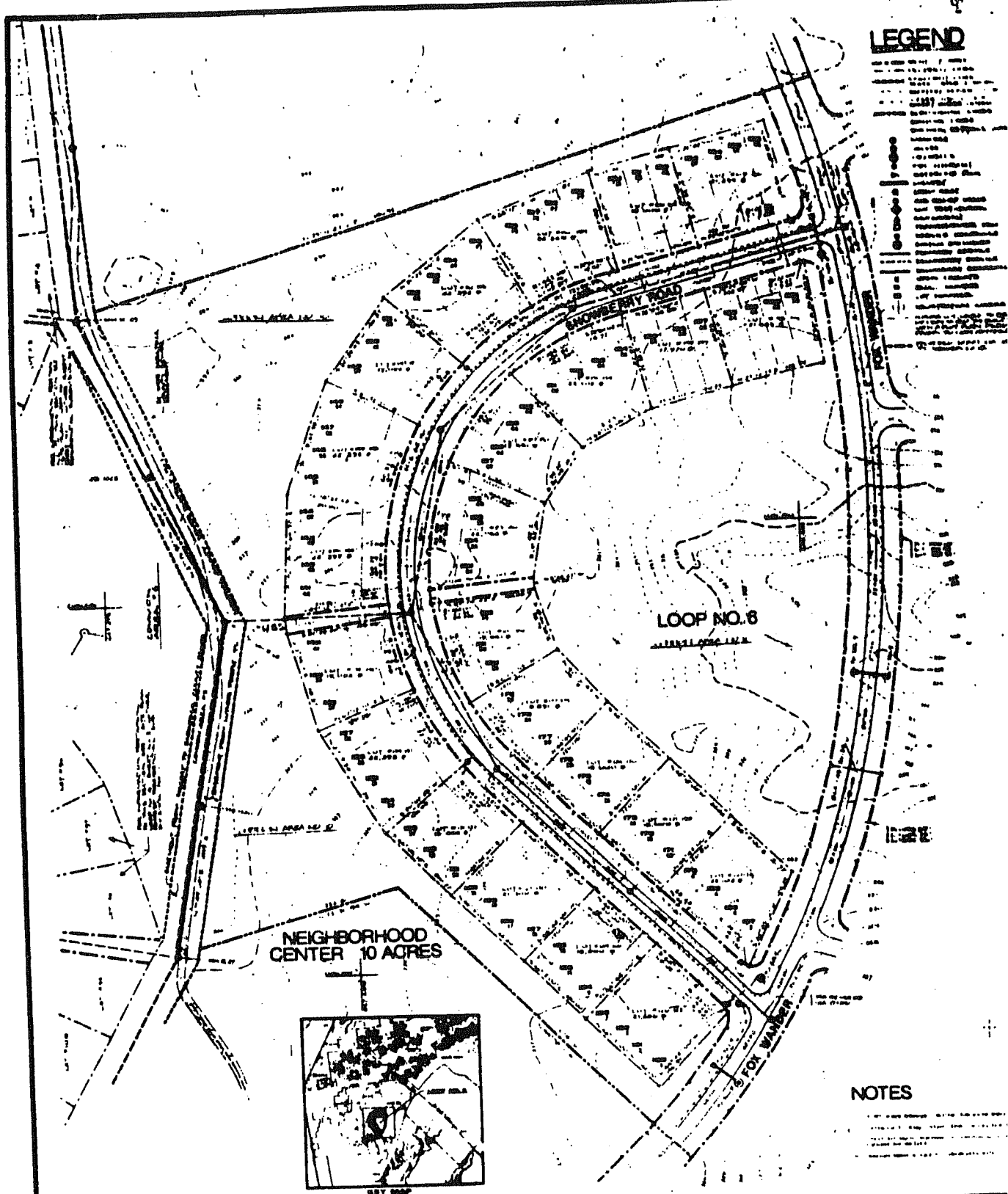
B) All warranties, representations, guarantees and/or promises of a contractual nature given in connection with the new construction of residential units within Residential Subdivisions No. 2 and No. 3 shall be deemed to be for the benefit of the Declarant as a third party beneficiary thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, by its President, WILLIAM R. MACKAY, has set his hand and affixed its Seal this day of , 1979.

THE LUTHER FOREST CORPORATION

BY:

WILLIAM R. MACKAY, President



LEGEND

- Proposed
- Existing
- Easement
- Right of Way
- Utility
- Street
- Alley
- Walkway
- Driveway
- Lot
- Building Footprint
- Landscaping
- Tree
- Shrub
- Lawn
- Garden
- Pond
- Stream
- Road
- Bridge
- Tunnel
- Overpass
- Underpass
- Station
- Stop Sign
- Yield Sign
- No Left Turn Sign
- No Right Turn Sign
- No U-Turn Sign
- No Parking Sign
- No Stopping Sign
- No Trucks Sign
- No Heavy Trucks Sign
- No Buses Sign
- No Motorcycles Sign
- No Bicycles Sign
- No Skating Sign
- No Roller Skating Sign
- No Skateboarding Sign
- No Ball Games Sign
- No Fire Sign
- No Alcohol Sign
- No Drugs Sign
- No Weapons Sign
- No Firearms Sign
- No Hunting Sign
- No Fishing Sign
- No Camping Sign
- No Picnicking Sign
- No Smoking Sign
- No Open Flames Sign
- No Open Fires Sign
- No Open Grills Sign
- No Open Barbecues Sign
- No Open Grills Sign
- No Open Barbecues Sign
- No Open Grills Sign
- No Open Barbecues Sign

NOTES

1. All dimensions are in feet and inches.

2. All bearings are in degrees, minutes and seconds.

3. All distances are in feet and inches.

4. All areas are in square feet.

5. All volumes are in cubic feet.

6. All weights are in pounds.

7. All temperatures are in degrees Fahrenheit.

8. All pressures are in pounds per square inch.

9. All forces are in pounds.

10. All moments are in foot-pounds.

Peter E. Kern **E**ngineers

11022 W. Main Street (Rt. 28) Saratoga, NY 12803

DATE: MARCH 20, 1978

THE VISIONS

SCALE: 1" = 60'

the Luther Forest



RESIDENTIAL SUBDIVISION NO. 2
TOWN of MALTA, SARATOGA CO., NY

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CERTIFICATE OF INCORPORATION

OF

FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC.

(Under § 402 of the Not-For-Profit Corporation Law)

The undersigned, for the purposes of forming a corporation under § 402 of the Not-For-Profit Corporation Law, do hereby certify:

1. The name of the corporation shall be FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC.

2. The corporation has not been formed for pecuniary profit or financial gain and no part of the assets, income or profit of the corporation is distributable to or inures to the benefit of its members, directors or officers except to the extent permitted under the Not-For-Profit Corporation Law.

3. The purposes for which the corporation is to be formed are:

a) This corporation is formed to provide for the maintenance and preservation of the common areas and the trail systems there as shown on certain maps entitled "The Luther Forest Residential Subdivision No. 2, Town of Malta, Saratoga Co." (Loop No. 6, Sheet No. 1) made and drawn by Peter E. Kent, P.E.L.S., dated March 20, 1979 and last revised May 3, 1979, which maps was filed in the Office of the Clerk of the County of Saratoga, State of New York on June 4, 1979 as Map L66A; and "The Luther Forest Residential Subdivision No. 3, Town of Malta, Saratoga Co." (Loops 7, 8, 9 and Roads 5, 10, 11, Sheets No. 1 through 5 both inclusive), made a

drawn by Peter E. Kent, P.E.L.S., dated May 15, 1979 and last revised August 8, 1979, which maps are to be filed in the Office of the Clerk of the County of Saratoga, State of New York;

b) for the promotion of social and civic involvement of its members within Residential Subdivisions No. 2 and No. 3.

c) to promote the health, safety, recreation and welfare of residents, property owners, and tenants of Residential Subdivisions No. 2 and No. 3. within The Luther Forest.

4. In furtherance of the aforementioned purposes, the corporation shall have the following powers:

a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the County of Saratoga, State of New York, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c) acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, trans-

fer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association

d) dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members, agreeing to such dedication, sale or transfer;

e) participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional residential property and common areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members;

f) have and to exercise any and all powers, rights and privileges which a corporation organized under § 202 of the Not-For-Profit Corporation Law of the State of New York by law may now or hereafter have and exercise.

4. The corporation is a Type "A" corporation, pursuant to § 201 of the Not-For-Profit Corporation Law.

5. The Town and County in which its office is to be located is the Town of Colonie, County of Albany, New York.

6. The territory in which the corporation's activities are principally to be conducted is the common areas of the FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., which is located in Residential Subdivisions No. 2 and No. 3 in the Town of Malta, owned by THE LUTHER FOREST CORPORATION, located on Fox Wander off County Route 108 (Dunning Street), in Saratoga County, New York.

7. Every person or entity who is a record owner of a fee or undivided fee interest in any residential or business unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

8. The Association shall have three classes of voting membership; Class A, Class B and Class C, as further provided for in the By-Laws of this corporation. In any event however, the Class C membership shall cease on the happening of either of the following events, whichever occurs earlier:

- a) When 51% (151 lots) of the total lots have been sold to owners, or
- b) two years from the date of conveyance of the first lot to an owner.

9. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the election of their successors are:

WILLIAM R. MACKAY

13 Grant Avenue, Glens Falls, New York

CAROL LUTHER MACKAY 13 Grant Avenue, Glens Falls, New York
HERBERT B. SUNSHINE 1959 Grand Boulevard, Schenectady, New Yo:
BRUCE W. KIRKPATRICK 113 Van Dam St., Saratoga Springs, New Yo:
PHILIP M. JURAVEL 52 Center Street, Ballston Spa, New York

At the first annual meeting the members shall elect two directors for a term of three (3) years; two directors for a term of two (2) years; and one director for a term of one (1) year. At each annual meeting thereafter, the members shall elect such directors as is necessary to fill the vacancies created by the expiration of the respective terms of office. After the initial staggered terms of office expire, the term of office of each director shall be three years. The term of office of any director initially appointed or elected shall terminate upon the happening of the earlier of the events specified in Article 8, paragraphs (a) or (b) above.

10. The Association may be dissolved by unanimous vote of each class of members at a special meeting specifically called and properly noticed for this purpose, or at the annual meeting.

11. The corporation shall exist perpetually.

12. Amendment of this certificate shall require the assent of two-thirds (2/3rds) of the entire membership.

13. The Post Office address to which the Secretary of State shall mail a copy of any notice required by law is c/o Herbert B. Sunshine, Attorney, 1202 Troy-Schenectady Road, Latham, New York 12110.

14. All of the subscribers are over the age of nineteen (19) years.

15. The meeting of the Board of Directors shall be held in the State of New York.

16. As long as there is a Class C membership, the following actions by the Association will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties; mergers and consolidations; dissolution and amendment of this certificate.

17. Prior to the delivery to the Department of State for filing of this certificate, the approval of a Supreme Court Justice shall be endorsed hereon or annexed hereto.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of New York, we, the undersigned, constituting the incorporators of this Association, have executed this Certificate of Incorporation this day of , 1979

WILLIAM R. MACKAY
13 Grant Avenue, Glens Falls, N.Y.

CAROL LUTHER MACKAY
13 Grant Avenue, Glens Falls, N.Y.

HERBERT B. SUNSHINE
1959 Grand Boulevard, Schenectady, N.Y.

BRUCE W. KIRKPATRICK
113 Van Dam St., Saratoga Springs, N. Y.

PHILIP M. JURAVEL
52 Center Street, Ballston Spa, N.Y.

BY-LAWS
OF
FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Corporation is FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Association shall be located at 1202 Troy Schenectady Road, Town of Colonie, County of Albany, and State of New York, but meetings of members and directors may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns.

Section 2. "Corporation" shall mean and refer to THE LUTHER FOREST COMMUNITY ASSOCIATION, INC.

Section 3. "Declarant" shall mean and refer to THE LUTHER FOREST CORPORATION, its successors and assigns.

Section 4. "Declaration" shall mean and refer to such Declarations of Covenants, Conditions and Restrictions applicable to the residential Lots and Common Areas of the Property recorded in the Office of the Saratoga County Clerk, and any amendments duly made thereto.

Section 5. "Governing Documents" shall mean and refer to the Declaration, Certificate of Incorporation, By-Laws, all as filed and recorded, if required, and all as may be duly amended from time to time. In the event of conflict or inconsistency among the governing documents, the Declaration, and any Supplemental Declarations shall prevail over the Certificate, which shall prevail over the By-Laws.

Section 6. "Lot" shall mean and refer to those subdivided lands so designated as Lots as shown on certain maps entitled "The Luther Forest Residential Subdivision No. 2, Town of Malta, Saratoga Co.", (Loop No. 6, Sheet No. 1), made and drawn by Peter E. Kent, P.E.L.S., dated March 20, 1979 and last revised May 3, 1979, which map was filed in the Office of the Clerk of the County of Saratoga, State of New York on June 4, 1979 as Map L66A; and "The Luther Forest Residential Subdivision No. 3, Town of Malta, Saratoga Co.", (Loops 7, 8 & 9, Roads 5, 10 & 11, Sheets No. 1 through 5 both inclusive), made and drawn by Peter E. Kent, P.E.L.S., dated May 15, 1979 and last revised August 8, 1979, which maps are to be filed in the Office of the Clerk of the County of Saratoga, State of New York.

Section 7. "Members" shall mean and refer to those persons who are members of the Association and have rights and obligations with respect to the Association as provided in the Declaration and the Certificate of Incorporation.

Section 8. "Neighborhood Association" shall mean and refer to the FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns.

Section 9. "Neighborhood Common Areas" shall mean and refer to any real property including the improvements thereon, if any, owned by the Neighborhood Association for the common use of Owner and those delegated such use in The Luther Forest, designated as Common Areas, as shown on a map entitled "The Luther Forest Residential Subdivision No. 2 Town of Malta, Saratoga Co.", (Loop No. 6, Sheet No. 1), made and drawn by Peter E. Kent, P.E.L.S., dated March 20, 1979 and last revised May 3, 1979, which map was filed in the Office of the Clerk of the County of Saratoga, State of New York on June 4, 1979 as Map L66A; and maps entitled "The Luther Forest Residential Subdivision No. 3, Town of Malta, Saratoga Co. (Loops No. 7, 8 & 9, Roads No. 5, 10 & 11, Sheets No. 1 through 5 both inclusive), made and drawn by Peter E. Kent, P.E.L.S., dated May 15, 1979 and last revised August 8, 1979, which maps are to be filed in the Office of the Clerk of the County of Saratoga, State of New York; and intended to be deeded by the Declarant or its assigns to the Neighborhood Association on or before October 1, 1979.

Section 10. "Owner" shall mean and refer to the record Owner whether one or more persons or entities, of a fee simple title to any business or residential unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Properties" shall mean and refer to that certain real property hereinafter described in Appendix "A" and "B" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Residential Unit" shall be a single-family, multiple-family, attached or detached, or condominium unit.

Section 13. "Supplementary Declaration" shall mean and refer to a declaration of covenants, conditions and restrictions which may be recorded by the Declarant, which extends the provisions of this Declaration to additional areas.

Section 14. "The Luther Forest" shall mean such lands in the Towns of Malta and Stillwater, County of Saratoga, State of New York, which lands are further shown on two maps, both filed in the Office of the Clerk of the County of Saratoga, entitled "Luther Forest , Saratoga County, New York" dated January 1, 1952 as map DD 48, and the other being entitled "General Electric, Schenectady, New York" dated June 9, 1952 as map DD 49.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Neighborhood Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by any

two members of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A and B membership.

Section 3. Special Meeting on Transition. A special meeting of the membership must be called for the purpose of electing a new board of Directors when 151 lots (51%) in Residential Subdivision No. 2 and No. 3 have been sold or two (2) years from the date of conveyance of the first lot to an owner, whichever may occur first. Said meeting will take place pursuant to the notice provisions in Article III, Section 4 below, on which date all existing directorships shall expire. No director elected after transition shall have any financial connection whatever with the Declarant or his successors and who shall be free from undue domination or control of the Declarant.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such Notice, postage paid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Neighborhood Association, or supplied by such member to the Neighborhood Association for the purpose of Notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10)

of the total number of votes entitled to be cast shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his residential unit or business unit or property.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION/TERM OF OFFICE

Section 1. Number. The affairs of this Neighborhood Association shall be managed by a Board of five (5) directors, who need not be members of the Neighborhood Association.

Section 2. Term of Office. At the first annual meeting members shall elect two (2) directors for a term of three (3) years; two (2) directors for a term of two (2) years; and one (1) director for a term of one (1) year. At each annual meeting thereafter, the members shall fill the vacancies created by the expiration of the aforementioned terms of office. After the initial staggered terms of office expire, the term of office of each director shall be three (3) years. In no event shall the term of any director extend beyond the time set forth pursuant to Article III, Section 3 above.

Section 3. Removal. Any director may be removed from the Board, with cause, by a two-thirds (2/3rds) vote of the members of the Neighborhood Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Neighborhood Association in his capacity as a Director. However, a director may be reimbursed for his actual expenses incurred in the performance of his duties. Nothing herein contained shall be construed to preclude any director from serving the Neighborhood Association in any other capacity and receiving compensation therefor.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Neighborhood Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election of the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Neighborhood Common Areas and the personal conduct of the members and those delegated use of same under the Declaration and to establish penalties for infractions thereof;

(b) contract on behalf of the Neighborhood Association and manage the lands conveyed to the Neighborhood Association

and exercise for the Neighborhood Association all powers, duties and authority vested in or delegated to this Neighborhood Association and not reserved to the membership by other provisions of these By-Laws, by the Certificate of Incorporation, or by the Declaration;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) to engage managerial staff, independent contractor(s) or other employee(s) as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessments against each unit at least fifteen (15) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law or equity against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue

upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Neighborhood Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate

(g) cause the Neighborhood Common Areas and Trail System to be maintained;

(h) to contract for and pay for management services with The Luther Forest Community Association, and to recoup cost thereof.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice-President, who shall at times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Neighborhood Association shall be elected annually by the Board and each shall

hold office for one (1) year unless he shall sooner resign, or shall be removed, otherwise disqualified to serve, or his successor elected and installed.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Neighborhood Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the Board pursuant to these By-Laws. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all contracts, leases, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Neighborhood Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Neighborhood Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Neighborhood Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Neighborhood Association; keep proper books of account; cause an annual audit of the Neighborhood Association books to be made by

a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and send or deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out the purposes of the Neighborhood Association.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Neighborhood Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Certificate of Incorporation and the By-Laws of the Neighborhood Association shall be available for inspection by any member at the principal office of the Neighborhood Association where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Neighborhood Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assess-

ment shall bear interest from the date of delinquency at the maximum rate permitted by New York State Law, and the Neighborhood Association may bring an action at law or equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fee of any such action shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his unit.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class C membership.

Section 2. In the event of conflict or inconsistency among the governing documents, the Declaration, and any Supplemental Declarations shall prevail over the Certificate, which shall prevail over the By-Laws.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Neighborhood Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the FOX WANDER EAST NEIGHBORHOOD ASSOCIATION, INC., have hereunto set our hands this day of , 1979.

WILLIAM R. MACKAY

CAROL LUTHER MACKAY

HERBERT B. SUNSHINE

PHILIP M. JURAVEL

BRUCE KIRKPATRICK

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

WILLIAM R. MACKAY, CAROL LUTHER MACKAY, HERBERT B. SUNSHINE,
PHILIP M. JURAVEL, and BRUCE KIRKPATRICK, each being duly sworn,
deposes and says and each for himself and herself deposes and says:

That he and/or she is one of the persons described in and
who executed the foregoing Instrument.

That he and/or she is of full age, a citizen of the United
States and a resident of the State of New York.

WILLIAM R. MACKAY

CAROL LUTHER MACKAY

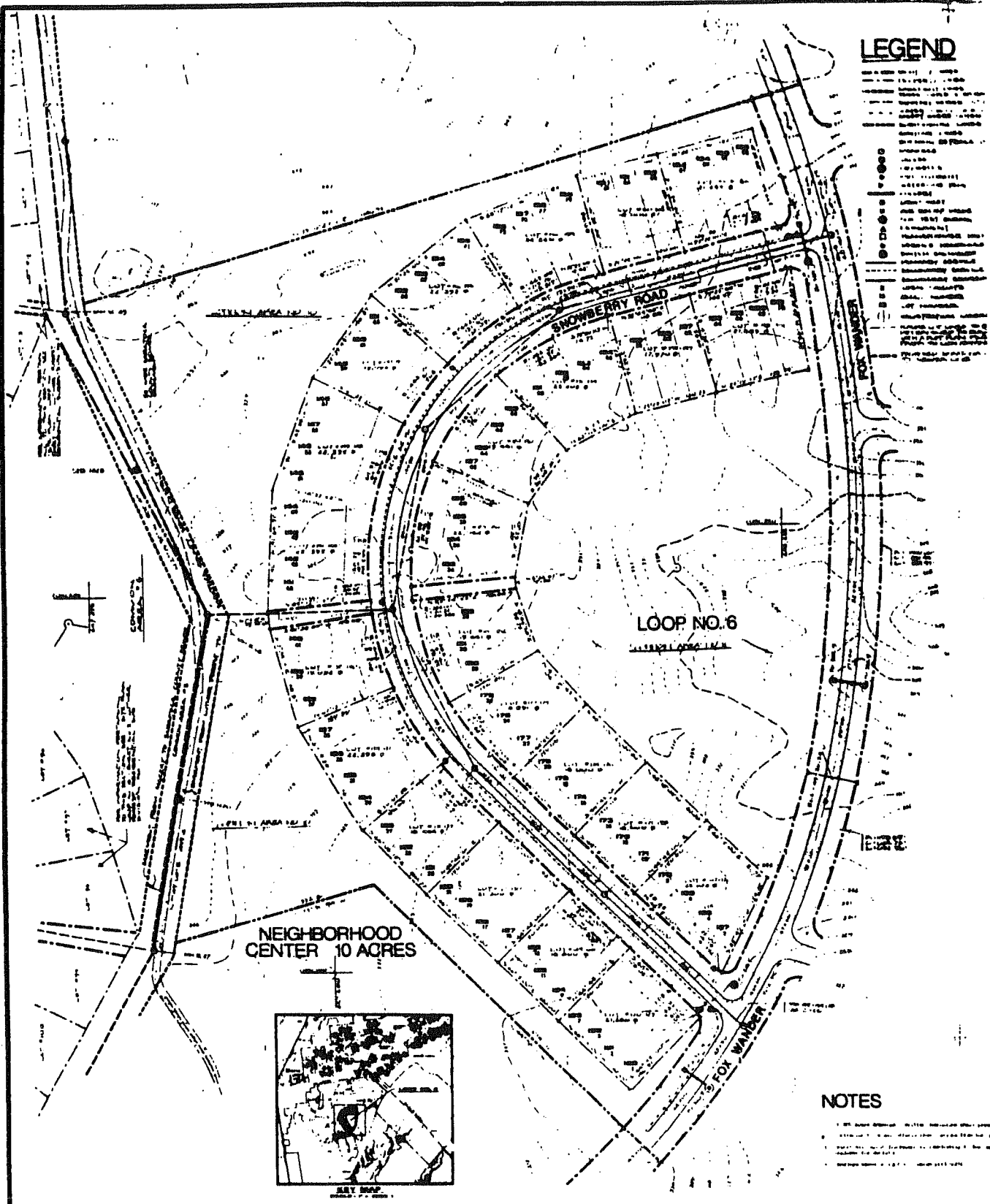
HERBERT B. SUNSHINE

PHILIP M. JURAVEL

BRUCE KIRKPATRICK

Sworn to before me this
day of 1979.

Notary Public



Peter E. Kent **E**ngineers

11622 of Subdivision (and) Certificate No. 1280

SCALE 1" = 80'

DATE: MARCH 20, 1979

REVISIONS

1. TO SHOW THE PROPOSED LOTS

2. TO SHOW THE PROPOSED STREETS

3. TO SHOW THE PROPOSED UTILITIES

4. TO SHOW THE PROPOSED LANDSCAPE

5. TO SHOW THE PROPOSED FURNITURE

6. TO SHOW THE PROPOSED SIGNAGE

7. TO SHOW THE PROPOSED LIGHTING

8. TO SHOW THE PROPOSED SECURITY

9. TO SHOW THE PROPOSED MAINTENANCE

10. TO SHOW THE PROPOSED PARKING

Town of Malta	1758 Front Street
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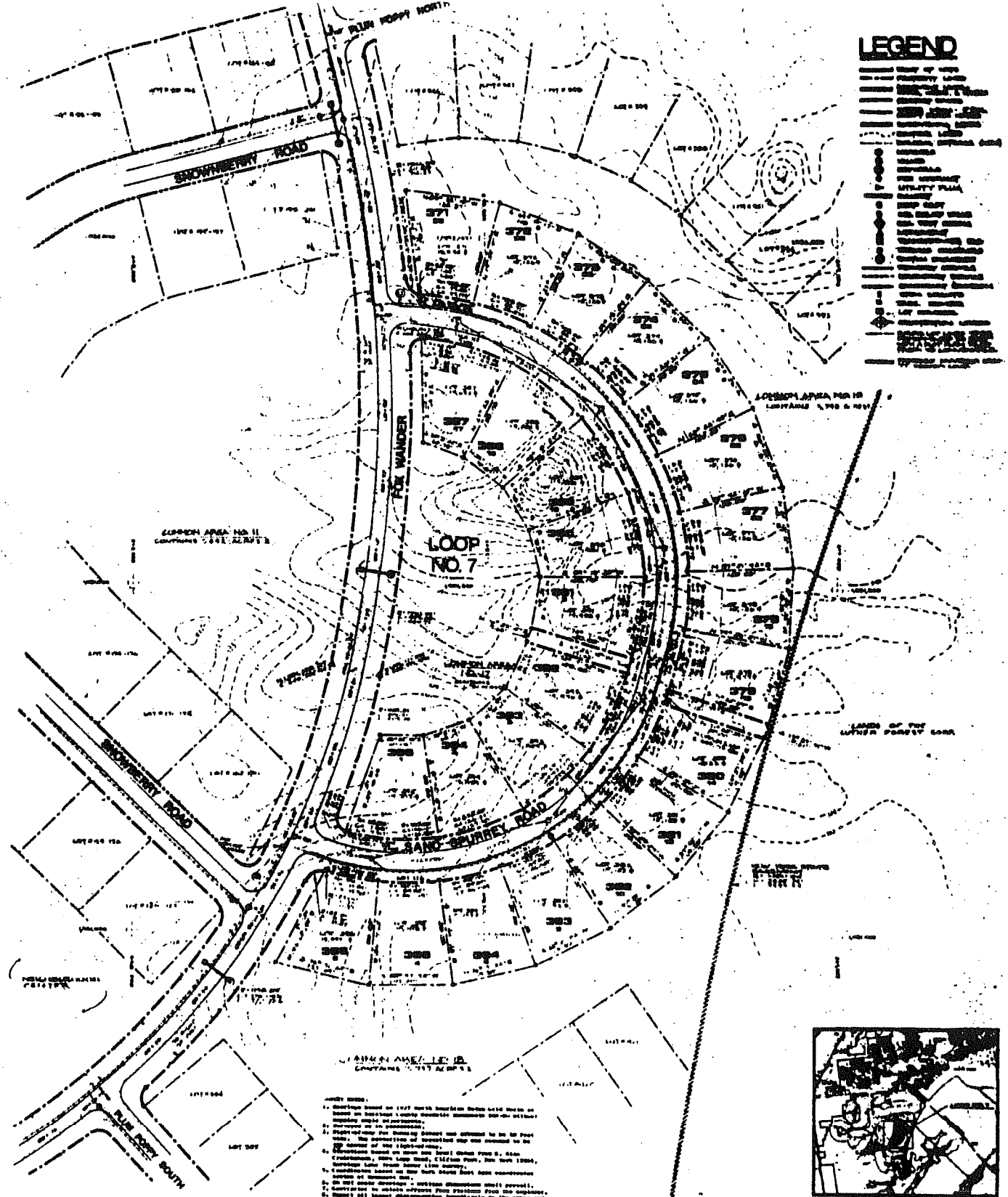
the **Luther Forest**

RESIDENTIAL SUBDIVISION NO. 2
TOWN of MALTA, SARATOGA CO.

1

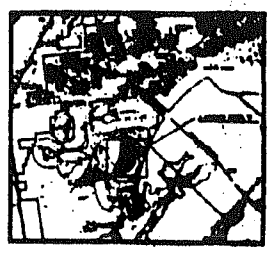
SITE PLAN SHEET

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- ### LEGEND
- Contour Lines
 - Property Lines
 - Easements
 - Sewer Lines
 - Water Lines
 - Gas Lines
 - Electric Lines
 - Telephone Lines
 - Fire Hydrants
 - Streetlights
 - Utility Poles
 - Storm Sewers
 - Sanitary Sewers
 - Water Mains
 - Gas Mains
 - Electric Mains
 - Telephone Mains
 - Fire Hydrant Connections
 - Streetlight Connections
 - Utility Pole Connections
 - Storm Sewer Connections
 - Sanitary Sewer Connections
 - Water Main Connections
 - Gas Main Connections
 - Electric Main Connections
 - Telephone Main Connections
 - Fire Hydrant Connections
 - Streetlight Connections
 - Utility Pole Connections
 - Storm Sewer Connections
 - Sanitary Sewer Connections
 - Water Main Connections
 - Gas Main Connections
 - Electric Main Connections
 - Telephone Main Connections

- NOTES:**
1. All lots are based on 1977 State Survey and are subject to change.
 2. All lots are subject to the provisions of the Subdivision Map Act.
 3. The subdivision is subject to the provisions of the Subdivision Map Act.
 4. The subdivision is subject to the provisions of the Subdivision Map Act.
 5. The subdivision is subject to the provisions of the Subdivision Map Act.
 6. The subdivision is subject to the provisions of the Subdivision Map Act.
 7. The subdivision is subject to the provisions of the Subdivision Map Act.
 8. The subdivision is subject to the provisions of the Subdivision Map Act.
 9. The subdivision is subject to the provisions of the Subdivision Map Act.
 10. The subdivision is subject to the provisions of the Subdivision Map Act.



Peter E. Kent
Engineers

19622 at schoolhouse pond, Cambridge, NY 12018

DATE: MAY 15, 1979

REVISIONS:
REVISION NUMBER: 3
DATE: 1/18/82
DRAWN BY: [Name]
CHECKED BY: [Name]

SCALE: 1" = 50'

the Luther Forest™

RESIDENTIAL SUBDIVISION NO. 3
TOWN OF MALTA,
SARATOGA CO.

LOT 2

APPENDIX "B"

