

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, EASEMENTS AND RESTRICTIONS
OF
WEATHERFIELD PARK PHASE I HOMEOWNERS' ASSOCIATION, INC.
Town of Guilderland, County of Albany, New York 12186**

SPONSOR:

**DONALD ZEE, PC
2 COMPUTER DRIVE WEST
SUITE 100
ALBANY, NY 12205**

**DATE OF AMENDED AND
RESTATED DECLARATION:**

May 10, 2021

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, EASEMENTS AND RESTRICTIONS**

WHEREAS, the Declaration of Covenants, Easements and Restrictions for Weatherfield Park Phase I was duly filed in the Offices of the Albany County Clerk's Office on December 14, 1984 in Book 2275 at page 313 (hereinafter "DECLARATION.")

WHEREAS, the Declaration was revised on the 1st day of August, 2009 and said First Amendment to the Declaration was not recorded in the Offices of the Albany County Clerk.

WHEREAS, the ASSOCIATION is required under the By-Laws (dated the 14th day of December, 1984) to elect a Board of Directors who are delegated the responsibility of enforcing the Declaration for the certain real property located in the Town of Guilderland, Albany County, State of New York more particularly shown on Maps entitled "Phase One Weatherfield at the Albany Country Club, Guilderland, N.Y." prepared by the L.A. Partnership dated August 11, 1983 and last revised March 23, 1984 (the "Maps") and filed in the office of the Albany County Clerk on June 5, 1984, in Drawer 172 Map 6069; and

WHEREAS, the slant line (///) shaded portions of the Maps indicate portions of the Lots (as hereinafter defined) which are subject to scenic easements (the "Scenic Easements") for the benefit of the Association and the Owners (as hereinafter defined); and

WHEREAS, the plan for the development of said real property has received the approval of the Planning Board of the Town of Guilderland; and

WHEREAS, the ASSOCIATION desires to subject certain of the lots described on the Maps and listed in Exhibit "A" attached hereto (collectively the "Lots" and individually each a "Lot") to certain covenants, easements and restrictions, hereinafter set forth, each and all of which are for the benefit of said Lots and each owner (hereinafter defined) and are enforceable by the Association (as hereinafter defined) as hereinafter provided; and

WHEREAS, the members of the Weatherfield Park, Phase I voted at its December 4, 2019 annual meeting to further Amend the Declaration.

Now, the DECLARATIONS, COVENANTS, EASEMENTS AND RESTRICTIONS for Weatherfield Park, Phase I is hereby further Amended and Restated as follows:

FIRST: The word and term "OWNER" as used herein shall be deemed to be the record title owner of any Lot subject to this Declaration.

The word and term "SPONSOR" referenced the Original Declaration of the Declaration, Covenants, Easements and Restrictions for Weatherfield Park, Phase I.

The word and term "STREET" as used herein shall be deemed to mean any street, highway or other thoroughfare as shown on the Maps, whether designated as street, avenue, boulevard, road, drive or otherwise.

The word and term "ASSOCIATION" shall mean the Weatherfield Park Phase I Homeowners' Association, Inc., a not-for-profit corporation organized under the laws of the State of New York to provide for the maintenance, preservation and architectural control of a portion of the real property described on the Maps.

The word and term DECLARATION is herein defined as the Scenic Easements and the Common Areas.

SECOND: The DECLARATION PROPERTY shall run with the land and shall provide, with respect to the Scenic Easement Area that:

(A) The owner may only remove live bushes and trees two (2) inches or smaller in diameter at the ground, may remove dead and dying bushes or trees of any size. The Owner of the Lot may not construct or place any fences, structures, paths, signs or other obstructions on the Scenic Easement area except with the permission of the ASSOCIATION. All landscaping shall be done at the sole expense and obligation of the Owner of the Lot unless otherwise provided by agreement between the Owner and the ASSOCIATION.

(B) The ASSOCIATION may direct an Owner of a Lot to remove dead or diseased or insect infested bushes, trees (and their associated stumps) or other vegetation from his Lot. If the Owner refuses or fails to comply within a thirty day period (except where weather conditions do not permit compliance within such time, in which case the term for compliance shall be extended by the ASSOCIATION for up to seven months), the ASSOCIATION may remove such dead, diseased or insect infested bushes, trees (and their associated stumps) or other vegetation, all at the sole cost and expense of the Owner of the Lot.

(C) The ASSOCIATION may not construct or place any structures, paths, signs or other obstructions on the easement area, or landscape the Scenic Easement area other than as provided in this Declaration.

THIRD: Every person or entity who is a record Owner of a fee interest or undivided fee interest in any Lot which is subject to the terms of this Declaration shall be obligated to pay its share of all costs and expenses incurred by the ASSOCIATION pursuant to this Declaration in connection with the operation of the ASSOCIATION (the "Association Expenses") and maintenance of Declaration Property and shall be a member of the ASSOCIATION. The Board of Directors of the ASSOCIATION annually shall assess charges to the Owners to pay Association Expenses, and any late fees imposed by the Board of Directors, in the manner provided for in the By-Laws of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any Lot so long as said Lot is subject to the terms and provisions of this Declaration. This obligation shall be set forth in the respective deeds to the Lots conveyed.

FOURTH: Each Owner shall grant a right of access to his Lot and the Declaration Property, and the ASSOCIATION shall grant a right of access to the Declaration Property in connection with any further development of, or construction on, the property described on the Maps provided that access thereto shall not be exercised with respect to any Lot in such manner as will unreasonably interfere with the use of such Lot for its permitted purposes.

FIFTH: No dwelling, building, fence, garage or other structure shall be erected, altered, constructed, reconstructed or moved on the Lots until the design and location thereof any accompanying landscaping shall be approved in writing by the ASSOCIATION. Any Owner or potential Owner desiring to so proceed shall submit building plans showing planned landscaping, plus a building permit application to the ASSOCIATION, at least thirty (30) days prior to the date such Owner or potential Owner needs a decision. In the event that the ASSOCIATION, as the case may be, shall fail to answer any written reasonably detailed request for such approval within thirty (30) days after such request is received, such failure to respond shall constitute consent to such request. Any dwelling or structure constructed within the set-back area described below (a "Set-Back" being a line parallel to, and a fixed distance from, the lot line of a Lot) is approved by the ASSOCIATION as to location for the purposes of this DECLARATION, provided however, that if any of the area described below is located on the portion of any Lot which is subject to the Scenic Easements, said portions in not approved as to location for any dwelling or any other structure:

(A) For those Lots described on Exhibit B attached hereto, within the Set-Back lines shown on the Maps;

(B) For those Lots described on Exhibit C attached hereto, the following minimum Set-Backs:

- (i) 30 foot front yard Set-Back
- (ii) 25 foot rear yard Set-Back
- (iii) 10 foot side yard Set-Back on each side

(C) For those Lots described on Exhibit D attached hereto, upon which 2-unit garden homes shall be constructed, the following minimum Set-Backs:

- (i) 30 foot front yard Set-Back
- (ii) 25 foot rear yard Set-Back
- (iii) 15 foot side yard Set-Backs for the side of each unit no part of which is a common wall with the other Unit.

(D) For those Lots described on Exhibit E attached hereto, upon which multi-unit carriage homes shall be constructed, the following minimum Set-Backs:

- (i) 30 foot front yard Set-Back
- (ii) 25 foot rear yard Set-Back
- (iii) 15 foot side yard Set-Backs for the side of each unit no part of which is a common wall with the other Unit.

(E) For those lots described on Exhibit F attached hereto, upon which multi-unit carriage homes shall be constructed, the following minimum Set-Backs:

- (i) 30 foot front yard Set-Back
- (ii) 25 foot rear yard Set-Back

(iii) 12.5 foot side yard Set-Backs for the side of each unit no part of which is a common wall with the other Unit.

With respect to those lots listed in Exhibit C, D, E and F attached hereto, the setback lines as shown on the Maps are not intended in any way to limit the set-back area described in subparagraphs (B) through (E) of this paragraph FIFTH.

SIXTH: No tent, shack, trailer (or similar structure), boat or motorized vehicle shall be used as a dwelling on a Lot or Street either temporarily or permanently.

SEVENTH: No signs, billboards or advertising media shall be erected or maintained on the Lots, with the exception of one temporary sign indicated a Lot is for sale.

EIGHTH: Trucks, trailers, boats, motorcycles, scooters and commercial and recreational vehicles must be kept in the garage overnight, with the exception by approval of at least one member of the Board of Directors that such restriction is waived for a period of not more than 48 hours, and unless otherwise extended by a majority vote by the Board of Directors. Any form of sports utility vehicle, such vehicle being defined as a generic vehicle similar to a station wagon but built on a light-truck chassis, is specifically exempted from the regulation. In addition, all trees, shrubs and other large vegetation which are approved for removal and removed from the property at the owner's sole expense wherein such trees, shrubs and other large vegetation were in plain sight of the street or common areas must be completely removed. This includes without limited, removal of all stumps and undergrowth, leaving the ground in a condition consistent with the established lawn and landscaping.

NINTH: Only "umbrella" type clotheslines may be erected in the subdivision and then only on Lots other than Lots which abut the Albany Country Club. Where permitted, one "umbrella" type clothesline may be maintained on the rear of such Lot.

TENTH: All trash, garbage receptacles, unusable and/or broken equipment of any kind and lawn clipping bags must be stored out of sight, except on those day(s) of the week when trash, garbage, unusable and/or broken equipment of any kind and lawn clipping bags are removed either by the Town of Guilderland or by private trash removal firms. In addition, and without limitation, all pay sets of any kind, athletic/sports equipment, trampolines or any other equipment wherein such objects are visible from the street, abutting Albany Country Club or otherwise in plain sight of neighbors, shall be removed and stored out of sight when not in use.

ELEVENTH: The Lots shall be used for private residence purposes only and exclusively.

TWELFTH: There shall not be erected, permitted, maintained or carried on or upon any Lot, or any part thereof, any saloon, manufacturing establishment, stable, kennel, cattle yard, hog

pen, chicken coop, privy vault, nor shall any horse, cattle, hogs, chicken or livestock be kept or maintained thereon.

THIRTEENTH: No noxious or offensive activity shall be carried on or upon any Lot or Lots or the Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. For clarity, loud sounds (e.g. wind chimes or other sound making devices) which are persistent are forbidden. Use of lawn equipment during reasonable hours for the purpose of property maintenance is specifically excluded from this regulation.

FOURTEENTH: All front light, mail and paper boxes shall reasonably conform to the style designed by the ASSOCIATION and as approved by the Board of Directors, as such style conformance may change from time to time by approval of the ASSOCIATION and Board of Directors.

FIFTEENTH: All exterior surfaces including driveways on the Lots requiring periodic painting, cleaning, washing or other maintenance shall be given such attention regularly and thoroughly so as to maintain a neat and clean appearance at all times. With respect to those Lots listed in Exhibit D attached hereto, the decision of all and with respect to those Lots listed in Exhibits E and F attached hereto, the majority decision, of the Owners of connected units shall control as to when said units shall be painted or stained as the case may be. The color, design or components of a principal exterior building material, a principal exterior building element, a fence or any structure on a Lot shall not be changed from that present when the Owner took possession of the property unless said Owner has received the prior written approval of the ASSOCIATION. For clarity, any change to a structure acceptable within the meaning of these Declarations, made by one member of the ASSOCIATION, who resides in a townhouse contiguous with others, shall be made by the others within the contiguous group if necessary in order to maintain continuity. Such changes include with limitation, painting, repair and maintenance of the siding, driveway sealing or replacement, lawn and landscape maintenance, replacement of window encasements and roof covering. In addition, all structures within the ASSOCIATION shall maintain the color of their single family home or townhouse within two shades of the current color of the home. If there is a dispute as to shade, the Board of Directors, at their sole discretion, will decide if the proposed color is within the guidelines. The Board of Directors may use the Pantone Color Charts or any other general accepted method of determining variations in color in making a final judgment.

SIXTEENTH: With respect to those Lots listed in Exhibits D, E and F attached hereto, if a roof overhang encroaches any adjoining Lot, easements are reserved over the adjoining Lot for such purpose.

SEVENTEENTH: With respect to these Lots listed in Exhibits G and H attached hereto, permanent easements, as described below, of ingress and egress for maintenance purposes are granted in and over those Lots listed in Exhibit G attached hereto (for the purposes of this

paragraph, the “Exterior Lots”) and in and over the Interior Lots (as hereinafter defined) for the benefit of those Lots listed in Exhibit H attached hereto (for the purposes of this paragraph, the “Interior Lots”), provided however that all easements granted by the paragraph Seventeenth may be utilized only on the condition that the Owner of the Lot which benefits from such easement (the “Dominant Lot”) agrees to promptly repair any and all damage to the Lot over which such easement is exercised (the “Servient Lot”), caused by the Dominant Lot Owner’s use of the easement granted over the Servient Lot:

(A) A 10-foot wide easement along the side yard lot line and the rear lot line of each Exterior Lot for the benefit of the Interior Lot contiguous to such Exterior Lot and any Interior Lots contiguous to such Interior Lot;

(B) A 10-foot wide easement along the rear yard lot line for each Interior Lot for the benefit of any Interior Lot contiguous thereto (for purposes of this subparagraph (B), the “Beneficiary Interior Lot) and any Interior Lot contiguous to the Beneficiary Interior Lot;

(C) An easement in and over the side yard and rear yard of each Exterior Lot for the benefit of the Interior Lot contiguous to such Exterior Lot and any Interior Lots contiguous to such Interior Lot, provided, however, that said easement may only be utilized on the following additional conditions:

(i) Reasonable notice is given to the Owner of the Exterior Lot over which said easement is to be utilized; and

(ii) The easement granted pursuant to subparagraph (A) of this paragraph seventeenth is not sufficient for the ingress and egress of the equipment needed to maintain the Interior Lot or the dwelling located thereon.

(D) An easement in and over the rear yard in each Interior Lot for the benefit of any Interior Lot contiguous thereto (for the purposes of this subparagraph (D), the Beneficiary Interior Lot”) and any Interior Lot contiguous to the Beneficiary Interior Lot, provided, however, that said easement may only be utilized on the following additional conditions:

(i) Reasonable notice is given to the Owner of the Interior Lot over which said easement is to be utilized; and

(ii) The easement granted pursuant to subparagraph B of this paragraph seventeenth is not sufficient for the ingress and egress of the equipment necessary to maintain the Interior Lot or dwelling located thereon.

EIGHTEENTH: The BOARD OF DIRECTORS may by resolution create such other committees as it shall deem appropriate and such committees shall have such powers and authority as the BOARD OF DIRECTORS shall vest therein. The members of any such committee, at least

one of whom shall be designated by the SPONSOR so long as the SPONSOR has the right to designate a member of the BOARD OF DIRECTORS, shall be appointed by the president of the ASSOCIATION. Such committee shall not have power to do any act which the Executive Committee may perform.

NINETEENTH:

(A) COMPLIANCE COMMITTEE. The BOARD OF DIRECTORS is authorized to form a committee for the investigation, notification and punishment of violations of the ASSOCIATION, DECLARATION, BY-LAWS and Committee Rules and Regulations, known as the COMPLIANCE COMMITTEE

Investigation, notification, remediation and punishment, for violations of the DECLARATION, BY-LAWS and the RULES AND REGULATIONS of the ASSOCIATION pertaining to the appearance and use of the ASSOCIATION Property, and all Member owned properties within the ASSOCIATION; shall be the responsibility of the COMPLIANCE COMMITTEE, acting under the jurisdiction of, and pursuant to RULES AND REGULATIONS adopted by, the BOARD OF DIRECTORS, and as may otherwise be provided in this SECTION. The evaluation of objections to plans for ASSOCIATION property, rejected by the ARCHITECTURAL COMMITTEE subject to SECTION 12B), sub paragraph 3.

The COMPLIANCE COMMITTEE shall consist of three (3) individuals and shall be appointed by the BOARD OF DIRECTORS. Two (2) of these members shall be homeowners who are not members of the BOARD OF DIRECTORS. One (1) member shall be a member of the BOARD OF DIRECTORS and shall act as Chairman of the Committee. The Chairman will act as the deciding vote in the event of any stalemate. The Chairman will also be responsible for reporting to the ARCHITECTURAL COMMITTEE and the BOARD OF DIRECTORS as needed.

(i) FUNCTION OF COMPLIANCE COMMITTEE. Should any OWNER, members of such OWNER's family, his employees guests, lessees, licensees or other invitees fail to comply with any of the provisions of the DECLARATION, the By-Laws, the Certificate of Incorporation and/or the RULES AND REGULATIONS of the ASSOCIATION, and as such may be amended from time to time, in addition to powers as set forth in the DECLARATION, the Committee shall follow the procedures outlined in sub paragraphs 2 through 8 herein.

The COMPLIANCE COMMITTEE shall be responsible for ensuring compliance with the provisions of the DECLARATION, By-Laws, the Certificate of Incorporation and the RULES AND REGULATIONS of the ASSOCIATION for the benefit of the OWNERS and the ASSOCIATION and evaluate any objections pertaining to the rejection of ASSOCIATION member plans by the ARCHITECTURAL COMMITTEE.

(ii) CONFORMATION OF VIOLATION. In the event the that the COMPLIANCE COMMITTEE has reason to believe that a violation exists or has occurred, the COMPLIANCE

COMMITTEE first shall investigate the alleged existence or occurrence of such violation and, confirm or deny the violation.

(iii) VIOLATION BY A VISITING NON-MEMBER. In the event the violator is a person other than an OWNER, or member of such OWNER's immediate family, copies of all notices required to be given to the violator under this DECLARATION, the BY-LAWS or the Certificate of Incorporation shall also be given to the OWNER of the unit responsible for such violator.

(iv) INFORMAL ENFORCEMENT. If it is found that a violation exists the COMPLIANCE COMMITTEE shall attempt to obtain compliance informally, by discussing the alleged violation(s) with the violator, and shall seek corrective actions in order to obtain compliance with respect to such violation(s) and seek to obtain assurance of future compliance to prevent prospective violation(s).

(v) FORMAL ENFORCEMENT. Should this informal procedure prove unsatisfactory or not secure future compliance, the COMPLIANCE COMMITTEE shall then send a written notice to the violator. If such person is not an OWNER, to the OWNER who brought such person onto the property, notifying such person of the claimed violation, requesting, as applicable, either corrective action(s) be taken with respect to the violation, or an assurance that a similar violation will not occur in the future. Such notice shall establish a date for compliance; which compliance shall mean to include an assurance of future compliance.

(vi) COMPLIANCE. Following request for compliance, if compliance is met, such compliance will dispose of the matter as of the date of conformation of compliance by the COMPLIANCE COMMITTEE.

(vii) FAILURE TO COMPLY. Should compliance not be met within the time requested, the COMPLIANCE COMMITTEE shall then be authorized, at its discretion and notwithstanding any provisions of these BY-LAWS to the contrary, to impose a monetary and/or non-monetary penalty in accordance with guidelines and penalties established by the BOARD OF DIRECTORS, the amount and/or severity of which shall be reasonably related to the violation, the purpose of which shall be to deter similar violations in the future by the same or any other person.

(viii) CONTINUED VIOLATION. Failure to correct the condition or situation which leads to the first fine, within a period of twenty (20) days after the initial monetary penalty becomes finally due and payable, shall constitute a second offense. For every week following the second offense in which there is a failure to correct such condition or situation, such failure shall constitute an additional offense for every week that there is a failure to

correct the condition or situation. Notice of the imposition of such fine or fines, including fines imposed for any second or subsequent offense(s), shall be mailed to the violator and/or the OWNER responsible for such violator, and shall be paid to the ASSOCIATION within ten (10) days from the date of such notice, unless the violator, if an OWNER, or the OWNER responsible for such violator, requests the right to be heard concerning the matter, within such ten (10) day period, as hereinafter set forth. Should the fine not be paid within such ten (10) day period and if a request to be heard is not received within the said ten (10) day period, the amount of the fine shall be added to the OWNER's assessments on the first of the month following the termination of the ten (10) day period above set forth, and shall be a lien upon the OWNER's unit. In the event of a hearing request, all fines that otherwise may be imposed during the pendency of the hearing and final determination by the COMPLIANCE COMMITTEE shall be held in abeyance pending final determination by the ARCHITECTURAL COMMITTEE.

(ix) APPEALS TO COMPLIANCE COMMITTEE'S DETERMINATIONS. Should the violator, or the OWNER responsible for the violator, object to the imposition of a non-monetary penalty or a fine or the extent of a fine, by the COMPLIANCE COMMITTEE, the violator or the OWNER, as applicable, may request a hearing, before the ARCHITECTURAL COMMITTEE to resolve the issue. An objecting person shall request a hearing in writing, directed to the ARCHITECTURAL COMMITTEE, within thirty (30) days of his receipt of notice of the imposition of any non-monetary penalty or any fine.

(x) INJUNCTIVE RELIEF. Nothing contained in this SECTION shall waive the rights of, or be deemed to be an election of remedies by, the BOARD OF DIRECTORS or the ASSOCIATION to enforce compliance with the provisions of the DECLARATION, the BY-LAWS or any Rules or Regulations by injunctive relief or by the use of any other lawful means that may be employed to enforce such compliance.

(xi) OBJECTIONS TO ARCHITECTURAL COMMITTEE DECISIONS. Any OWNER who is a member of the ASSOCIATION, who desires to object to the denial of any plans by the ARCHITECTURAL COMMITTEE, may request a hearing in writing, directed to the COMPLIANCE COMMITTEE, within thirty (30) days of their receipt of the ARCHITECTURAL COMMITTEE's decision. The COMPLIANCE COMMITTEE shall meet within thirty (30) days thereafter or at a regularly scheduled meeting, whichever comes first, on notice to the OWNER, to hear and dispose of the matter or at such time as may be mutually agreed upon by the objecting OWNER and Committee. At such hearing, the objecting OWNER, a person or persons designated by such OWNER who may assist or advise the OWNER during the hearing, any person or persons who may be requested by the OWNER or by the COMPLIANCE COMMITTEE to provide support to the

position of either party at the hearing, and one (1) or more members of the ARCHITECTURAL COMMITTEE, may be present at the hearing and be heard.

The COMPLIANCE COMMITTEE shall sustain any decision by the ARCHITECTURAL COMMITTEE if it determines that there was a reasonable basis for the determination. The COMPLIANCE COMMITTEE shall make a determination within fifteen (15) days of the hearing. If the Committee's decision is in favor of the OWNER, the OWNER shall be deemed to have received approval with respect to the matter that was the subject of the hearing. The decision of the COMPLIANCE COMMITTEE shall, to the extent permitted by law, be final and binding upon all parties.

(B) ARCHITECTURAL COMMITTEE. The BOARD OF DIRECTORS is authorized to form a committee for the approval of changes to ASSOCIATION property and property covered by the ASSOCIATION, and determinations made by the COMPLIANCE COMMITTEE, known as the ARCHITECTURAL COMMITTEE.

Enforcement of the provisions of the Declaration, By-laws and the Rules and Regulations of the ASSOCIATION pertaining to the appearance of the ASSOCIATION property, the lots and all exterior surfaces of structures on the lots and relating to any change in use or any improvements, additions, modifications or alterations to ASSOCIATION property, the lots or the exterior surfaces of structures on the lots shall be the responsibility of the ARCHITECTURAL COMMITTEE, acting under the jurisdiction of, and pursuant to Rules and Regulations adopted by the BOARD OF DIRECTORS, and as may otherwise be provided in this SECTION.

The Committee shall be composed of three (3) or more persons, as determined by the BOARD OF DIRECTORS, and shall be designated as the ARCHITECTURAL COMMITTEE, whose members will serve at the pleasure of the BOARD OF DIRECTORS. Members shall be appointed for terms of two (2) years, subject to removal, with or without cause, by the affirmative vote of sixty percent (60%) of the entire BOARD OF DIRECTORS. One member, shall be a member of the BOARD OF DIRECTORS, and shall act as the Chairman of the committee. The Chairman will act as the deciding vote in the event of a stalemate. The Chairman will also be responsible for reporting to the COMPLIANCE COMMITTEE and the BOARD OF DIRECTORS as needed.

(i) FUNCTION OF ARCHITECTURAL COMMITTEE. The Architectural Committee shall be a permanent committee of the ASSOCIATION.

The Committee shall decide on the following:

(a) All proposed additions, modifications, replacements, repairs or alterations to the ASSOCIATION Property, the Lots or the exterior surfaces of the structures on the Lots;

(b) All site changes or improvements, including, but not limited to, lawns, landscaping, walks, roadways, fencing, site lighting, driveway alterations or paving, patios, swimming pools, basketball hoops, satellite dishes, short wave radio antennas,

fountains or other front yard lawn ornamentation, artwork, sheds, dog houses, woodpiles, exterior doors, garage doors and windows, paint colors, gardens areas and anything visible from the street or adjoining property; the Lots or the exterior surfaces of the structures on the Lots, or any additional amenities, design, location, elevation and material thereof relative to ASSOCIATION Property.

(c) It shall serve in a review capacity to the determinations of the COMPLIANCE COMMITTEE, subject to sub paragraph 13 of this SECTION.

(d) Perform such other functions as may be assigned by the BOARD OF DIRECTORS from time to time.

(ii) SUBMISSION OF PLANS TO ARCHITECTURAL COMMITTEE.

No change, improvement, addition, modification, alteration, replacement or repair shall be made on or to any portion of the ASSOCIATION property or to the lots or to the exterior surfaces of structures located thereon unless and until a plan or plans therefore, in such form and detail as the ARCHITECTURAL COMMITTEE requires, shall have been submitted to and reviewed by the ARCHITECTURAL COMMITTEE. Fees and expenses which may be charged by architects, engineers or attorneys in connection with the review of such plans shall require prior approval.

(iii) BASIS FOR DENIAL OF PLANS BY ARCHITECTURAL COMMITTEE. The ARCHITECTURAL COMMITTEE may deny any plans submitted for any of the following reasons:

(a) Failure of such plans to comply with the Covenants and Restrictions contained in this Declaration;

(b) Failure to include information in such plans as reasonably requested by the ARCHITECTURAL COMMITTEE;

(c) Objection to the plan, exterior design, appearance of materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion and style of architecture;

(d) Incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses within the Property;

(e) Failure of the applicant to furnish the ARCHITECTURAL COMMITTEE proof that insurance in the form and amount satisfactory to the ARCHITECTURAL COMMITTEE has been obtained and will be maintained for the appropriate period of time by the applicant.

(f) Failure of proposed improvements to comply with any zoning, building, health or other governmental laws, codes, ordinances, and rules and regulations; or

(g) Any other matter which, in the reasonable judgment of the ARCHITECTURAL COMMITTEE, would render the proposed improvement use or uses inconsistent or incompatible with the general plan of improvement of the Property, including any possible adverse impact on the use and enjoyment of the Property by any other OWNER or occupant.

(iv) APPROVAL BY ARCHITECTURAL COMMITTEE. Upon a vote by The Committee for approval, or qualified approval, the notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved in the ASSOCIATION's permanent records (together with such qualifications or conditions, if any) and, if ASSOCIATION property is affected, advise the OWNERS of the costs involved in implementing such plans, such costs to be a Special Assessment unless the plans are for a change, improvement, addition, alteration, or repair or replacement budgeted for in the RESERVE ACCOUNT.

Once plans have been approved for a home, they may not be revoked unless the ARCHITECTURAL COMMITTEE determines that: (i) the work currently being performed is not in substantial conformity with the approved plans or in good workmanlike manner; (ii) adequate insurance is not being maintained by the applicant; (iii) appropriate permits have not been obtained, maintained and/or complied with; or (iv) a period of six (6) months has passed from date of approval of the plans and the alterations, modifications or improvements have not been commenced.

(v) ACTION WITHOUT APPROVAL. In the event any OWNER or group of OWNERS take any action that requires ARCHITECTURAL COMMITTEE review and approval, without first applying for approval, shall be notified in writing of their violation of the DECLARATION, the BY-LAWS or RULES AND REGULATION adopted herein and shall be required to cease such action until the requirements have been met.

(vi) WRITTEN NOTIFICATION OF DISAPPROVAL. In any case where the ARCHITECTURAL COMMITTEE denies any plans submitted; the Committee shall notify the applicant in writing, accompanied by a statement of the grounds upon which such action was based as set forth in sub paragraph 3 hereof. In any such case, the ARCHITECTURAL COMMITTEE shall, if requested and if practicable, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

(vii) FAILURE OF ARCHITECTURAL COMMITTEE TO ACT. If any applicant has not received notice from the ARCHITECTURAL COMMITTEE approving

(including qualified approval) or disapproving any plans within sixty (60) days after submission thereof, said applicant may notify the ARCHITECTURAL COMMITTEE of that fact in writing. Such notice shall be sent by certified mail, return receipt requested. The plans shall be deemed approved by the ARCHITECTURAL COMMITTEE twenty (20) days after the date of receipt of such notice if no decision is rendered by the ARCHITECTURAL COMMITTEE within said twenty (20) day period.

(viii) OBJECTIONS TO ARCHITECTURAL COMMITTEE DECISIONS.

Should an OWNER, object to the denial of a plan submitted to the ARCHITECTURAL COMMITTEE, the OWNER, as applicable, may request a hearing before the COMPLIANCE COMMITTEE to resolve the issue. Such objecting person shall request such hearing in writing, directed to the ARCHITECTURAL COMMITTEE, within thirty (30) days of his receipt of notice of denial.

(ix) LIABILITY. No action taken by the ARCHITECTURAL COMMITTEE or any Member of a subcommittee, employee or agent thereof shall entitle any person to rely thereon, with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of any building or other portion of the property. Neither the ASSOCIATION, the BOARD OF DIRECTORS, the ARCHITECTURAL COMMITTEE, nor any Member, subcommittee, employee or agent shall be liable to anyone submitting plans to them for approval, or to any OWNER or any other person, in connection with a submission of plans, or the approval or disapproval thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person or other entity submitting plans to the ARCHITECTURAL COMMITTEE agrees, by submission of such plans, to defend, indemnify and hold harmless the ASSOCIATION, the BOARD OF DIRECTORS and the ARCHITECTURAL COMMITTEE (or any officer, Member of a subcommittee, employee or agent thereof) from any action, proceeding, suit or claim arising out of, or in connection with such submission.

(x) ARCHITECTURAL STANDARDS COMPLIANCE CERTIFICATE.

Upon written request of any OWNER, Mortgagee, Lessee, or Licensee (or any prospective OWNER, Mortgagee, Lessee, or Licensee) of a home or other portion of the property, the ARCHITECTURAL COMMITTEE shall, within fifteen (15) days, issue and furnish to the person or entity making the request, a certificate in writing ("Architectural Standards Compliance Certificate"), signed by a member of the ARCHITECTURAL COMMITTEE stating, as of the date of such certificate, whether or not the home or other portion of the property, or any improvements thereon, violates any of the provisions of the Declaration pertaining to the exterior appearance, design or maintenance and describing such violations, if any. A reasonable charge, determined by the ARCHITECTURAL COMMITTEE, may be imposed for issuance of such Architectural Standards Compliance Certificate. Any such

Architectural Standards Compliance Certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the ASSOCIATION and the party to whom such Certificate was issued.

(xi) COMPLETION OF WORK BY THE ARCHITECTURAL COMMITTEE. In the event the ARCHITECTURAL COMMITTEE deems it necessary to complete work previously commenced by an OWNER, or to otherwise protect the appearance, value or structural integrity of the property, such amounts expended in connection with such repair shall become a binding personal obligation of the OWNER and an additional Assessment payable by such OWNER and shall become a lien against his home.

(xii) APPROVAL BY ARCHITECTURAL COMMITTEE DOES NOT CONSTITUTE APPROVAL BY APPROPRIATE GOVERNMENTAL AGENCIES. In the event approval is granted by the ARCHITECTURAL COMMITTEE, said approval does not supersede approval required by any governmental agency including but not limited to, the Town Building Department, Town Planning and/or Zoning Boards, New York State Health Department, New York State Department of Environmental Conservation, New York State Department of Transportation, or any other governmental agency having jurisdiction on such actions contemplated by an applicant. Applicant agrees to copy the Architectural Review Board on all governmental approvals and or disapprovals prior to commencing the action.

(xiii) APPEALS OF COMPLIANCE COMMITTEE'S DETERMINATIONS. Any OWNER who is a member of the ASSOCIATION, who desires to appeal a fine or violation levied by the COMPLIANCE COMMITTEE, may request a hearing in writing, directed to the ARCHITECTURAL COMMITTEE, within thirty (30) days of their receipt of the COMPLIANCE COMMITTEE'S decision. The ARCHITECTURAL COMMITTEE shall meet within thirty (30) days after receiving the request or at a regularly scheduled meeting, whichever comes first, on notice to the OWNER, to hear and dispose of the matter or at such time as may be mutually agreed upon by the objecting OWNER and Committee.

At such hearing, the objecting OWNER, a person or persons designated by such OWNER who may assist or advise the OWNER during the hearing, any person or persons who may be requested by the OWNER or by the ARCHITECTURAL COMMITTEE to provide support to the position of either party at the hearing, and one (1) or more members of the COMPLIANCE COMMITTEE, may be present at the hearing and be heard.

The ARCHITECTURAL COMMITTEE shall sustain any fine or violation levied by the COMPLIANCE COMMITTEE if it determines that there was a reasonable basis for the COMPLIANCE COMMITTEE determination. The ARCHITECTURAL COMMITTEE shall make a determination within fifteen (15) days of the hearing. If the Committee's decision is in

favor of the objecting OWNER, such OWNER shall be deemed to have received approval with respect to the matter that was the subject of the hearing and any fine or violation shall be removed from the OWNERS property. The decision of the ARCHITECTURAL COMMITTEE shall, to the extent permitted by law, be final and binding upon all parties.

TWENTIETH: Each owner shall comply with these Declaration as such Declaration and covenants may be changed from time to time. Should an Owner fail to comply with any of the Declarations and covenants contained herein the Board of Directors, after reasonable attempts to insure compliance may among other remedies retain legal counsel for the purpose of enforcing any violations to the covenants and regulations and such addition cost for retaining counsel shall be borne by the Association. In the event legal action should be necessary for the Board of Directors to enforce its rights under these Declaration, such action taking place in any court or tribunal of competent jurisdiction shall be governed by the law of the State of New York, and to the extent that the court or tribunal of competent jurisdiction determine that any term or provision of the Declarations are void or unenforceable, the balance of these Declarations will continue in full force and effect; and that court or tribunal is empowered to amend that void or enforceable provision to cure any legal defect, consistent to the fullest extent lawful with the Association's original intentions, as reflected by these Declarations in its then current form. In such an event, the prevailing party shall be entitled to be reimbursed for all reasonable costs, including, without limitation, reasonable attorneys fees, incurred.

In addition, any grievance brought before the Board of Directors for action must be accompanied by a written explanation of the offense, what, if anything, has been done by the offended party to rectify the problem and where appropriate and necessary, photographs and references contained within this document that asset that the offense is within the purview of the Association.

TWENTY FIRST: Violation or breach of any of the covenants, easements, restrictions or conditions herein contained shall give the ASSOCIATION the right to obtain an, injunction or court order, requiring the Owner causing such violation to summarily abate and remove from his Lot, at the expense of the violating Owner, the thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof.

TWENTY SECOND: All the easements, restrictions, conditions, covenants, charges and agreements contained herein shall run with the land and continue as such until 50 years from the date of the recording of this Amended and Restated Declaration, and they shall, as they then are in force, be extended from that time for successive periods of twenty (20) years, unless the Board of Directors on behalf of the ASSOCIATION shall by a writing in recordable form alter, modify or eliminate any or all of these provisions. Upon dissolution of the ASSOCIATION other than incident to a merger or a consolidation, the assets of the ASSOCIATION shall be dedicated to an appropriate public agency to be used for purposes similar to which the ASSOCIATION was created. In the event that such dedication is not accepted, such assets shall be granted, conveyed and assigned to any for-profit or not-for-profit corporation, association, trust or other organization to be devoted to such similar purposes.

EXHIBITS

Exhibits A through H are the same Exhibits duly with the Declaration, Covenants, Easements and Restrictions for Weatherfield Park, Phase I filed in the Offices of the Albany County Clerk's Office on December 14, 1984 in Book 2275, Page 313.