

GLOBAL MLS, Inc.

UNCAPPED NATURAL GAS WELL DISCLOSURE AND NOTICE

As this is a legally binding contract, it is recommended you consult an Attorney before signing.

Seller(s): Angela Q. Dong

Regarding property located at: Crimson Ct

City: Schodack State: NY ZIP: 12033

As the Seller of residential real property, you are required by law to disclose the existence of an Uncapped Natural Gas Well on your property of which you have actual knowledge and to disclose such fact to any Buyer of your property prior to entering into a contract of sale of such property.

Section 242(3) of the Real Property Law states as follows:

Any person, firm, company partnership or corporation offering to sell real property on which uncapped natural gas wells are situated, and of which such person, firm, company, partnership or corporation has actual knowledge, shall inform any Buyer of the existence of these wells prior to entering into a contract for the sale/purchase of such property.

Check one of the following:

- HAVE NO actual knowledge of any uncapped natural gas wells on the aforementioned property.
- HAVE actual knowledge of an uncapped natural gas well(s) on the aforementioned property.

Received and acknowledged:

		 <small>Authentisign</small> Angela Q. Dong <small>5/27/2021 10:08:25 AM EDT</small>	05/27/2021
Buyer _____	Date _____	Seller _____	Date _____
Buyer _____	Date _____	Seller _____	Date _____

GLOBAL MLS, Inc.

AGRICULTURAL DISTRICT DISCLOSURE FORM AND NOTICE

As this is a legally binding contract, it is recommended you consult an Attorney before signing.

Seller: Angela Q. Dong

Regarding property located at: Crimson Ct

City: Schodack State: NY ZIP: 12033

Listing Firm: Canaan Realty

When any purchase and sale contract is presented for the sale, purchase, or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of article 25-aa of the Agricultural and Markets law, the prospective Seller shall present to the prospective Buyer a disclosure notice which states the following:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-aa of the Agriculture and Markets Law.

Such disclosure notice shall be signed by the prospective Seller and Buyer prior to the sale, purchase or exchange of such real property.

Receipt of such disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred thirty-three of the real property law.

Initial the following:

[] The aforementioned property IS located in an agricultural district.

[AQD] The aforementioned property IS NOT located in an agricultural district.

Received and acknowledged:

_____	_____	Authentisign Angela Q. Dong	05/27/2021
Buyer	Date	Seller Angela Q. Dong	Date

_____	_____	Seller	Date
Buyer	Date		

_____	_____	Authentisign Allen J. Olmsted	05/27/2021
Buyers Agent/Broker	Date	Listing Agent/Broker Allen Olmsted	Date



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001



Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

This form was provided to me by Allen Olmsted (print name of licensee) of Canaan Realty (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input checked="" type="checkbox"/> Seller's agent | <input type="checkbox"/> Buyer's agent |
| <input type="checkbox"/> Broker's agent | <input type="checkbox"/> Broker's agent |
| <input type="checkbox"/> Dual agent | |
| <input type="checkbox"/> Dual agent with designated sales agent | |

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure

form: signature of { } Buyer(s) and/or { } Seller(s):

Authentisign
Angela Q Dong
5/27/2021 10:08:38 AM EDT

Date: 05/27/2021

Date: _____



Division of Licensing Services



New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644


New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Allen Olmsted (print name of Real Estate Salesperson/
Broker) of Canaan Realty (print name of Real Estate company, firm or brokerage)

(I)(We) Angela Q. Dong

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature  Date: 05/27/2021
5/27/2021 10:08:40 AM EDT

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

Angela Dang: app Site
&
Ray Dawling:

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This declaration of covenants, easements and restrictions ("Declaration") is made as of the _____ day of _____, 2001 by Camelot Design & Development, a New York limited liability company with a mailing address of P.O. Box 176, Guilderland Center, NY 12085 ("Developer").

WHEREAS, Developer owns certain real property located in the Town of Schodack, Rensselaer County, State of New York more particularly described on Exhibit "A" attached hereto ("Land") and shown on maps entitled "Subdivision Plan, _____, prepared by _____ and filed in the Office of the Rensselaer County Clerk on _____, 2001 in Drawer _____ as map numbers _____ ("Maps");

WHEREAS, plans for the development of said real property have received approval from the Planning Board of the Town of Schodack;

WHEREAS, Developer desires to subject all the lots shown on the approved Maps (collectively, "Lots" and individually, "Lot") to certain covenants, easements and restrictions set forth herein, each and all of which are for the benefit of said Lots and each subsequent Lot Owner (hereafter defined) and are enforceable by Owner or the Lot Owners, as the case may be, as hereafter provided;

NOW, THEREFORE, Developer declares that the lots shall be held transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and conditions set forth herein.

1. The following words and terms as used herein shall have the following meanings:
 - a. "Owner" means the record title owner of any lot subject to this Declaration other than Developer;
 - b. "Lot" means any lot as shown on the Maps;
 - c. "Street" means any street, highway or other thoroughfare as shown on the Maps, whether designated as a Street, Avenue, Boulevard, Road, Drive, or otherwise.
 - d. "Lot Owner" means the record title owner of any single lot, Developer or otherwise.
 - e. "Developer" means Camelot Design & Development, LLC, its successors and/or assigns.
2. No lot shall be further subdivided or sectioned.
3. No dwelling, building, fence, garage or other structure or improvement shall be erected, altered, constructed, reconstructed or moved on the Lots except for single family houses with a minimum square footage of two thousand five hundred (2,500) square feet and other improvements incidental to such use. Manufactured or modular housing is prohibited. No improvement shall be erected, altered, constructed, reconstructed or moved on a Lot until the

plans for design and location thereof and accompanying landscaping plan for that lot shall be approved in writing by Developer. Any improvement to a Lot shall be in conformity with approved plans. S.H.O.

4. Plans shall contain, at a minimum, building plans showing planned landscaping and a building permit application. Plans shall be submitted to Developer at least sixty (60) days prior to the date the owner (or potential owner) of the lot needs a decision. In the event of a failure to answer any written, reasonable, detailed request for such approval within sixty (60) days after such request is received, such failure to respond shall constitute consent to such request. S.H.O.

5. Lots shall be used for private residential purposes only and exclusively, and only one residence shall be erected or maintained for occupation and each residence shall be occupied by no more than one family. Any home erected on a Lot shall have a fully-enclosed garage capable of accommodating not fewer than two (2) automobiles.

6. Lots shall not be used for the storage of building materials, automobile, or automobile parts, nor shall any nuisances be maintained on said premises which may be in any manner dangerous or noxious or offensive to the neighboring inhabitants. Lot owners shall keep Lots free from rubbish and litter. All trash, garbage, rubbish, or litter shall be kept in containers adequate for that purpose and shall be stored and concealed from view until the designated date for collection either by the Town of Schodack or by private trash removal firms. No "junk cars" shall be allowed on any Lot at any time.

7. No excessive cutting of trees shall be permitted other than to allow for houses, passive solar access, driveways, walks, patios, swimming pools, and grading. All dead trees may be removed from site. No trees in excess of 6" diameter shall be cut from site other than to allow for the uses mentioned above. All landscaping shall be compatible with the general standards established in the neighborhood.

8. All storage sheds shall conform to the architectural style of the main structure and shall not detract from adjacent properties. All aluminum, metal, vinyl and prefabricated storage sheds are specifically prohibited.

9. Unless otherwise approved as per plans reviewed by Developer, all front-facing (road-facing) exterior materials shall be either wood siding, brick, stone, stucco, EIFS (exterior finish insulation systems), or a combination thereof. Window and door frames, fascia and soffits shall be color-coordinated with house exteriors as per "plan details". Aluminum, vinyl, or other unnatural materials shall be specifically prohibited except for window and door frames and fascia and soffit. X

10. No building or part thereof or porch, except entrance steps, platforms, bay windows, covers or roof overhang shall be erected or permitted within a Lot's setback area provided on the plot plan or site plan. There may not be maintained on any portion of a Lot any type of clothes or wash line.

11. No livestock or poultry shall be raised, bred, or kept at any residence or on any Lot. Common household pets may be kept provided that they are not bred or maintained for commercial purposes, and provided the owner adheres to all applicable local ordinances. Notwithstanding any other provision herein, horses may be kept, and horse stables may be maintained, on any Lot with an area greater than five (5) acres.

12. All exterior surfaces requiring periodic painting, cleaning, washing or other required maintenance shall be given such attention regularly and thoroughly so as to maintain a neat and clean appearance at all times, for the preservation of the value and aesthetics of the community.

13. The color, design or components of the 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 homeowner took possession of the Lot, unless the homeowner has received prior written approval of Developer.

14. No tent, shack, trailer (or similar structure), boat or motorized vehicle including motor homes or commercial vehicles or similarly constructed vehicles shall be used as a dwelling on a lot or street either temporarily or permanently, or stored there either temporarily or permanently ungaraged.

15. Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any fence or other improvement upon such Lot so as to be visible from public view except the following:

a. For Sale Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

b. Developer Signs. Signs or billboards may be erected by the Developer or any Builder.

c. Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are promptly removed after the election.

16. No above-ground swimming pool shall be permitted. All swimming pools and ancillary equipment shall be shielded from view of adjacent Lots and the Street.

17. No fence shall be maintained about a Lot with the following exceptions: (1) a wooden fence, wooden-appearing fence, architecturally aesthetic fence, or patio enclosure at the rear of the structure not to exceed five feet in height; (2) a properly maintained wooden, wood-appearing or architecturally aesthetic fence or hedge not to exceed four feet in height on the sides behind the structure and at the rear of the premises; and (3) a front courtyard entry wooden, wooden-appearing or architecturally aesthetic fence or hedge enclosing not more than 200 square

feet and being a maximum of two feet in height. All of the foregoing shall be subject to prior written approval of Developer and shall be maintained in an orderly condition at all times. All fencing shall be constructed of wood or other natural, non-metal materials.

18. No individual water supply and/or waste system shall be permitted on an lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Rensselaer County Department of Health. Approval of such systems as installed shall be obtained from such authority.

19. No air conditioners shall be placed in the window or wall of any structure. No antenna or television communication, satellite dishes or solar collector devices shall be placed where they are visible from a Street, the placement thereof to be approved as set forth in the plan approval process described in section 3 above, and to be fenced with a wooden fence or hedge, high enough to screen such device.

20. Minor violations of building setback, sidelines and free spaces of ten or fewer feet may be waived at any time by Developer, and such action on the part of Developer shall be binding upon, and be considered the act of, all grantees.

21. All front light and outside mail and paper box stands shall be in conformity with the style as designated by Developer until the last certificate of occupancy has been issued. At least one outside post light shall be required for each individual structure.

22. Any approved construction on any Lot shall be completed within twelve (12) months of the commencement of construction. Any alteration commenced on any Lot shall be completed not later than ten (10) months after the commencement of such alterations, with any alteration to be subject to site plan approval. The entire premises shall be finished and graded in accordance with good landscaping practice within twelve (12) months of issuance of the building permit or completion of dwelling. Any portion of any Lot being used as driveway or parking area shall be surfaced with concrete, blacktop or oil and stone not later than seven (7) months after completion of the dwelling or alteration to which it relates.

23. Any structure erected on a Lot shall have a minimum setback of seventy-five (75) feet or such greater distance as required by the laws, ordinances or regulations of the Town of Schodack. Variations from the requirement must be approved by Developer.

24. The violation or breach of any of the covenants, easements, restriction or conditions herein contained shall give Developer and/or Lot owners collectively and/or individually the right to obtain an injunction or Court order or any other legal remedy to abate and/or remove, 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. The person so entering shall not be liable or thereby deemed guilty of any trespass, for such entry, abatement and removal.

25. All the easements, restrictions, conditions, covenants, charges and agreements contained herein shall run with the land and continue as such until fifty (50) years from the late of recording of this Declaration, and they shall, as they then are enforced, be extended from that time for successive periods of twenty (20) years, unless Lot Owners by majority vote and by writing in recordable form shall alter, modify or eliminate any or all of these provisions.

26. Invalidation of any one of these covenants, easements, conditions and restrictions by judgment or court order shall in no way affect any other remaining provision(s), which shall remain in full force and effect.

27. The conditions, covenants, easements, restrictions, rights and obligations may be amended, modified or rescinded at any time by a majority of the Lot Owners.

28. Provisions herein contained shall be binding upon and inure to the benefit of and be enforceable at law and in equity by Developer and/or Lot Owners herein described as being entitled to enforce such rights and privileges. Failure to enforce any of the restrictions, assessments, conditions and covenants herein shall in no event be deemed a waiver of the right to do so thereafter.

29. Notwithstanding any other provision herein, Developer and its successors and assigns shall be entitled to conduct on the Land all activities normally associated with and convenient to the development of the Land and the construction and sale of homes on the Property. Developer reserves the right to modify or amend any terms of this Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of the date first written above.

CAMELOT DESIGN & DEVELOPMENT, LLC

By: _____
Carol A. Mazzeo, President

State of New York) ss.:
County of)

On the ____ day of _____ in the year 2001 before me personally came Carol A. Mazzeo to me known, who, being by me duly sworn, did depose and say that she resides at _____; that she is the president of Camelot Design & Development, LLC, the limited liability company described in and which executed the above instrument; and that she signed her name thereto by unanimous authority of the membership of said limited liability company.

Notary Public - New York State