



6. Land was the Co-Sponsor of the CPS-7 Application for Lakeview Landing Subdivision, Town of Malta, County of Saratoga, State of New York 12020 consisting of 160 Single Family Homes, accepted for filing June 27, 2013. File No. HO130017.

7. Land was the Co-Sponsor of the CPS-7 Application for Plant Road Estates HOA, Inc, Town of Halfmoon, County of Saratoga, State of New York 12020 consisting of 144 Single Family Homes, accepted for filing June 7, 2016. File No H160001.

8. The name and business address of the Principal of Land is as follows:

Thomas J. Samascott, Sole Member/Sole Manager  
464 Maple Avenue, Ste 13  
Saratoga Springs, New York 12866

9. The name and address of the Principal of Homes is as follows:

Wayne T. Samascott, President and Sole Shareholder  
464 Maple Avenue, Ste 13  
Saratoga Springs, New York 12866

10. The property which is to be cooperatively owned and maintained by the Legacy Woods of Ballston Homeowners' Association, Inc. (the "Association") consists of approximately 59 acres with green areas and wetland areas.

The "deminimis cooperative interest" of the Association in this development to be cooperatively owned and/or maintained by the Association complies with the Attorney General's requirements for CPS-7 treatment. Other than the green areas and wetland areas, there are no other Association facilities.

11. There will be fifty seven (57) single-family, detached Homes being offered, each with mandatory membership in the Association.

12. The Co-Sponsors will comply with the escrow and trust fund provisions of GBL Section 352-e(2-b) and Section 352-h and of the regulations adopted by the Attorney General in Part 22 and will hold down payments for the purchase of the property in trust for the benefit of the purchasers. Such funds will not be commingled with the moneys of the Co-Sponsors or Escrow Agent and will be held in a segregated IOLA account by the Escrow Agent until actually employed in connection with the consummation of the transaction.

13. The Co-Sponsors will provide to each Purchaser the following information:

- a. A statement that the Purchase Price of the Home and/or Lot included the cost of membership in the Association.

- b. A copy of the recorded deeds to the Association Property by which the Sponsor derived title.
- c. The estimated monthly and annual Assessment and the proposed budget in compliance with the requirements set forth in 13 NYCRR Section 22.3(g).
- d. Disclosure of the Escrow Agent as required by 12 NYCRR Section 22.3(k)(2).
- e. Such other information as the Office of the Attorney General may require to be presented to each Purchaser.

14. The Co-Sponsors will furnish to each Purchaser a complete copy of the Application for CPS-7 treatment and, if received prior to accepting any down payment, a copy of the letter granting such treatment prior to accepting any down payment. If the letter granting such treatment has not yet been issued, the Sponsor agrees to furnish a copy of such letter to all Purchasers within ten (10) days of its issuance.

15. The use of the property is for residential purposes only which is in compliance with the zoning, building and housing laws and rules and regulations of the Town of Ballston.

16. All roads to be dedicated to the Town of Ballston drainage easements and right-of-way shall be constructed by the developer/builder and shall be in accordance with the Town of Ballston Building Code or the approved Subdivision Regulations. All roads shall be offered without cost to the Town of Ballston for public use.

17. A copy of the site plan indicating the property which is to be commonly owned and maintained by the Association is attached.

**SIGNATURE PAGE TO FOLLOW**

**CO-SPONSORS:**

HOMES BY MALTA DEVELOPMENT, INC.

By: [Signature]  
Wayne T. Samascott, President/Sole Shareholder

Sworn to before me this 22<sup>nd</sup>  
day of July, 2025

[Signature]  
Notary Public

SHARIE T. WALERSTEIN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01WA6187282  
Qualified in Sararoga County  
Commission Expires May 19, 2028

MALTA LAND COMPANY, LLC  
By: [Signature]  
Thomas J. Samascott, Sole Member/Manager

Sworn to before me this 22<sup>nd</sup>  
day of July, 2025

[Signature]  
Notary Public

SHARIE T. WALERSTEIN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01WA6187282  
Qualified in Sararoga County  
Commission Expires May 19, 2028

**PRINCIPALS OF CO-SPONSORS:**

[Signature]  
Wayne T. Samascott

Sworn to before me this 22<sup>nd</sup>  
day of July, 2025.

[Signature]  
Notary Public

SHARIE T. WALERSTEIN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01WA6187282  
Qualified in Sararoga County  
Commission Expires May 19, 2028

[Signature]  
Thomas J. Samascott

Sworn to before me this 22<sup>nd</sup>  
day of July, 2025.

[Signature]  
Notary Public

**SPONSOR AND PRINCIPAL CERTIFICATION**

STATE OF NEW YORK     )  
  )ss:  
COUNTY OF SARATOGA   )

RE:  Homes by Malta Development, Inc.  
     Malta Land Company, LLC  
     Legacy Woods (a/k/a Katz PUDD MIXED USE), Route 50  
     Town of Ballston, County of Saratoga  
     State of New York 12020

We are the Sponsors and the principals of the Sponsor of the Homeowners Association ('HOA') for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 22, and such other laws and regulations as may be applicable.

We have read the entire CPS-7 Application, including Sponsor's affidavit. We have investigated the facts set forth in the application and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the application gives full disclosure as to the amenities included in the HOA, provides full disclosure as to the condition of the property, identity of the parties involved and any lawsuits, administrative proceedings, litigation or other proceedings the outcome of that may materially affect the offering, the property, or sponsor's capacity to perform all of its obligations to the HOA or the operation of the HOA, and complies with the Attorney General's requirement for granting a CPS-7 application.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

**SIGNATURE PAGE TO FOLLOW**

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**CO-SPONSORS:**  
HOMES BY MALTA DEVELOPMENT, INC.

By: [Signature]  
Wayne T. Samascott, Sole Shareholder

Sworn to before me this 22<sup>nd</sup>  
day of July, 2025

[Signature]  
Notary Public

SHARIE T. WALERSTEIN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01WA6187282  
Qualified in Sararoga County  
Commission Expires May 19, 2028

MALTA LAND COMPANY, LLC  
By: [Signature]  
Thomas J. Samascott, Managing Member

Sworn to before me this 22<sup>nd</sup>  
day of July, 2025

[Signature]  
Notary Public

SHARIE T. WALERSTEIN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01WA6187282  
Qualified in Sararoga County  
Commission Expires May 19, 2028

**PRINCIPALS OF CO-SPONSORS:**  
[Signature]  
Wayne T. Samascott

Sworn to before me this 22<sup>nd</sup>  
day of July, 2025.

[Signature]  
Notary Public

SHARIE T. WALERSTEIN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01WA6187282  
Qualified in Sararoga County  
Commission Expires MAY 19, 2028

[Signature]  
Thomas J. Samascott

Sworn to before me this 22<sup>nd</sup>  
day of July, 2025.

[Signature]  
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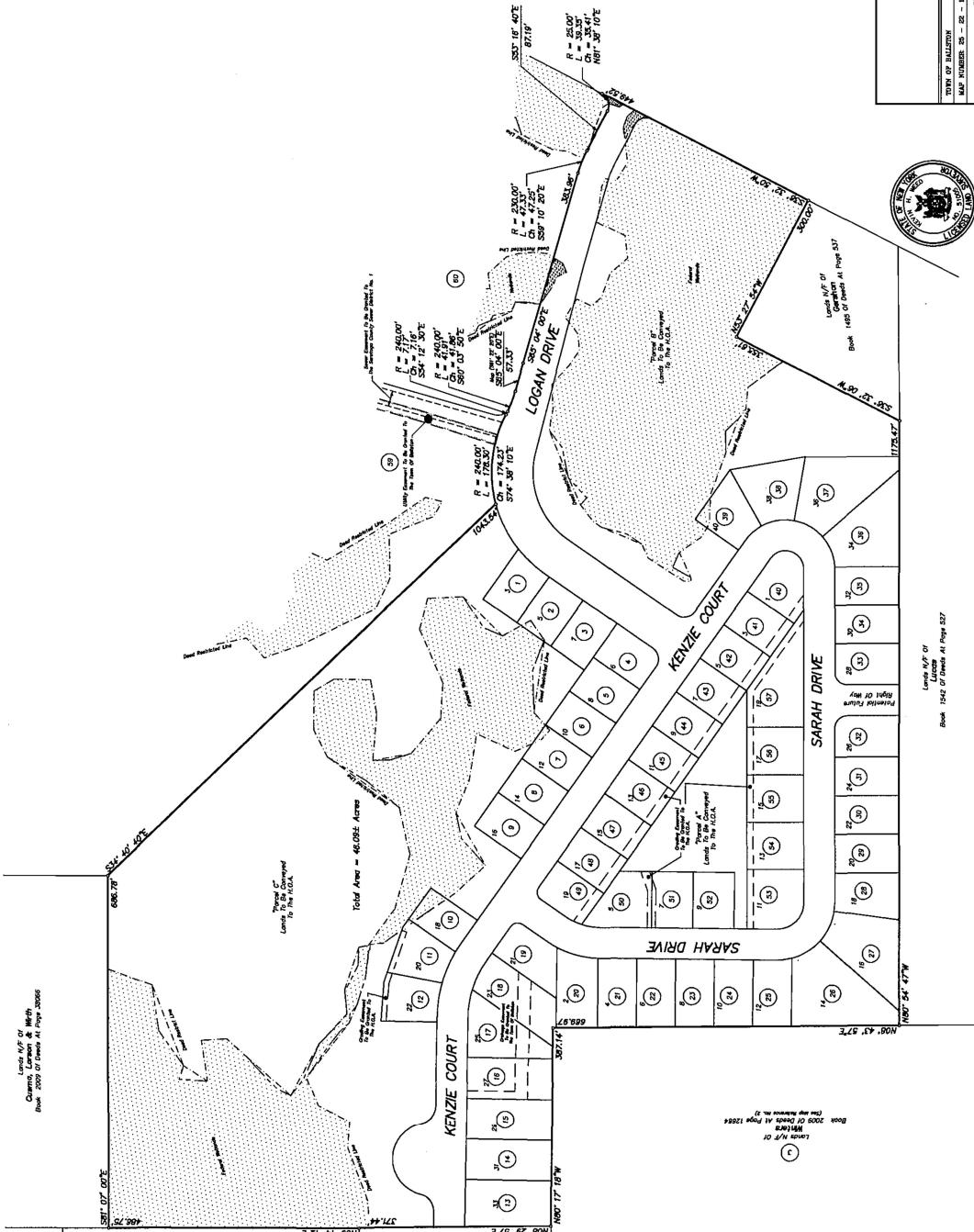
**NOTE:** THE SURVEYOR HAS BEEN ADVISED BY THE CLIENT THAT THE PROPERTY IS BEING OFFERED FOR SALE AND THAT THE BUYER SHOULD CONSULT WITH HIS ATTORNEY AND ARCHITECT BEFORE PURCHASING THE PROPERTY.

**NOTICE TO BUYER:** THE BUYER SHOULD CONSULT WITH HIS ATTORNEY AND ARCHITECT BEFORE PURCHASING THE PROPERTY. THE SURVEYOR HAS BEEN ADVISED BY THE CLIENT THAT THE PROPERTY IS BEING OFFERED FOR SALE AND THAT THE BUYER SHOULD CONSULT WITH HIS ATTORNEY AND ARCHITECT BEFORE PURCHASING THE PROPERTY.

**NOTICE TO ARCHITECT:** THE ARCHITECT SHOULD CONSULT WITH HIS CLIENT BEFORE PREPARING ANY PLANS FOR THE PROPERTY. THE SURVEYOR HAS BEEN ADVISED BY THE CLIENT THAT THE PROPERTY IS BEING OFFERED FOR SALE AND THAT THE ARCHITECT SHOULD CONSULT WITH HIS CLIENT BEFORE PREPARING ANY PLANS FOR THE PROPERTY.

**NOTICE TO ATTORNEY:** THE ATTORNEY SHOULD CONSULT WITH HIS CLIENT BEFORE PREPARING ANY INSTRUMENTS FOR THE PROPERTY. THE SURVEYOR HAS BEEN ADVISED BY THE CLIENT THAT THE PROPERTY IS BEING OFFERED FOR SALE AND THAT THE ATTORNEY SHOULD CONSULT WITH HIS CLIENT BEFORE PREPARING ANY INSTRUMENTS FOR THE PROPERTY.

**NOTICE TO CLIENT:** THE CLIENT SHOULD CONSULT WITH HIS ATTORNEY AND ARCHITECT BEFORE PURCHASING THE PROPERTY. THE SURVEYOR HAS BEEN ADVISED BY THE CLIENT THAT THE PROPERTY IS BEING OFFERED FOR SALE AND THAT THE CLIENT SHOULD CONSULT WITH HIS ATTORNEY AND ARCHITECT BEFORE PURCHASING THE PROPERTY.



**SURVEY OF  
A PORTION OF  
KATZ VILLAGE  
MARKED USE SITE PLAN**

**Gilbert VanGulder  
Land Surveyor, PLLC**  
Professional Land Surveyors  
888 Rockledge Road, Suite 100  
Tampa, Florida 33606  
Telephone: (813) 885-0884  
gilbert@landsurveyors.com

TOWN OF HALLTOWN SCALE: 1" = 100'  
MAP NUMBER: 20-22-103 DATE: MAY 6, 2020  
SARATOGA COUNTY, NEW YORK



CONDUCTED BY:  
GILBERT VAN GULDER  
LAND SURVEYOR, PLLC  
888 ROCKLEDGE ROAD, SUITE 100  
TAMPA, FLORIDA 33606  
TELEPHONE: (813) 885-0884  
gilbert@landsurveyors.com

THE SURVEYOR HAS BEEN ADVISED BY THE CLIENT THAT THE PROPERTY IS BEING OFFERED FOR SALE AND THAT THE BUYER SHOULD CONSULT WITH HIS ATTORNEY AND ARCHITECT BEFORE PURCHASING THE PROPERTY.

## Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County  City  Town  Village  
(Select one.)

of Ballston

Local Law No. 1 of the year 2019

A local law Amending Local Law 3 of 2018 - Katz Planned Unit Development District Mixed Use  
(Insert Title)

Be it enacted by the Town Board of the  
(Name of Legislative Body)

County  City  Town  Village  
(Select one.)

of Ballston as follows:

SEE ATTACHED

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

**1. (Final adoption by local legislative body only.)**

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 2019 of the ~~(County)(City)~~(Town)(Village) of Ballston was duly passed by the Town Board on April 9 2019, in accordance with the applicable provisions of law.  
*(Name of Legislative Body)*

**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the \_\_\_\_\_ and was deemed duly adopted *(Elective Chief Executive Officer\*)* on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

**3. (Final adoption by referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. *(Elective Chief Executive Officer\*)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. Such local *(Elective Chief Executive Officer\*)* law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

**5. (City local law concerning Charter revision proposed by petition.)**

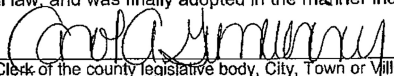
I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 \_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on \_\_\_\_\_ 20\_\_\_\_, became operative.

**6. (County local law concerning adoption of Charter.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 \_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

**(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)**

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

  
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: April 8, 2009

(Seal)

**KATZ PUDD MIXED USE**  
**Planned Unit Development District**  
**[Adopted 04-09-2019 by L.L. No. 1-2019]**

**Section 1. Title of the Proposed P.U.D. District.**

This local law shall be known as No.1 of the Town of Ballston amending the Zoning Ordinance of the Town of Ballston as adopted June 12, 2006, providing for the creation of a Planned Unit Development District to be known as "KATZ PUDD Mixed Use."

**Section 2. The Change in Zoning.**

The Zoning Ordinance of the Town of Ballston as adopted June 12, 2006, and the Zoning Map of the Town of Ballston as set forth therein and made a part thereof are amended by changing from the existing zoning districts "Rural" and "Business Highway-1" as hereinafter described and created within the boundaries of said newly described area, a Planned Unit Development District to be known and described as "Katz PUDD Mixed Use" (Katz).

**Section 3. Total Area Affected by the P.U.D. District.**

The area of Katz P.U.D. District (PUDD) consists of approximately 89.21 acres in the Town of Ballston and is bounded and described as set forth in Appendix A (legal description) and Appendix B (design plan), attached hereto, and made a part hereof. The area is located on the west side of Route 50, between Charlton Road and Meadowbrook Court.

**Section 4. Traditional Neighborhood Development Principles.**

A. Smart growth law defines traditional neighborhood development to mean a compact, mixed use neighborhood where residential, commercial and civic uses are within close proximity of each other. It is a planning concept that is based on traditional small town and city neighborhood development principles. Traditional neighborhood development is, in part, a reaction to the often inefficient use of land and infrastructure and the lack of a sense of community in many newer developments.

B. While there is no single model for a traditional neighborhood development, certain principles define this type of development. Things such as:

- (1) Compact Development.
  - (a) Traditional neighborhood developments are compact. Compact development patterns (for both residential and commercial uses) can promote a more efficient use of land and lower costs of providing public infrastructure and services.
  - (b) Compact development also means the development is designed for the human scale. The human scale is defined as the relationship between the dimensions of the human body and the proportion of the spaces which people use. This includes paying attention to walking distances, the height of the buildings, the design of streetlights and signs, sidewalks and other features.
  - (c) Compact development can also promote social interaction including civic spaces such as parks and public buildings. It also means that residential, commercial and civic

spaces are within close proximity to each other to help encourage people to walk between various uses.

(2) Mixed Uses.

- (a) Traditional neighborhood developments are designed to include a mixture of uses. This means that nonresidential land uses, such as commercial, civic and open space, are mixed with residential land uses. Mixing land uses also helps promote walking between the various uses. Different modes of transportation are promoted in the community such as walking, bicycles and automobiles.
- (b) Mixed use also provides a community center or focus. For example, the community center may be a public facility such as a park, recreational facility or a retail area. Mixed use also means promoting a mix of housing types and sizes to accommodate households of various ages, sizes and incomes. This means allowing for a variety of lot sizes and densities, and allowing other types of housing such as detached and attached single-family residences, townhomes, duplexes, condominiums and apartments. Mixed use may also mean that housing is provided in the same building above commercial uses such as shops or offices.

(3) Multiple Modes of Transportation.

- (a) Traditional neighborhood developments provide for access generally by way of an interconnected network of circulation systems that facilitate walking, bicycling and driving. Streets are designed to promote the safe and efficient use of different transportation modes.
- (b) Traditional neighborhoods are also meant to be "pedestrian friendly." Given the compact design of the neighborhood, streets will meet the Town Standards for conventional subdivision ordinances. Narrow streets and other "traffic calming" techniques help slow traffic down to promote pedestrian safety. Front porches and other amenities like street trees and street lights can also promote walking throughout the development.

**Section 5.**

A. The development of the Katz Planned Unit Development District has been presented and is described according to a design plan filed with the Town Planning Board of Ballston (hereinafter, the "Planning Board") and attached hereto as Appendix B. The exact location of improvements shown on the design plan may be modified, altered or amended during the site plan and or subdivision review by the Planning Board.

B. Lands set forth in Exhibit B, attached hereto and made a part hereof, shall be developed in the following manner:

- (1) Division of the 89.21 +/- acre parcel into three uses, with approximate sizes of 15.09 +/- acres for Area A, and 64.82 +/- acres for Area B. The remaining 9.30 +/- acres consists of the road right-of-way to be dedicated to the Town of Ballston.

- (2) Area A so created shall consist of 57 single-family homes (57 lots). The Planning Board may require and shall allow a decrease in density during site plan and or subdivision review to accommodate site conditions, utility conflicts, or modified design.
  - (3) Area B so created shall consist of no more than (10) 11-unit apartment buildings and (1) 14 unit apartment building or a total of 121 units And a 23,000 sf flexible ("flex") space 2-story building (one lot).
- C. Katz PUDD will have two points of ingress/egress. One being approximately 1,700' north of Charlton Road and one being approximately 3,200' north of Charlton Road. These connections shall be part of the dedication to the Town at the time the public streets are dedicated to the Town of Ballston. Both roads must be built and completed at the time that the public streets are offered for dedication to the Town of Ballston.

#### Section 6.

A. Allowable uses within Area A of Katz PUDD shall include and be limited to the following:

- (1) Single-family residences with no more than 57 dwelling units on 57 lots.
- (2) Signage for Katz PUDD per Planning Board approval. Refer to Appendix C for approved sign types and corresponding dimensional requirements.
- (3) Decorative accoutrements in public spaces as approved by the Planning Board (i.e., gazebo, benches, sidewalks, fountain, etc.).
- (4) Sanitary sewer pump station consisting of a small structure, fenced gravel and/or paved area, and associated underground utilities.

B. Allowable uses within Area B of Katz PUDD shall include and be limited to the following:

- (1) Apartments with no more than 121 total units. Apartments are to be defined, for the purposes of the Katz PUDD as: ***A suite of rooms forming one residence or dwelling, typically in a building containing a number of these***
- (2) Signage for Katz PUDD per Planning Board approval. Refer to Appendix C for approved sign types and corresponding dimensional requirements.
- (3) Decorative accoutrements in public spaces as approved by the Planning Board (i.e., gazebo, benches, sidewalks, fountain, etc.).
- (4) Maintenance buildings and public refuse removal containers shall be allowed as approved by the Planning Board.
- (5) No more than (11) detached garages.
- (6) Neighborhood Business Live-Work Flex Space which will allow the building to be designed such that the space on the first floor can be used for allowable neighborhood business, and the balance of the building shall have up to 40 Units of residential rental space. The building can be owned by one entity and rented out or divided into

condominium units allowing ownership of a portion of the property. Allowable neighborhood business uses include:

- (a) Professional offices, i.e., attorney, medical, etc.
- (b) Day-care facilities.
- (c) Restaurant, sit-down and take out: sit-down restaurants without drive-up or drive-through facilities.
- (d) Alcohol: business may serve beer, wine, and liquor with proper permits and licensing.
- (e) Live Entertainment: live entertainment performances shall comply with the Ballston Zoning Ordinances in all respects, including sound levels produced. Outside live entertainment shall cease at 10:00 PM on weeknights (Monday through Thursday) and 10:30 PM on weekends (Friday through Sunday). No amplified live entertainment shall be permitted outside the building.
- (f) Outdoor seating for allowed restaurants including convenience stores may extend up to the sidewalk.
- (g) Signs, business: signs for businesses that are located within Neighborhood Business Live-Work Flex Space per Planning Board approval. Refer to Appendix C for approved sign types and corresponding dimensional requirements.
- (h) Convenience store: neighborhood convenience store with or without automobile uses including gas stations.
- (i) Gym/health club.
- (j) Public square.
- (k) Retail and service uses including but not limited to: Dry cleaning: a satellite dry-cleaning facility; no cleaning on site; drop-off location only; Barber/hair salon, Real estate office, Grocery Store, Pharmacy, Florist, Antique shop, Movie rental, Internet café, Transit/bus stop.
- (l) Dwelling units.

#### Section 7.

A All establishments within Katz PUDD shall be interconnected to the Town of Ballston municipal water supply facilities. All water facilities will be designed and constructed in accordance with the standards of the Town of Ballston municipal water system. The cost of constructing the additional infrastructure needed to supply water to the Katz PUDD shall be the sole responsibility of the developer/builder.

B All establishments within Katz PUDD shall be connected to sanitary sewer facilities via the Saratoga County Sewer District No. 1. All sewer facilities within Katz PUDD shall be designed and

constructed in accordance with the standards of the Saratoga County Sewer District No. 1. The developer/builder agrees to offer for dedication to the Saratoga County Sewer District No. 1, all completed sewer facilities constructed for the project at no cost to the Saratoga County Sewer District No. 1. Based on existing topography, it is anticipated that a pump station shall be constructed within Area A (single family area) to convey wastewater from the proposed development. The pump station shall consist of a small structure, gravel and/or paved area completely enclosed with fencing, and associated underground utilities. The pump station will be built to Saratoga County Sewer District No. 1 standards and will be dedicated to the District. The cost of constructing the additional infrastructure needed to connect the properties within the Katz PUDD to the Saratoga County Sewer District No. 1 shall be the sole responsibility of the developer/builder.

C. The developer/builder shall construct, as a public benefit, the necessary piping and appurtenances for a 6" sanitary sewer forcemain separate from the sanitary sewer infrastructure necessary for the development of the Katz PUDD and located within the NYS Route 50 Right of Way, beginning at the southern entrance to the Katz PUDD and extending north to connect to the existing gravity sewer located within McCrea Hill Road. The 6" forcemain and associated infrastructure shall be offered for dedication to the Saratoga County Sewer District No. 1 to serve future development within the Town of Ballston.

#### Section 8.

A. All construction shall comply with the N.Y.S. Fire Protection and Building Code. All plans for building construction or site development shall be prepared by a licensed architect, professional engineer, landscape architect or exempt land surveyor in accordance with the requirements of the N.Y.S. Education Law. All construction shall be subject to inspection by the Town Building Inspector, Town Engineer and Town Highway Superintendent, as may be applicable.

B. Prior to issuance of a building permit, a plot plan prepared by a licensed land surveyor is to be submitted indicating the following:

- (1) Proposed building location with front, rear and side yard setbacks.

C. Grading of all parcels is to be consistent with the intent of the grading shown on the approved subdivision plan.

#### Section 9.

A. Construction shall begin within 36 months of the final signed plat being filed with the Saratoga County Clerk's office, unless an extension is granted by the Town Planning Board. Construction may occur in phases as shown on the design plan or as otherwise approved by the Town Planning Board.

B. The developer/builder shall be permitted building permits for up to three model single-family homes, and one apartment building; however no certificate of occupancy shall be issued for said models until all the requirements regarding the applicable Area of the model have been met. All model home units and apartment buildings shall be built in accordance with subdivision engineering plans and specifications, including grading, as approved by the Town of Ballston Planning Board.

C. A parks and recreation fee of \$1,000 shall be paid for each single-family unit built prior to the issuance of any certificates of occupancy. A parks and recreation fee of \$1,000 shall be paid for each dwelling unit within a condominium or apartment building prior to the issuance of any certificates of occupancy.

**Section 10.**

- A. All roads to be dedicated to the Town, drainage easements and right-of-way shall be constructed by the developer/builder and shall be in accordance with the Town Building Code or the approved Subdivision Regulations. The private road servicing the apartments and Live/Work center shall be built in accordance with the final engineering design plans and shall be owned and maintained by the builder/developer/property owner. All roads shall be offered without cost to the Town of Ballston for public use, with the exception of the private road between Area B and C which shall be owned and maintained by the builder/developer/property owner.
- B. Phasing of Katz PUDD shall be as approved by the Planning Board.
- C. Appropriate stormwater management shall be undertaken by the developer at the developer's sole expense in a manner consistent with Town specifications and approvals. A stormwater management report plan shall be submitted by the developer to the Town Planning Board during the Site Plan review process. The developer shall convey to the Town of Ballston a maintenance agreement and access easements around the entire circumference/area of all stormwater management infrastructure.
  - (1) Stormwater management infrastructure for the new roads and located within the public right of way, including but not limited to catch basins, manholes, conveyance piping, and drainage swales, shall be conveyed to the Town of Ballston. The Town shall be responsible for maintenance of the stormwater management infrastructure located within the public right of way.
  - (2) The remaining stormwater management infrastructure not in the public right of way, including but not limited to stormwater management basins, catch basins, manholes, conveyance piping, and drainage swales, shall be located in Area B, the multi-family apartment area. Maintenance of the stormwater management infrastructure located in Area B shall be the responsibility of the Owner or the Home Owner's Association and shall be performed in a manner consistent with the stormwater management plan and maintenance agreement approved by the Town.

**Section 11.**

Katz PUDD at the time of adoption will include the dedication of approximately 1.06 +/- acres of passive recreation open space/recreation land, nature trails and parks to the Katz PUDD Home Owner's Association as shown on Appendix B.

**Section 12.**

A. Uses permitted in the Katz PUDD shall be those set forth in Section 6 above. The applicant(s) for any development proposals within the P.U.D.D. shall follow the procedures of the Town, including but not limited to the Site Plan Review Ordinance and the Subdivision Regulations. No use shall be permitted except as approved by the Planning Board as being in conformity with this ordinance. All development and use of property within Katz PUDD shall be in accordance with the restrictive covenants for Katz PUDD identified in Appendix C, "Declaration of Covenants and Restrictions for Katz PUDD" Appendix C, shall be recorded with the Saratoga County Clerk.

B. There shall be located on the front of each building and clearly visible from the road, in contrasting color and in a uniform location, the designated 911 emergency number, at least six inches in height, prior to the issuance of a certificate of occupancy. In addition, the developer/builder shall provide the Town with an as-built foundation location survey with its application for a certificate of occupancy.

**Section 13.**

The developer/builder shall, in accordance with the Site Plan Review Ordinance and Subdivision Regulations, submit plans for approval of each phase of construction prior to the issuance of a building permit.

**Section 14.**

A. No further subdivision of either the single-family or multi-family lots shall occur and lot maps shall be filed in the Saratoga County Clerk's office defining the lot lines.

B. No further subdivision of any property owned by any H.O.A. shall occur and maps shall be filed in the Saratoga County Clerk's office defining the lot boundaries of all H.O.A. owned property.

**Section 15.**

A. It is recognized that the dedication of such recreational space set forth in Section 11 is a public benefit provided by the Katz PUDD. It is further recognized and acknowledged that the Katz PUDD is providing a significant public benefit via the construction of the extension of the sewer infrastructure, in the form of approximately 2,960 linear feet of a 6" diameter sanitary sewer forcemain "dry" line to be installed within the NYS Route 50 right of way, between the southern entrance to the Katz PUDD and the western end of the existing gravity sewer located within McCrea Hill Road.

B. The sanitary forcemain "dry" line shall be constructed in accordance with Saratoga County Sewer District No. 1 standards and shall be built in accordance with the engineering plans and specifications as approved by the Town of Ballston Planning Board.

C. The total estimated cost for the sanitary sewer forcemain public benefit is \$423,530.00, or \$1,943 per new residential dwelling unit provided by the Katz PUDD. The entire cost to construct the sanitary sewer forcemain "dry" line shall be the responsibility of the developer/builder.

**Section 16.**

This Local Law shall take effect upon filing with the Secretary of State.

**LEGAL DESCRIPTION**  
**Katz PUDD Planned Development District**

**Appendix C**  
**Declaration of Covenants and Restrictions for Katz PUDD**

A. **General purpose of conditions.** The Declarant, Katz PUDD Excavation and Construction LLC, created these restrictive covenants, which are intended to ensure the continuing appreciation of property values through the creation of an aesthetically pleasing and harmonious environment for the Katz PUDD (Katz) including organizing the development into a traditional neighborhood pattern, integrated with surrounding neighborhoods and including a framework of mixed housing types, mixed uses, transit system, pedestrian system and green spaces. They address a full spectrum of site and facility planning, design, landscaping, operation and maintenance.

B. **Site and building.** All development plans within Katz PUDD shall be submitted for approval to the Planning Board prior to construction. Minimum submittals for approval shall be as follows:

1. Site plan and/or subdivision plan, including proposed parking lots, curbing, landscape materials, easements, setbacks, buffers, surface, drainage, sewer, water, stormwater system, accessory buildings, signage and other site amenities.
2. Plans and details to control site work for Area B, including:
  - a. Plant materials.
  - b. Concrete walks and asphalt pavements.
  - c. Dumpster enclosures, trash receptacles.
  - d. Maintenance building(s).
  - e. Signs, flags and seating.
  - f. Utilities, site lighting.
  - g. Screens, fences and gates.
  - h. Curbs and walls.
  - i. Special pavers.
3. Exterior building elevation for Area B (including accessory structures) showing building facade, colors, materials for facade, roof and parapets, and mechanical equipment locations and screens.
4. Building plan showing main entrance, loading areas and handicapped accessibility for Area B.
5. All proposed structures and site developments shall be designed to meet the spirit of these covenants as well as the specific requirements contained herein.

C. **Site restrictions.**

1. Property line setbacks, stories, height:

a. Principle buildings and accessory structures shall be permitted and constructed per the following setbacks and building criteria:

	Single-Family Lots (Area A)	Apartments (Area B)	Accessory Structures (All Areas)
Minimum width	75'	N/A	N/A
Front yard minimum	20'	15'	N/A
Front yard maximum	N/A	N/A	N/A
Side yard	10'	5'	5'
Rear yard	15'	20'	5'
Party wall/ceiling	N/A	0'	N/A
Stories/height	2.0/40	2.0/40	1.5/30

b. As offered here, front yard setbacks would not apply to decorative fences, garden walls and decorative block, brick pavers or concrete steps and or walk-ways.

D. **Garages.** All residential dwelling units within Katz PUDD Area A shall have a minimum one-car garage and a maximum two-car garage per dwelling unit. Detached garages are allowable and shall be treated as an accessory structure with respect to property setbacks. Garage entrances on single-family homes should be set back behind the front facade of the home by a minimum of two feet.

E. **Roadways and sidewalks:**

1. Area A, and Area B.

- a. All roadways, driveways, parking areas and parking lots shall be constructed with asphalt, concrete, or brick pavers.
- b. Concrete or integral asphalt wing curbing shall be used at all public entrance roadways at least to the front yard setback line.
- c. All sidewalks within apartment and mixed-use areas (Area B) shall be concrete or brick pavers and shall be maintained by the property owner whose property abuts the public sidewalk or by the community H.O.A. Should the property owner or H.O.A. not remove the snow within 72 hours of the end of a snow storm, the Ballston DPW will clear the snow and bill the property owner or H.O.A.
- d. Crosswalks: intersections of sidewalks with streets shall be clearly marked with contrasting paving materials at the edges or with striping.

2. Area B.

- a. Sidewalks and walkways in mixed use areas shall be clear and well lighted and shall connect building entrances to the adjacent public sidewalk and to associated parking areas.
- b. Area B (public and private) sidewalks shall be in accordance with ADA requirements.

**F. Street Layout:**

1. Area A and Area B (public roads).

- a. Intersections shall be right angles whenever possible, but in no case less than 75 degrees. Low volume streets may form three-way Intersections creating an inherent right-of-way assignment. The through street receives precedence.
- b. Corner radii. The roadway edge at street intersections shall be rounded by a tangential arc with maximum radius of 35 feet. The Town Engineer shall approve the selected curve radius dimension and shall recommend revisions as required.
- c. The orientation of streets should enhance the visual impact of common open spaces and prominent buildings, create lots that facilitate passive solar design, and minimize street gradients. All streets shall terminate at other streets or at public land, except local streets shall terminate in stub streets when such streets act as connections to future phases of the development. Local streets may terminate other than at other streets or public land when there is a connection to the pedestrian and bicycle path network at the terminus.

2. Area B (non-public roads).

- a. Internal roads (non-public) and parking lots shall comply with the Town Code and be approved by the Town Planning Board.

**G. Landscape and screening:**

1. Area A, and Area B.

- a. Street trees: a minimum of one deciduous canopy tree per 50 feet of street frontage, or fraction thereof, shall be required. Not more than 20% of the trees may be clustered while the balance should be as evenly spaced as possible while taking into consideration utilities, driveways, visibility, etc. trees shall be located between the right-of-way and the curb and within the landscaped area of a boulevard.
- b. Screening: in areas that require screening, it shall be at least three feet in height, unless otherwise specified. Screening should be at least 25% opaque throughout the year. Screening should be one or a combination of: a decorative fence not less than 50% opaque behind a continuous landscaped area, a masonry wall, a hedge, or any other method as approved by the Planning Board.
- c. Plantings should be a balance of evergreen and deciduous trees and shrubs and all plants shall be hardy under the microclimatic conditions of the site.
- d. All parking and loading areas within Area B abutting public streets or sidewalks, and all parking and loading areas abutting residential districts or uses, shall provide:

- i. A landscaped area at least three feet wide along the public street or sidewalk.
- ii. Screening at least three feet high and not less than 25% opaque.
- iii. One tree for each 25 linear feet of parking lot frontage.
- iv. The corners of parking lots, islands and all other areas not used for parking or vehicular circulation shall be landscaped. Vegetation can include turf grass, native grasses or other perennial flowering plants, vines, shrubs or trees. Such spaces may include architectural features such as benches, kiosks or bicycle parking.

2. Other areas:

- a. Accessory structures, maintenance buildings, refuse containers and other similar pieces of outdoor equipment shall be screened from public roads with existing or planted trees and shrubs.
- b. All portions of land not utilized for buildings, loading and parking areas, or access ways shall be landscaped with seed and mulch, or maintained in a natural state of woodland or wetland.
- c. All proposed landscaping and screening shall be noted on the subdivision engineering plans and specifications and approved by the Planning Board.

**H. Seeding and Lawns.**

1. The owner or occupant of any lot with disturbed areas shall be required to seed all areas not occupied by buildings, pavement or otherwise landscaped and maintained in reasonable manner

**I. Site lighting.**

1. Area A.
  - a. Street lights are not included in the single-family residential area (Area A) in deference to the future residents.
2. Area B.
  - a. Site lighting shall be architecturally coordinated for the three levels of lighting:
    - i. Driveway lighting.
    - ii. Parking lot lighting.
    - iii. Building-mounted or bollard accent lighting.
  - b. Parking lot lighting shall be cut-off type to illuminate only the property on which the lights are installed.

- c. All wall-packs shall have glare-reducing shields.
- d. Maximum light height shall be 35 feet above grade level.
- e. Nighttime lighting levels shall be reduced to the minimum practicable and shall be restricted at the discretion of the Town Planning Board.
- f. Exterior lighting shall be directed downward in order to reduce glare onto adjacent properties.
- g. All proposed lighting shall require approval of the Planning Board.

J. Signage.

- 1. Signage shall be architecturally coordinated (including size, color, shape, texture, materials and lettering style) and subject to approval by the Planning Board in general accordance with the following:
  - a. Permitted Signs
    - i. Wall signs
    - ii. Freestanding signs
    - iii. Window signs
    - iv. Permanent changeable message signs
    - v. Temporary portable roadside changeable message sign (two weeks maximum)
    - vi. Special sales signs
    - vii. Signs on awning or canopy
  - b. Two principal site business identification signs (i.e. one freestanding sign with a maximum of two display faces, and one monument or wall sign) may be displayed on the same lot as the businesses which they are associated.
  - c. The total area of all signage (except special sale signs) associated with any one business or on any one site shall not exceed an area equal to 2 square feet per linear foot of building frontage.
  - d. Two permanent freestanding/monument signs are allowed if the parcel has two curb cuts on separate streets and they are separated by a minimum of 100 feet on each street.
    - i. The mixed use portion of the Katz PUDD (Area B) shall be permitted two additional freestanding/monument signs for the purpose of identifying the names and locations of businesses occupying the mixed use building.
    - ii. Total area of the additional freestanding monument signs for the mixed use area shall not exceed 150 square feet (or 75 square feet per sign).
    - iii. The additional freestanding/monument signs shall be located at entrances to the mixed use parking area, at the rear and sides of the mixed use building, as

approved by the Planning Board. The signs shall not be located within the frontage along NYS Route 50.

- e. Size: Freestanding
  - i. Height shall be a maximum of 12 feet.
  - ii. Total area of a freestanding sign (counting one sign face) shall be 75 square feet.
- f. Size: Wall Sign
  - i. The total area of the wall sign shall not exceed an area equal to 2 square feet of sign area for each linear foot of building frontage. In no instance shall any one sign exceed 150 square feet.
- g. Window Signs
  - i. A total number of four window signs are permitted.
  - ii. Maximum display area shall not exceed 30% of the contiguous window area for each window sign.
  - iii. The aggregate total display area of all window signs does not exceed an area equal to 0.5 square foot per linear foot of building frontage.
- h. Sign Lighting. Signs may be internally or externally illuminated. Illumination of signs shall not be of intermittent or varying intensity or produce direct glare beyond the limit of the side property line. Red, green, and amber lights of such shape and hue that may be confused with official traffic lights and signals shall be prohibited. All light sources shall be shielded and mounted to avoid glare. Top-mounted lighting fixtures are preferred. No signs with a reflecting surface that can cause glare shall be allowed. No illuminated sign shall be placed or directed to cause beams of light to be cast on any public highway, sidewalk, or adjacent premises or to cause glare or reflection that will be a traffic hazard or nuisance. The Planning Board may require an illuminated sign to be turned off two hours after the close of business.

**K. Fencing/screening: All Areas.**

- 1. All fencing shall be prohibited within the front property setback of each lot except for minor decorative fencing or screening not to exceed 36 inches in height or as otherwise required in this PUDD legislation. Approval from the H.O.A. shall be required before any fencing is installed.
- 2. Screening shall be by fencing, lawn berms, shrubs, decorative walls, trees, or other approved landscape materials.

**L. Parking requirements: Area A, and Area B.**

- 1. Area A: There must be 2.0 parking spaces for each residential dwelling unit.

2. Area B: Parking lot configuration shall be as approved by the Planning Board (all sides of the building(s) may be utilized for parking spaces). Each off-street space in Area B shall consist of at least 180 square feet with a minimum width of nine feet. In addition, space necessary for aisles, maneuvering and drives shall be provided. There must be one parking spot per 100 square feet of retail use, one parking spot per 300 square feet of office use and at least 2.5 spaces for each residential dwelling unit. However, shared parking, or the use of the same parking space at different times of day or days of the week, is allowed and encouraged to lessen the amount of the surface parking. Any shared parking shall be reviewed by the Planning Board based on data presented by the applicant. The most current edition of the Urban Land Institute's publication "Shared Parking" is incorporated herein by reference for these purposes.
3. Area B: Parking shown on Exhibit B meets the intent of this legislation provided that interior garages are constructed in the first level of the apartment buildings. Exterior parking, in addition to that shown on Exhibit B, shall be provided by the builder/developer/property owner if interior garages are not constructed in the apartment buildings or if the detached garages are underutilized by future residents and the need for additional parking develops.

**M. Refuse and outside materials storage: All Areas.**

1. When necessary to store articles, goods, or materials in the open upon any lot in Katz, the storage area shall not be permitted within the front portion of the lot, defined as the area between the front property line and a line drawn from the nearest corner of the building (to the front property line) and extending perpendicularly to the side lot lines.
2. Screening of refuse or storage areas shall be by fencing or walls together with berms, trees or shrubs.

**N. Drainage: All Areas.**

1. During construction, all property owners must protect adjacent lands from runoff and silt.
2. Any surface water collected by roofs, parking lots, or other man-made structures or surface water flowing from underdeveloped areas shall be handled on site. The site drainage plan shall set as its priority the attenuation of developed runoff such that the flood and erosion potential on and off the site is not greater than that which existed before site development.
3. Each property owner and the H.O.A. shall be responsible for drainage maintenance on its own land.
4. The storm water management within Katz PUDD shall be designed and detailed on the engineering subdivision plans and specifications. The design shall be in accordance with the laws in effect at the time of design and approval by the Planning Board.

**O. Architectural restrictions:**

1. Area A.

- a. Every effort will be made to differentiate and distinguish residential buildings adjacent to each other. In the case of the apartment building, the contiguous buildings will utilize the same colors while adjacent buildings will use complimentary colors and/or architectural details to the greatest extent practicable while still maintaining an aesthetically pleasing facade. In the case of the single-family homes, the builder will endeavor to diversify the front elevation of homes located immediately adjacent to each other by utilizing various architectural features, including but not limited to garage styles; porch styles; facade material styles, colors and texture; windows and shutters; roof styles and colors; and distinguishing architectural details, etc., while still maintaining an aesthetically pleasing facade.
- b. Building height shall be as referenced in paragraph 3A of the Declaration of Covenants and Restrictions for Katz PUDD and in no case shall it exceed 40 feet (or as otherwise limited by Local Fire District restrictions) to average elevation of sloping roofs as measured from finished grade at building.
- c. Roofs shall have a slope equal to or greater than four inches in 12 inches for main structure and two inches in 12 inches for porches and attached exterior fireplace roofs. Accessory structure roofs shall have a slope equal to or greater than four inches in 12 inches.
- d. Mailboxes shall be similar style and color throughout each distinct residential area. Multi-unit mailboxes that serve several residential units in one location shall be allowed. All mailboxes shall be placed in a location that is acceptable to the USPS.
- e. A mix of architectural styles is encouraged as it allows for diversity among the housing types. Single-family homes should be designed based on any of the following architectural styles: Craftsman, Tudor, Victorian, Georgian, Southern Classical, Greek Revival, Four Square, Shingle, Classic, Ranch, Stick, and Gothic Revival as these are architectural styles that can be found in various upstate New York communities.

2. Area B.

- a. Building height.
  - i. Maximum building height will be 40 feet (or otherwise limited by Local Fire District restrictions) to top of roof parapet or to average elevation of sloping roofs as measured from finished grade at building.
- b. Building facades.
  - ii. In the case of building walls which are exposed to streets, they should be finished in an aesthetically appropriate fashion.
  - ii. Principle building facades should be constructed with or veneered with cementitious masonry materials, including brick, stucco, E.I.F.S., stone or cedar

siding or comparable wood or wood grain vinyl siding or any material not listed that the Planning Board deems appropriate and shall be subject to approval by the Planning Board.

c. **Roofs.**

i. Roof slopes of two inches in 12 inches or greater are permitted to be exposed to view and shall be limited to the following materials:

1. Fiberglass composition.
2. Asphalt composition.
3. Galvanized metal.
4. Pre-painted metal.
5. Field painted metal.
6. Copper or other metals appropriate for roofing.

ii. The pattern, color, texture, jointing design or fastening method of roofing material shall be subject to approval by the Town Planning Board.

iii. Where roof slopes are less than two inches in 12 inches, roofing materials are unrestricted, but building facades shall form a parapet so as to eliminate view of roofing mechanical equipment.

iv. Awnings/canopies over the pedestrian walk are encouraged.

P. **Specific construction not permitted within front yards.**

1. **Area A.**

- a. Accessory structures.
- b. Specific construction not permitted within front yard shall be the same as referenced to in the Town of Ballston Zoning Ordinances for residential properties located in the Ballston Lake Residential zone with the exception of any uses permitted in this ordinance.

2. **Area B.**

- a. Accessory structures.
- b. gas meters, or mechanical equipment.
- c. Gasoline refueling areas.
- d. Storage tanks
- e. Loading docks, dumpsters and utility service areas, trash receptacles and storage yards.

Q. **Environmental standards: All Areas.**

1. All uses established within Katz PUDD shall be constructed, operated and maintained as to comply with all standards as established by the local, state or federal regulatory agencies.

R. **Fire and explosion hazards: All Areas.**

1. All uses, activities, and equipment involving handling, use, and storage of flammable or explosive materials shall comply with all applicable local, state, and federal rules and regulations.
- S. **Fissionable, radioactive or electrical disturbances: All Areas.**
1. The use, handling, storage, discharge, and disposal of radioactive material or waste products are strictly prohibited in the Katz PUDD.
  2. No activities shall be permitted which produce electrical and/or electromagnetic disturbances affecting the operation of any equipment.
- T. **Air emissions: All Areas.**
1. Emissions to outdoor atmosphere shall be subject to the specific air quality standards and emissions limits set forth in the Federal Air Quality Act and the New York Air Pollution Control Rules and Regulations.
  2. No exterior wood-burning stoves, or boilers shall be permitted.
- U. **Refuse storage: All Areas.**
1. Permanent or temporary below ground disposal of refuse and other solid waste is prohibited.
  2. Temporary storage of refuse and other solid waste is permitted in typically used waste bins or receptacles, where such waste is regularly removed and disposed of in an approved landfill, resource recovery facility, or other repository approved by the New York State Department of Environmental Conservation.
- V. **Disposal of sewage and waste: All Areas.**
1. No waste material or refuse shall be dumped upon or permitted to remain upon any part of said property outside the building constructed thereon.
- W. **Toxic and hazardous substances: All Areas.**
1. Use, handling, storage, disposal, and transport of toxic and hazardous substances and industrial waste is strictly prohibited.
- X. **Maintenance standards: All Areas.**
1. The owner or lessee of any parcel within Katz PUDD shall at all times keep its premises, buildings, accessory structures, parking lots, access drives, storage yards, and all other improvements in a safe, clean, neat and sanitary condition and shall comply with all laws, ordinances, regulations, and codes pertaining to health, safety, and property maintenance. Each property owner or lessee shall provide for the removal of solid waste from its premises.
  2. During construction, it shall be the responsibility of each property owner to ensure that construction sites are kept free of unsightly accumulations of waste materials.

and that construction materials, equipment, temporary structures, etc., are kept in a neat, orderly manner.

3. The property owner or lessee shall maintain all undeveloped land within the occupied parcel in a manner compatible with these maintenance standards.
4. All landscaping shall be maintained in a neat and healthy condition and in accordance with the standards set forth in "American Standards for Nursery Stock" (ANSI Z60.1- 1986) of American Association of Nurserymen and in accordance with accepted industry practice.

**Y. Open space restrictions: All Areas.**

1. There shall be no clear-cutting of trees, grazing of domestic animals, or disturbance or change in the natural habitat in any manner. The cutting and removal of dead, damaged or fallen trees or selected clearing of trees/brush for a nature trail system shall be permitted.
2. There shall be no constructing or placing of any building, tennis or other recreational court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, lights or any other permanent structure or facility with the exception of foot bridges over wetland areas.
3. There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks.



SARATOGA COUNTY – STATE OF NEW YORK  
 SARATOGA COUNTY CLERK  
 CRAIG A. HAYNER  
 40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2021002959

Receipt#: 2021212359765  
 Clerk: TF  
 Rec Date: 01/25/2021 02:17:24 PM  
 Doc Grp: D  
 Descrip: DECLARATION OF RESTRICTIONS  
 Num Pgs: 8

Party1: KATZ EXCAVATING AND  
 CONSTRUCTION LLC  
 Party2: DECLARATION OF RESTRICTIVE  
 COVENANTS  
 Town: BALLSTON

Recording:

Pages	35.00
Cover Sheet Fee	5.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Names	0.00

Total: 80.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

This page constitutes the Clerk's endorsement, required by section 316-a (5) & 319 of the Real Property Law of the State of New York with a stamped signature underneath.

Saratoga County Clerk

Record and Return To:

STOCKLI SLEVIN LLP  
 ATTN DOREEN BRUSH  
 1826 WESTERN AVE  
 ALBANY, NY 12203

STATE OF NEW YORK  
COUNTY OF SARATOGA

DECLARATION OF  
RESTRICTIVE COVENANTS

**THIS DECLARATION OF RESTRICTIVE COVENANTS** is made this 21<sup>st</sup> day of January, 2021, by Katz Excavating And Construction, LLC, ("Declarant"), A New York limited liability company with offices at 511 Charlton Road Ballston Spa NY 12020

#### RECITALS

**WHEREAS**, Declarant is the owner in fee of certain real property ("*real property*") *includes wetlands, any interest in submerged lands, uplands, associated riparian/littoral rights*) (the "Property") comprising 89.21 acres ± and located in the Town of Ballston, Saratoga County, New York. The Property is more particularly described as tax map ID number 239.-1-1. The Declarant's deed to the Property is recorded as Instrument Number 2010020244; and

**WHEREAS**, as a portion of the restoration required by the Department of the Army (DA) Enforcement Case Number NAN-2015-00082-UCA; in recognition of the continuing benefit to the Property; and for the protection of waters of the United States and scenic, resource, environmental, and general property values; Declarant agrees to place certain Restrictive Covenants on the a portion of the property (the "Restricted Property"), in order that the Restricted Property shall remain substantially in its natural condition forever; and

**WHEREAS**, the Restricted Property comprises a total of 3.47 acres of mitigation area and is shown on the map entitled "Deed Restriction Map Lands Of Katz Excavating And Construction, LLC", dated August 4, 2020 and filed in the Saratoga County Clerk's Office on August 14, 2020 as Map M2020124; and

**WHEREAS**, a metes and bounds description of the Restricted Property is attached to this Declaration as Exhibit "A" and made a part hereof; and a reduced copy of the "Deed Restriction Map Lands Of Katz Excavating And Construction, LLC" is attached to this Declaration as Exhibit "B" and made a part hereof.

**NOW THEREFORE**, for good and valuable consideration as set forth above, Declarant hereby declares that the Restricted Property shall be held, occupied, and used, and shall be transferred, conveyed, leased, or otherwise disposed of subject to the following Restrictive Covenants, which shall run with the land and be binding on all heirs, successors, assigns lessees, other occupiers and users (they are included in the term, "Declarant," below).

#### PROHIBITIONS

The Declarant shall ensure that these Prohibitions shall run with the Restricted Property in perpetuity, and be binding on the Declarant and its successors, assigns, lessees, and other occupiers and users.

These Restrictive Covenants are subject to Declarant's reserved rights, which follow, and to the requirements of DA Permits.

1. **General.** There shall be no future filling, flooding, excavating, mining or drilling; no removal of natural materials; and no alteration of the topography which would materially affect the Restricted Property in any manner, except as authorized by the DA Permit.
2. **Waters and Wetlands.** In addition to the general restrictions above, within the Restricted Property there shall be no draining, dredging, damming or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, or reducing the reach of waters; and no other discharges or activity requiring a permit under applicable water pollution control laws or regulations, except as authorized by the DA Permit.
3. **Trees/Vegetation.** On the Restricted Property there shall be no clearing, burning, cutting or destroying of trees or vegetation, except removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster, or as authorized by the DA Permit. There shall be no planting or introduction of non-native or exotic species of trees or other vegetation.
4. **Disposal:** There shall be no dumping of trash, waste, garbage or toxic, unsightly, hazardous or offensive material on the Restricted Property.
5. **Uses.** No agricultural, animal grazing, industrial, mining, logging or commercial activity shall be undertaken or allowed on the Restricted Property.
6. **Structures/Utilities.** There shall be no construction, erection, or placement of buildings, billboards, utilities components or any other structures, to include trailers, mobile homes or recreational vehicles, telecommunications towers or antennas, on the Restricted Property.
7. **Roads.** There shall be no construction of roads, trails or walkways on the Restricted Property.
8. **Pest Control.** There shall be no application of pesticides or herbicides to control vegetation on the Restricted Property, without prior written approval of the Corps of Engineers.
9. **Vehicle Use.** There shall be no driving or use of any mechanical conveyance which may alter or impair the natural contour of the Restricted Property or its natural vegetation, except that motor vehicles may be used in case of emergency, for law-enforcement purposes, or to perform mitigation activity as required by the DA Permit.
10. **Other Prohibitions.** Any other use of, or activity on, the Restricted Property which is or may become inconsistent with the purposes of this Declaration, the preservation of the Restricted Property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

#### **GENERAL CONDITIONS**

1. **Other Restrictions.** The Declarant represents and warrants that no restriction of record on the use of the Restricted Property, nor any presently existing future estate or interest in the Restricted Property, nor any lien, obligation, covenant, limitation,
-

lease, mortgage or encumbrance of any kind precludes the imposition of the restrictions, covenants, obligations or agreements of this Declaration, or the maintenance of the Restricted Property in accordance herewith.

2. **Existing Conditions.** The Declarant represents and warrants that no structures of any kind, to include roads, trails or walkways, and that no violations of any these Restrictive Covenants exist on the Restricted Property at the time of execution of this Declaration.

3. **Reserved Rights.** The Restrictive Covenants set forth in this Declaration are created solely for the protection of the Restricted Property, and for the consideration and values set forth above, and Declarant reserves the ownership of the fee simple estate upon the Restricted Property and all rights appertaining thereto, including the right to engage in all acts or uses not prohibited by this Declaration and not inconsistent with the conservation purposes hereof. It is expressly understood and agreed that the terms of this Declaration do not grant or convey to members of the general public any rights of ownership, entry or use of the Restricted Property.

4. **Marking.** The Declarant shall mark the limits of the Restricted Property in a manner approved by the Corps of Engineers, and shall maintain the marking in place so as to notify the public that the Restricted Property is an area preserved for conservation purposes.

5. **Recording.** The Declarant shall record this Declaration in the records of the Saratoga County Clerk, shall insure that this Declaration is indexed against the Restricted Property, and shall provide the Corps of Engineers with a copy of this Declaration, as filed, within 45 days of execution hereof.

6. **Compliance Inspections.** The Corps of Engineers and their authorized agents shall have the right to enter and go upon the lands of Declarant to inspect the Restricted Property and take actions necessary to verify compliance with the Restrictive Covenants set forth in this Declaration.

7. **Enforcement.** This Declaration is required as a condition of the DA Permit identified above. The Declarant hereby grants to the Corps of Engineers, and the U.S. Department of Justice a discretionary right to enforce the Restrictive Covenants set forth in this Declaration in a judicial action against any person or other entity violating or attempting to violate these Restrictive Covenants; provided, however, that no violation of these Restrictive Covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil or criminal penalties or an award of agency attorneys' fees. Nothing herein shall limit the right of the Corps of Engineers to modify, suspend or revoke their respective Permits.

8. **Notice to Government.** Any permit application or request made to any governmental entity and affecting the Restricted Property shall expressly reference

and include a copy (with the recording stamp) of this Declaration.

9. **Notice to Permitting Authorities.** The Declarant (to include any successor Declarant) shall provide at least 60 days' advance notification to the Corps of Engineers before any action is taken to void or modify this Declaration, including transfer of title to, or establishment of any other legal claims over, the Restricted Property. In the event of intended conveyance of any real property interest in the Restricted Property, the Declarant shall provide with such notification the full names and mailing addresses of all Grantees.

10. **Property Transfers.** Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these Restrictive Covenants):

NOTICE: This Property is Subject to Declaration of Restrictive Covenants Recorded at *[insert book and page references, county(ies), and date of recording]*.


11. **Amendment.** This Declaration may only be amended by a recorded document signed by the Declarant after written approval by the Corps of Engineers. Any amendment shall be consistent with the Corps of Engineers' model site protection restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps of Engineers, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Corps of Engineers mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.


12. **Severability Provision.** Should any separable part of these Restrictive Covenants be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Restrictive Covenants on the date written above.

IN THE PRESENCE OF:

Katz Excavating &  
Construction, LLC  
Declarant

  
Printed Name: 11/21/2021  
Doreen BWSH

By: 

Printed Name: Mark Katz

Title: Member



LEGACY WOODS HOMEOWNERS' ASSOCIATION INC					
PROPOSED FIRST YEAR BUDGET					
Projected Income					
Maintenance Charges	\$154 per home per year	\$8,778.00			
Projected Income					
Mowing		\$7,500.00			
Fertilizing		\$1,250.00			
	Total	\$8,750.00			



SARATOGA COUNTY – STATE OF NEW YORK  
 SARATOGA COUNTY CLERK  
 CRAIG A. HAYNER  
 40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2025016225  
 Receipt#: 2025212583921  
 Clerk: DG  
 Rec Date: 06/23/2025 10:27:30 AM  
 Doc Grp: D  
 Descrip: DEED  
 Num Pgs: 4  
 Party1: KATZ EXCAVATION&CONSTRUCTION  
 LLC  
 Party2: MALTA LANDCOINC

Recording:  
 Pages 15.00  
 Cover Sheet Fee 5.00  
 Recording Fee 20.00  
 Cultural Ed 14.25  
 Records Management - Coun 1.00  
 Records Management - Stat 4.75  
 RP5217 - County 9.00  
 RP5217 All others - State 241.00  
 Names 0.00  
 TP 584 5.00  
 Sub Total: 315.00  
 Transfer Tax 10260.00  
 Transfer Tax 10260.00  
 Sub Total: 10260.00  
 Total: 10575.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 6116  
 Commercial  
 Transfer Tax 10260.00  
 Total: 10260.00

Record and Return To:

ELECTRONICALLY RECORDED BY CSC INCEO

This page constitutes the Clerk's endorsement, required by section 316-a (5) & 319 of the Real Property Law of the State of New York with a stamped signature underneath.

Saratoga County Clerk

2025016225  
06/23/2025 10:27:30 AM  
4 Pages RECORDED  
DEED  
Saratoga County Clerk

-0-  
NTA 2401257p

WARRANTY DEED

THIS INDENTURE, made this 12 day of June, 2025

BETWEEN **Katz Excavating and Construction LLC** with a principal address of 243 Sweetman Road, Ballston Spa, New York 12020

*party of the first part, and*

**Malta Land Company, LLC** with a principal address of 464 Maple Ave, Saratoga Springs, New York 12866

*party of the second part,*

WITNESSETH that the party of the first part, in consideration of ONE and 00/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, their successors and assigns forever,

ALL THAT LOT, PIECE OR PARCEL OF LAND, as more fully described in Schedule "A" attached hereto and made a part hereof.

BEING A PORTION OF the same premises conveyed to the party of the first part by deed from Diane Carpenter as Trustee of The Daniel J. Schiavo Irrevocable Trust, dated 3/3/2006 and Diane Carpenter as Trustee of the Ruth H. Schiavo Irrevocable Trust dated 3/3/2006 dated June 28, 2010, and recorded in the Saratoga County Clerk's Office on June 29, 2010, in Instrument Number 2010020244;

THIS CONVEYANCE is made subject to any and all covenants, conditions, easements and restrictions of record against the premises. Including but not limited to, Declaration of Reciprocal Easements between Katz Excavating and Construction, LLC and RBC Ballston Spa Development, LLC, date June 11, 2025

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, their successors and assigns forever.

AND the party of the first part covenant as follows:

FIRST, that the party of the second part shall quietly enjoy the same premises;

SECOND, that the party of the first part will forever Warrant the title to said premises.

THIRD, that, in Compliance with §13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seals the day and year first above written.

IN PRESENCE OF

KATZ EXCAVATION AND CONSTRUCTION LLC



BY: MARK KATZ  
ITS: MEMBER MANAGER

STATE OF NEW YORK )  
                                  )SS.:  
COUNTY OF Albany)

On this 3rd day of June, in the year 2025, before me, the undersigned, personally appeared **Mark Katz** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

MARY ELIZABETH SLEVIN  
Notary Public State of New York  
Qualified in Albany County  
No. 01SL4926576  
Commission Expires March 21, 2026

## SCHEDULE A

All that certain tract, piece or parcel of land situate in the Town of Ballston, County of Saratoga, State of New York, lying along the westerly line of N.Y.S. Route 50, being further bounded and described as follows:

Beginning at the point of intersection of the common division line between Lot 60 to the North and Logan Drive to the South with the westerly line of N.Y.S. Route 50, all as shown on a map entitled, "Subdivision Lands of Katz-N.Y.S. Route 50 Mixed Use Site Plan" dated October 18, 2024 prepared by Gilbert VanGuilder Land Surveyor, PLLC and filed in the Saratoga County Clerk's Office as Map M2025056, thence from said point of beginning along said westerly line South 36° 32' 50" West, 449.52 feet to the point of intersection of said westerly line with the northerly line of Gershon as described in Book 1495 of Deeds at Page 537, thence along the northerly land westerly lines of said lands of Gershon the following two (2) courses: 1.) North 53° 27' 54" West, 300.00 feet to a point, thence 2.) South 36° 32' 06" West, 355.61 feet to a point in the northerly line of Lucas as described in Book 1542 of Deeds at Page 527, thence along said northerly line, North 80° 54' 47" West, 1,175.47 feet to a point in the easterly line of Winters as described in Book 2009 of Deeds at Page 12664, thence along the easterly and northerly lines of said lands of Winters the following two (2) courses: 1.) North 08° 43' 57" East, 669.97 feet to a point, thence 2.) North 80° 17' 18" West, 387.14 feet to the point of intersection of said northerly line with the easterly line of Mills as described in Book 2013 of Deeds at Page 39742, thence along said easterly line, and the easterly line of Fortna and Deluca as described in Book 1732 of Deeds at Page 152 the following two (2) courses: 1.) North 08° 29' 57" East, 371.44 feet to a point, thence 2.) North 09° 14' 12" East, 486.75 feet to the point of intersection of said easterly line of Fortna and Deluca with the southerly line of Cusma, Larson and Wirth as described in Book 2009 of Deeds at Page 38066, thence along said southerly line, South 81° 07' 00" East, 686.78 feet to a point in the southwesterly line of Lot 59 as shown on aforesaid filed map, thence along the southwesterly and southerly lines of said Lot 59 the following three (3) courses: 1.) South 34° 40' 40" East 1,043.54 feet to a point of curvature, thence 2.) along a curve to the right having a radius of 240.00 feet, an arc length of 178.30 feet, and a chord of South 74° 38' 10" East, 174.23 feet to a point of reverse curvature, thence 2.) along a curve to the left having a radius of 240.00 feet, an arc length of 7.17 feet, and a chord of South 54° 12' 30" East, 7.16 feet to a point in aforementioned common division line, thence along said common division line the following six (6) courses: 1.) along a curve to the left having a radius of 240.00 feet, an arc length of 41.91 feet, and a chord of South 60° 03' 50" East, 41.86 feet to a point, thence 2.) South 65° 04' 00" East (Map: South 61° 22' 20" East), 57.33 feet to a point, thence 3.) South 65° 04' 00" East, 383.96 feet to a point of curvature, thence 4.) along a curve to the right having a radius of 230.00 feet, an arc length of 47.33 feet, and a chord of South 59° 10' 20" East, 47.25 feet to a point, thence 5.) South 53° 16' 40" East, 87.19 feet to a point of curvature, thence 6.) along a curve to the left having a radius of 25.00 feet, an arc length of 39.35 feet, and a chord of North 81° 38' 10" East, 35.41 feet to the point of beginning and containing 46.09± acres of land.

The above description is intending to described Logan Drive, Kenzie Court, Sarah Drive, Potential Future Right of Way, Parcel B, Parcel C, Parcel A, and Lots 1-57 as shown on said filed map. Subject to and together with easements as shown on said filed map.

**STATISTICAL RECORD**

**NAME OF PROJECT** Legacy Woods of Ballston HOA

**ADDRESS** 464 Maple Avenue

**CITY** Saratoga Sp **COUNTY** Saratoga **STATE** NY **ZIP** 12866

**SPONSOR** Homes by Malta Development, Inc.  
(LIST INDIVIDUAL PRINCIPALS ON BACK OF CARD)

**ADDRESS** 464 Maple Avenue, Saratoga Springs, NY 12866

**SPONSOR'S ATTORNEY (Firm)** Ianniello Anderson P.C.

**BY** Courtney N. Anauo, Esq. **TEL. NO.** 518-371-8888

**ADDRESS** 805 NY-146 Clifton Park NY 12065

**CHECK APPLICABLE ITEMS:**

- |  |  |
|--|--|
| <input type="checkbox"/> Pt 17 (Coop)          | <input type="checkbox"/> Pt 21 (NC/Vac Coop)           |
| <input type="checkbox"/> Pt 18 (Occ. Coop)     | <input checked="" type="checkbox"/> Pt 22 (Homeowners) |
| <input type="checkbox"/> Pt 19 (Condo)         | <input type="checkbox"/> Pt 23 (Occ. Condo)            |
| <input type="checkbox"/> Pt 20 (NC/Vac. Condo) | <input type="checkbox"/> Pt 24 (Timeshare)             |
| <input type="checkbox"/> Other _____           |  |

**File NO:** \_\_\_\_\_

**FOR OFFICE USE ONLY**

**DEPOSIT \$** \_\_\_\_\_

**REC./DATE** \_\_\_\_\_

**BALANCE \$** \_\_\_\_\_

**REC./DATE** \_\_\_\_\_

**INIT. PP \$** \_\_\_\_\_

**PP on Accep.** \_\_\_\_\_

**Date** \_\_\_\_\_

**CPS-1 Date** \_\_\_\_\_

**CPS- 7 Date** \_\_\_\_\_

**Atty.** \_\_\_\_\_

**Date Acc.** \_\_\_\_\_

**Rec. No.** \_\_\_\_\_

**KEY DATES:**

**PLAN REC'D** \_\_\_\_\_

**ASSIGNED TO:** \_\_\_\_\_

**REJECTED:** \_\_\_\_\_

**WITHDRAWN:** \_\_\_\_\_

**ABANDONED:** \_\_\_\_\_

**ACCEPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

**NO. OF UNITS SOLD:** \_\_\_\_\_

**BUILDING INFORMATION**

**Check Applicable Items:**

**Check Type:**

**No Units:**

**Existing Use:**

- Coop
- Condo
- Condo/Coop
- Continuing Care Retirement Community
- HOA
- Sponsored by HPD (NYC)
- Loft
- PHFL:
  - Mitchell Lama: Art. 2
  - Redevelopment Co: Art. 5
  - HDFC: Art. 11
- Timeshare
- Other: \_\_\_\_\_  
(Specify)

- Res. Conver.:
  - Non Evic.
  - Evic.
  - Prof.
- Res. Vacant:
  - New Const.
  - Rehab.
- Comm.:
  - Occ.
  - Prof.
  - Vacant
- Other: \_\_\_\_\_  
(Specify)

- Comm. \_\_\_\_\_
- Parking \_\_\_\_\_
- Prof. \_\_\_\_\_
- Resort \_\_\_\_\_
- Resid. \_\_\_\_\_
- RC \_\_\_\_\_
- RS \_\_\_\_\_
- Non-reg. \_\_\_\_\_
- Storage \_\_\_\_\_
- Other \_\_\_\_\_
- Total: \_\_\_\_\_

- Commercial
- Loft (Mfg.)
- Office
- Prof.Bldg.
- Residential
- SRO
- School, Hosp.
- Other \_\_\_\_\_  
(Specify)

**LIST ALL INDIVIDUALS WHO ARE PRINCIPALS OF THE SPONSOR  
(PLEASE PRINT OR TYPE)**

Wayne T. Samascott		

**STATISTICAL RECORD**

**NAME OF PROJECT** Legacy Woods of Ballston HOA

**ADDRESS** 464 Maple Avenue

**CITY** Saratoga Sp **COUNTY** Saratoga **STATE** NY **ZIP** 12866

**SPONSOR** Malta Land Company, LLC  
(LIST INDIVIDUAL PRINCIPALS ON BACK OF CARD)

**ADDRESS** 464 Maple Avenue, Saratoga Springs, NY 12866

**SPONSOR'S ATTORNEY (Firm)** Ianniello Anderson P.C.

**BY** Courtney N. Anauo, Esq. **TEL. NO.** 518-371-8888

**ADDRESS** 805 NY-146 Clifton Park NY 12065

**CHECK APPLICABLE ITEMS:**

- |  |  |
|--|--|
| <input type="checkbox"/> Pt 17 (Coop)          | <input type="checkbox"/> Pt 21 (NC/Vac Coop)           |
| <input type="checkbox"/> Pt 18 (Occ. Coop)     | <input checked="" type="checkbox"/> Pt 22 (Homeowners) |
| <input type="checkbox"/> Pt 19 (Condo)         | <input type="checkbox"/> Pt 23 (Occ. Condo)            |
| <input type="checkbox"/> Pt 20 (NC/Vac. Condo) | <input type="checkbox"/> Pt 24 (Timeshare)             |
| <input type="checkbox"/> Other _____           |  |

**File NO:** \_\_\_\_\_

**FOR OFFICE USE ONLY**

**DEPOSIT \$** \_\_\_\_\_

**REC./DATE** \_\_\_\_\_

**BALANCE \$** \_\_\_\_\_

**REC./DATE** \_\_\_\_\_

**INIT. PP \$** \_\_\_\_\_

**PP on Accep.** \_\_\_\_\_

**Date** \_\_\_\_\_

**CPS-1 Date** \_\_\_\_\_

**CPS- 7 Date** \_\_\_\_\_

**Atty.** \_\_\_\_\_

**Date Acc.** \_\_\_\_\_

**Rec. No.** \_\_\_\_\_

**KEY DATES:**

**PLAN REC'D** \_\_\_\_\_

**ASSIGNED TO:** \_\_\_\_\_

**REJECTED:** \_\_\_\_\_

**WITHDRAWN:** \_\_\_\_\_

**ABANDONED:** \_\_\_\_\_

**ACCEPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

**NO. OF UNITS SOLD:** \_\_\_\_\_

**BUILDING INFORMATION**

**Check Applicable Items:**

**Check Type:**

**No Units:**

**Existing Use:**

- Coop
- Condo
- Condo/Coop
- Continuing Care Retirement Community
- HOA
- Sponsored by HPD (NYC)
- Loft
- PHFL:
  - Mitchell Lama: Art. 2
  - Redevelopment Co: Art. 5
  - HDFC: Art. 11
- Timeshare
- Other: \_\_\_\_\_  
(Specify)

- Res. Conver.:
  - Non Evic.
  - Evic.
  - Prof.
- Res. Vacant:
  - New Const.
  - Rehab.
- Comm.:
  - Occ.
  - Prof.
  - Vacant
- Other: \_\_\_\_\_  
(Specify)

- Comm. \_\_\_\_\_
- Parking \_\_\_\_\_
- Prof. \_\_\_\_\_
- Resort \_\_\_\_\_
- Resid. \_\_\_\_\_
- RC \_\_\_\_\_
- RS \_\_\_\_\_
- Non-reg. \_\_\_\_\_
- Storage \_\_\_\_\_
- Other \_\_\_\_\_
- Total: \_\_\_\_\_

- Commercial
- Loft (Mfg.)
- Office
- Prof.Bldg.
- Residential
- SRO
- School, Hosp.
- Other \_\_\_\_\_  
(Specify)

**LIST ALL INDIVIDUALS WHO ARE PRINCIPALS OF THE SPONSOR  
(PLEASE PRINT OR TYPE)**

Thomas J. Samascott		



NEW YORK STATE  
DEPARTMENT OF LAW  
INVESTOR PROTECTION BUREAU  
28 Liberty Street  
New York, NY 10005  
212-416-8122 TDD (for hearing impaired) 1-800-788-9898  
www.ag.ny.gov

NY FORM RI-1

### REGISTRANT INFORMATION FORM

1. Samascott Wayne T.  
Last Name First Name Middle Name  
2. 464 Maple Avenue Saratoga Springs NY 12866  
Business Address Street City State Zip Code  
3. Saratoga Springs 4(a). 07/05/1978 4(b). 518-885-6420  
Place of Birth Date of Birth Business Phone

5. Name of Issuer: \_\_\_\_\_

6. Have you ever used or been known by any other name? Yes [ ] No []  
If "Yes", please specify \_\_\_\_\_

7. Have you or has any business entity under your control or in which you were a principal shareholder (10% or more) or in which you held a substantial equity or controlling interest (10% or more) or of which you were an officer, director, general partner, trustee or principal:

(a) ever been convicted of any crime (other than minor traffic violations) or is any such charge presently pending: Yes [ ] No []

(b) ever been the subject of any injunction, cease and desist order, assurance of discontinuance, suspension or restraining order, revocation of a license to practice a trade, occupation or profession, denial of an application to obtain or renew same, any stipulation or consent to desist from any act or practice, any disciplinary action by any court or administrative agency, or is any action or proceeding seeking such relief presently pending? Yes [ ] No []

(c) ever made an assignment for the benefit of creditors, been the subject of a receivership or bankruptcy proceeding, reorganized in bankruptcy, or been adjudged a bankrupt? Yes [ ] No []

(d) ever had a judgment entered against you or have a judgement which is presently unsatisfied? Yes [ ] No []

8. Are you or is any business entity under your control or in which you were a principal shareholder (10% or more) or in which you held a substantial equity or controlling interest (10% or more) or of which you were an officer, director, general partner, trustee or principal, a party in any litigation or administrative proceeding in which it is alleged that you or it committed fraud or otherwise violated any provision of the Martin Act or any other securities law? Yes [ ] No []

9. If the answer to 7(a) through (d), or 8 is "Yes" state full particulars, including dates, nature of proceeding, title and location of public authority, circumstances and final disposition. If there is insufficient space below, complete response in an attached, sworn statement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. List all professional, business or occupational licenses or registrations which you now hold, have held, or have applied for:

\_\_\_\_\_

11. The following is my complete employment and business record including periods of self-employment and unemployment for the past five years:

From	To	Name and Address of Employer	Type of Business	Position Held
Mo. Yr.	Mo. Yr.			
06/1997	present	Malta Development Co, Inc.	Builder/Developer	Vice Pres.
01/2025	present	Homes by Malta Development Inc	Builder/Developer	President
09/2013	present	Advanced Spray Foam Inc	spray foam	Vice Pres.
04/2019	present	Northway Exit 16 Self Storage	self storage	Owner

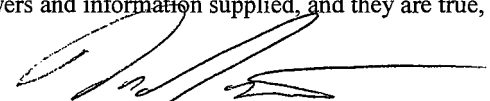
12. The following is a complete record of my business affiliations for the past five years, including all entities not listed in 11 above, under my control or in which I was a principal shareholder (10% or more) or in which I held a substantial equity or controlling interest (10% or more) or of which I was an officer, director, general partner, trustee or principal.

From	To	Name and Address of Entity	Type of Business	Position Held
Mo. Yr.	Mo. Yr.			

Date: July, 2025 Signature: \_\_\_\_\_

STATE OF )  
 : SS.:  
 COUNTY OF )

Wayne T. Samascott \_\_\_\_\_, being duly sworn, deposes and says that I am the person described in and who signed the above registrant information form. I have read the questions and answers and information supplied, and they are true, accurate and complete.

  
 \_\_\_\_\_  
 (Signature of Affiant)

Sworn to before me this

22<sup>nd</sup> day of July, 2025.

(Notary signature and legible official stamp)



SHARIE T. WALERSTEIN  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Registration No. 01WA6187282  
 Qualified in Saratoga County  
 Commission Expires May 19, 2028

\_\_\_\_\_  
 President or General Partner



## STATE OF NEW YORK NOTICE OF APPEARANCE

Section 166 of the Executive Law requires a regulatory agency to maintain for public inspection, a record of who appears before it for a fee as a third party (*i.e.*, an attorney, an agent, lobbyist,\* or representative) on behalf of a person or organization subject to the regulatory jurisdiction of the agency. This usually occurs when the third party's client is involved in an enforcement, formal permit, or application matter. *This form is subject to all the rules and regulations of the Freedom of Information Law. Information that is confidential as a matter of law need not be furnished.*

Agency: NYS Attorney General

Date: August 20, 2025

Division/Bureau: Real Estate Financing Section

1. Name of Individual appearing: Courtney N. Anauo, Esq.

Address: lanniello Anderson, PC/ 805 Route 146 Clifton Park NY 12065

Telephone: 518-371-8888

Email: canauo@ialawny.com

2. Client represented: Legacy Woods of Ballston

Address: 464 Maple Avenue Saratoga Springs NY 12866

Telephone: 518-885-6420

3. Subject of appearance:  Regulatory/Enforcement  Lobbying

4. Acting in capacity of:

Attorney  
 Agent

Lobbyist

Other (describe) \_\_\_\_\_

5. Are you being compensated?  Yes  No If Yes:  Fee  Salary

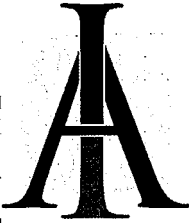
6. Signature of individual appearing: Courtney N. Anauo

7. Agency official (print name): \_\_\_\_\_

Signature: \_\_\_\_\_

\*A LOBBYIST is a person or organization, other than a New York State government employee acting in an official capacity, who appears for the purpose of influencing the adoption or rejection of proposed rules, regulations, rate or legislation, including the State budget. An "appearance" for lobbying purposes can be a personal visit, letter, telephone call, conversation at a meeting, or any other type of contact, but does not include "on the record" proceedings or hearings.

ANTHONY R. IANNIELLO  
RICHARD F. ANDERSON  
MEGAN M. BOND  
JENNIFER L. TAYLOR  
KELLY M. CURRO\*\*  
MATTHEW J. CHAUVIN  
MARC R. PALLOZZI  
DANIEL B. WADE  
COURTNEY N. ANAUO  
CARL J. KEMPF III\*\*\*



# IANNIELLO ANDERSON, P.C.

*Attorneys and Counselors at Law*

805 ROUTE 146  
NORTHWAY NINE PLAZA  
CLIFTON PARK, NY 12065  
(518) 371-8888  
FAX: (518) 371-1755†

Websites: [www.ialawny.com](http://www.ialawny.com)†  
[www.capitalregionlawyers.com](http://www.capitalregionlawyers.com)†

8 AIRLINE DRIVE, SUITE 101†  
ALBANY, NY 12205  
(518) 371-8888  
FAX: (518) 862-0509†

6 BUTLER PLACE†  
SARATOGA SPRINGS, NY 12866  
(518) 371-8888  
FAX: (518) 583-7657†

333 GLEN STREET, SUITE 200†  
GLENS FALLS, NY 12801  
(518) 371-8888  
FAX: (518) 792-4366†

ALL SERVICE OF PAPERS:  
805 ROUTE 146  
NORTHWAY NINE PLAZA  
CLIFTON PARK, NEW YORK 12065

† NOT FOR SERVICE OF PAPERS

\*\*Also Admitted in MA  
\*\*\*Also Admitted in VT

August 8, 2025

New York State Department of Law  
Real Estate Financing Section  
120 Broadway, 23<sup>rd</sup> Floor  
New York, New York 10271

RE: CPS-7 – Legacy Woods of Ballston Homeowners' Association, Inc.  
Town of Ballston, Saratoga County, New York

Gentlemen:

I am the attorney who prepared the CPS-7 application for the captioned property. I affirm as follows:

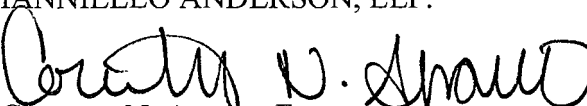
Enclosed for filing is an application for CPS-7 treatment for the captioned property submitted under the simplified procedures for homeowners associations with a de minimis cooperative interest.

I am fully familiar with the provisions of Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 22.

I have prepared the application based on information from the Sponsors. I expressly disclaim any responsibility to have made an independent inspection of the property or investigation of the information furnished to me by the Sponsors.

I have no actual knowledge of any violation of Article 23-A of the General Business Law or Part 22 of the regulations promulgated by the Department of Law, nor do I have actual knowledge of any material fact omitted or any untrue statement of a material fact included in the application.

Very truly yours,  
IANNIELLO ANDERSON, LLP.

  
Courtney N. Anauo, Esq.

**NEW YORK STATE DEPARTMENT OF STATE**  
**DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE**  
**FILING RECEIPT**

**ENTITY NAME :** LEGACY WOODS OF BALLSTON HOMEOWNERS'  
ASSOCIATION, INC.  
**DOCUMENT TYPE :** CERTIFICATE OF INCORPORATION  
**ENTITY TYPE :** DOMESTIC NOT-FOR-PROFIT CORPORATION

**DOS ID :** 7732927  
**FILE DATE :** 10/10/2025  
**FILE NUMBER :** 251014000523  
**TRANSACTION NUMBER :** 202510100003103-5042919  
**EXISTENCE DATE :** 10/10/2025  
**DURATION/DISSOLUTION :** PERPETUAL  
**COUNTY :** SARATOGA



**SERVICE OF PROCESS ADDRESS :** THE CORPORATION  
464 MAPLE AVENUE, SUITE 13  
SARATOGA SPRINGS, NY, 12866, USA

**ELECTRONIC SERVICE OF PROCESS**  
**EMAIL ADDRESS :** N/A

**FILER :** IANNIELLO ANDERSON, P.C.  
805 ROUTE 146, NORTHWAY NINE PLAZA  
CLIFTON PARK, NY, 12065, USA  
**SERVICE COMPANY :** IANNIELLO ANDERSON, P.C.  
**SERVICE COMPANY ACCOUNT :** 8Y  
**CUSTOMER REFERENCE :** ARI/SAMASCOTT

*You may verify this document online at :* <http://ecorp.dos.ny.gov>  
**AUTHENTICATION NUMBER :** 100008935983

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<b>TOTAL FEES:</b>	<b>\$100.00</b>	<b>TOTAL PAYMENTS RECEIVED:</b>	<b>\$100.00</b>
<b>FILING FEE:</b>	<b>\$75.00</b>	<b>CASH:</b>	<b>\$0.00</b>
<b>PAST DUE FINE FEE:</b>	<b>\$0.00</b>	<b>CHECK/MONEY ORDER:</b>	<b>\$0.00</b>
<b>CERTIFICATE OF STATUS:</b>	<b>\$0.00</b>	<b>CREDIT CARD:</b>	<b>\$0.00</b>
<b>CERTIFIED COPY:</b>	<b>\$0.00</b>	<b>DRAWDOWN ACCOUNT:</b>	<b>\$100.00</b>
<b>COPY REQUEST:</b>	<b>\$0.00</b>	<b>REFUND DUE:</b>	<b>\$0.00</b>
<b>EXPEDITED HANDLING:</b>	<b>\$25.00</b>		

**CERTIFICATE OF INCORPORATION**  
**OF**  
**LEGACY WOODS OF BALLSTON HOMEOWNERS' ASSOCIATION, INC.**

**Under Section 402 of the Not-for-Profit Corporation Law**

**Filed By:**

**Ianniello Anderson, P.C.**  
**805 Route 146, Northway Nine Plaza**  
**Clifton Park, NY 12065**  
**Telephone: (518) 371-8888**



**BY-LAWS  
OF  
LEGACY WOODS OF BALLSTON HOMEOWNERS' ASSOCIATION, INC.**

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**BY-LAWS  
OF  
LEGACY WOODS OF BALLSTON HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I  
NAME, LOCATION AND MEMBERSHIP**

**Section 1.01. Name and Location.** The name of the not-for-profit corporation, organized pursuant to the New York State Not-for-Profit Corporation Law, is the **Legacy Woods of Ballston Homeowners' Association, Inc.**, hereinafter referred to as the "Association". The Certificate of Incorporation was filed in the Office of the Secretary of State of the State of New York, on **October 10, 2025**. The Corporation (hereinafter referred to as the "Association") was organized for the purpose of taking title to the Property deeded, or to be deeded, to the Association and administering the operations of the Association. The principal office of the Association shall be located in the City of Saratoga Springs, County of Saratoga and State of New York.

**Section 1.02. Applicability of By-Laws.** The provisions of these By-Laws are applicable to the Property of the Association and the use thereof.

**Section 1.03. Personal Application.** All present and future Owners, their guests, lessees, licensees, invitees and Mortgagees, and any other person having a right to use all or a portion of the Property by virtue of rights previously granted by deed and any other person who may use the facilities of the Property in any manner, are subject to these By-Laws and the Declaration and Rules and Regulations (as hereinafter defined).

**ARTICLE II  
DEFINITIONS**

**Section 2.01. Definitions.** All capitalized terms herein, which are not separately defined or denominated herein shall have the meanings given to those terms in Article I of the Declaration.

**ARTICLE III  
OWNERS; VOTING RIGHTS**

**Section 3.01. Membership.** The Association shall have as Members only Owners of Lots and/or Homes within the LEGACY WOODS OF BALLSTON Subdivision as described on Schedule "A" of the Declaration. All Owners shall be deemed automatically to have become Members upon the date that title to the Lot is transferred to said Owner and there shall be no other qualification for membership. Membership, as set forth in Article III, Section 3.02 of the declaration, shall be appurtenant to, and shall not be separated from, the ownership any of the interests described in the definition of the word "Owner" as found in Article I of the Declaration. Any person or entity holding an interest in a Lot and/or Home merely as security for the

performance of an obligation shall not be a Member, as set forth in Article III, Section 3.03 of the Declaration.

**Section 3.02. Voting.** In accordance with Section 611 (e) of the New York State Not-for-Profit Corporation Law, each Owner (including the Sponsor, if the Sponsor shall then own or hold title to one (1) or more Lots and/or Homes) shall be entitled to cast one (1) vote, regardless of the number of Lots and/or Homes owned, at all meetings of Owners. In the event that any Lot and/or Home is owned by more than one person, the vote shall be cast by the person named in an "Authorized Voting Owner Certificate" signed by all Owners of such Lot and/or Home and filed with the Secretary of the Association. Such "Authorized Voting Owner Certificate" shall be valid until revoked by a subsequent Certificate. If such Certificate is not on file, the person first named on the deed by which title was obtained shall be the person considered the Authorized Voting Owner or Member.

A fiduciary shall be the Authorized Voting Member with respect to any Home owned in a fiduciary capacity and a Certificate shall be filed with the Secretary.

Voting rights of any Owner delinquent in the payment of his or her Assessments may be suspended.

**Section 3.03. Right to Vote.** At any meeting of Owners, every Authorized Voting Owner having the right to vote shall be entitled to vote in person, by mail (absentee ballot) or by a person, who need not be an Owner, designated by the Owner, to act as proxy on his or her behalf.

**Section 3.04. Proxies.** All proxies shall be in writing and shall be filed with the Secretary no less than three (3) days prior to the commencement of the meeting at which the same are to be used. Such proxies shall only be valid for such meeting or subsequent adjourned meetings thereof. A notation of such proxies shall be made in the minutes of the meeting.

**Section 3.05. Absentee Ballot.** All absentee ballots shall be in writing and shall be filed with the Secretary no less than three (3) days prior to the commencement of the meeting at which the same are to be used. Such absentee ballots shall be valid only for such meeting or subsequent adjourned meeting thereof. A notation of such absentee ballots shall be made in the minutes of the meeting.

**Section 3.06. Voting Regulations.** The Board of Directors may make such regulations, consistent with the terms of the Declaration, the Certificate of Incorporation, these By-Laws and the Not-for-Profit Corporation Law of the State of New York, as it deems advisable for any meeting of the Owners in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of elections, registration of Owners for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

**Section 3.07. Sponsor's Right to Assign its Vote.** The Sponsor may, subject to a duly filed amendment to the Offering Plan for the sale of the Lots, together with interests in the

Association, assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership, may take successive like assignments. Membership in the Association shall not otherwise be transferable or assignable.

#### **ARTICLE IV MEETING OF OWNERS**

**Section 4.01. Annual Meeting.** Upon the Transfer of Control Date, the Sponsor shall notify all Owners that the first meeting of Owners shall be held within thirty (30) days thereafter. The annual Association meeting of Owners thereafter shall be held on or about the same date each succeeding year, at a time to be determined by the Board of Directors and at such place convenient to the Board of Directors and adequate in size to accommodate all Owners. Failure to hold an annual meeting at the designated time shall not terminate the Association's existence or otherwise affect valid acts of the Association. At such meetings, the Owners shall elect the Board in accordance with the provisions of Section 5.03 hereof and may transact such other business as may properly come before them.

Notwithstanding the foregoing, the date of the annual meeting may be changed by a simple majority vote of the Authorized Voting Owners at a duly called meeting of Owners, to such date as may be more convenient to the majority of Owners.

**Section 4.02. Special Meetings.** It shall be the duty of the President to call a special meeting of the Owners, if so directed by resolution of the Board, or upon a petition presented to the Secretary signed by not less than forty percent (40%) of the Authorized Voting Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice,

**Section 4.03. Notice of Meetings.** It shall be the duty of the Secretary to send to each Owner of record at such address as appears in the records of the Association, by first class mail, postage prepaid, a notice of each annual or special meeting of the Owners at least ten (10), about not more than fifty (50) days, prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held. Notwithstanding the foregoing, if the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least ten (10) days but not more than fifty (50) days prior to such meeting. The mailing of a notice of meeting shall be in the manner provided in this Section and shall be considered service of notice.

**Section 4.04. Waiver of Notice.** Whenever, under any provisions of these By-Laws, the Declaration, any agreement or instrument, or law, the Association, the Board or any committee is authorized to take any action after notice to any person, or after the lapse of a prescribed period of time, such action may be taken without notice and without the lapse of such period of time, if at any time before or after such action is completed, the person entitled to such notice or entitled to participate in the action to be taken, or in the case of an Owner, by his or her duly authorized attorney-in fact, submit a signed waiver of notice of such requirement. The

attendance of an Owner at a meeting, in person, by mail ballot or by proxy, without protesting at the commencement of the meeting the lack of notice of such meeting, shall also constitute a waiver of notice by such Owner.

**Section 4.05 Waiver and Consent.** Wherever the vote of Owners at a meeting is required or permitted by any provision of the Declaration, these By-Laws or by law to be taken in connection with any action of the Association, the meeting and vote of the Owners may be dispensed with if all Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

**Section 4.06. List of Owners.** A list of Authorized Voting Owners and all Owners, as of a request date, certified by the Secretary of the Board responsible for its preparation, shall be produced at any meeting of Owners upon the request thereat, or prior thereto, of any Owner. If the right to vote at any meeting is challenged, the inspectors of election, or person presiding thereat, shall require such list of Owners to be produced as evidence of the right of the persons challenged to vote at such meeting. All persons who appear from such list to be Authorized Voting Owners entitled to vote thereat, may vote at such meeting.

**Section 4.07. Quorum.** Except as otherwise provided in these By-Laws, the presence in person, by absentee ballot or by proxy of Owner of thirty-three and one-third percent (33 1/3%) of the total Authorized Voting Owners shall constitute a quorum at all meetings of the Owners. If, however, such quorum shall not be present or represented at any meeting of Owners, the Authorized Voting Owners entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting, without notice other than announcement at the meeting. However, written notice of the adjourned meeting, when determined by the Board, shall be sent to all Owners. At the adjourned meeting, if a quorum is still not present and/or represented, fifty-one percent (51%) of those present or represented by proxy or mail ballot, voting in favor of any business which might have been transacted at the meeting originally called, shall constitute the passing of any such business.

**Section 4.08. Majority Vote.** Members of the Board elected at any meeting of the Owners, shall, except as otherwise provided by law, or these By-Laws, be elected by a plurality of votes cast. All other actions shall be taken by vote of Owners by a majority of Authorized Votes cast at a meeting at which a quorum shall be present or represented by absentee ballot or proxy, except where a higher percentage vote, or other vote, is required by the Declaration, these By-Laws or by law. The term "majority of Owners" shall mean those Authorized Voting Owners having fifty-one percent (51%) or more of the total Authorized Votes cast in person, by absentee ballot or by proxy and voting at any meeting of owners determined in accordance with the provisions of Section 3.02 of these By-Laws. Notwithstanding the foregoing, in the absence of a quorum, Section 4.07 herein shall form the basis for voting.

**Section 4.09. Inspectors of Election.** The Board, in advance of any meeting of Owners, may appoint two (2) or more persons, who need not be Owners, to act as inspectors of election at such meeting or any adjournment thereof. If inspectors of election are not so appointed prior to the meeting, the person presiding at such meeting may appoint two (2) or more inspectors of

election. In case any person appointed fails to appear or act, the vacancy may be filled in advance of the meeting by the Board or at any meeting by the person presiding thereat.

The inspectors of election shall: (i) determine the Owners entitled to vote at the meeting; (ii) determine the existence of a quorum and the validity and effect of absentee ballots and proxies; (iii) receive ballots or determine votes or consents; (iv) hear and determine any challenges or questions arising in connection with any Owner's right to vote; (v) count and tabulate all votes, absentee ballots or consents and determine the result thereof, and (vi) do such other acts as may be proper to conduct an election or vote with fairness to all Owners.

**Section 4.10. Order of Business at Meetings.** The order of Business at all meetings of the Board or Owners shall follow Roberts Rules of Order and be as follows:

- a. Roll Call
- b. Proof of Notice of Meeting
- c. Reading of Minutes of Preceding Meeting
- d. Reports of Officers
- e. Reports of Board of Directors
- f. Reports of Committees
- g. Election of Inspectors of Election (when so required)
- h. Election of Members of the Board of Directors (when so required)
- i. Unfinished Business
- j. New Business

## **ARTICLE V BOARD OF DIRECTORS**

**Section 5.01. Initial Board.** The initial Board shall consist of three (3) persons designated by the Sponsor, who shall serve until the Transfer of Control.

**Section 5.02. Initial Board of Successors.** Within approximately thirty (30) days after the Transfer of Control Date the first annual meeting of Owners shall be held and successors to the Initial Board shall be elected by Owners other than the Sponsor. Thereafter the Sponsor shall have no further right to elect any person to the Board.

**Section 5.03. Owner-Elected Board Members.** At the first annual meeting of Owners held within approximately thirty (30) days after the Transfer of Control date, the Owners, other than the Sponsor, shall elect no less than three (3) nor more than five (5) persons to the Board as successors to the Initial Board.

All members elected by the Owners shall be in good standing and shall be: (i) Owners or spouses of Owners; (ii) a partner of a partnership Owner or First Mortgagee; (iii) officer or director of a corporate Owner or First Mortgagee; or (iv) a fiduciary.

Notwithstanding the foregoing, so long as the Sponsor has Unsold Lots, the Sponsor shall have the right, but not the obligation, to appoint one (1) person to the Board. However, such person shall be in addition to the members elected by the Owners and shall not be one of the three (3) or five (5) members so elected at the annual meeting and shall be such a member of the Board only until the initial transfer of title to the last Home.

**Section 5.04. Nominations.**

- a. Nominations for election to the Board shall be made by the Nominating Committee, or in the absence of a Committee, by the Board. Nominations may also be made from the floor at the annual meeting of Owners, or by write-in.
- b. The Nominating Committee, or Board, as the case may be, shall make as many nominations for election to the Board as it shall, in its sole discretion, determine, but not less than the number of vacancies that are to be filled by the votes of Owners as provided in Section 5.03 herein.

**Section 5.05. Election and Term of Office.**

- a. At the first annual meeting of Owners a new Board shall be elected by the Owners, other than the Sponsor. If three (3) members are elected, then two (2) of such members shall serve for a term of two (2) years and one (1) shall serve for a term of one (1) year. If five (5) members are elected, then three (3) of such elected Board members shall serve for a term of two (2) years and two (2) shall serve for a term of one(1) year. Thereafter, successors to these Board members shall serve for terms of two (2) years.
- b. At each annual meeting thereafter, the Owners shall elect succeeding members to the Board to fill the expired terms. Voting shall be by written ballot which shall: (i) set forth the number of vacancies to be filled; (ii) set forth the names of those nominated by the Nominating Committee to fill such vacancies; (iii) be signed by the Voting Member of the Lot and/or Home casting the vote; and (iv) contain space for nominations from the floor and/or write-ins for each vacancy.

**Section 5.06. Vacancies.** Any vacancy of an Appointed Director shall be filled by appointment by Sponsor. Any vacancy in the Board of an Elected Director, caused by any reason, other than the removal of a member thereof by a vote of the Owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board until the next annual meeting of the Owners or until a successor is elected.

**Section 5.07. Resignation.** A member of the Board may resign at any time by giving written notice to the President and/or Secretary of the Board. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the

President and/or Secretary of the Board and acceptance of the resignation shall not be necessary to make it effective.

**Section 5.08. Removal.** Sponsor may, at its discretion, remove any Appointed Director and may appoint the successor to fill the unexpired term of the removed Director.

At any regular or special meeting of Owners, and one (1) or more of the members of the Board elected by the Owners may be removed with or without cause by a majority vote of Authorized Voting Owners and a successor may then and there or thereafter be elected by such Owners to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

The Board may remove a member of the Board for failure to be in good standing with regard to the payment of Assessments and/or absence from three (3) consecutive duly called Board meetings, unless such absence is due to illness.

**Section 5.09. Compensation.** No Member of the Board shall receive any compensation or salary for his or her services as members. However, any member of the Board may be reimbursed for his or her actual reasonable expenses incurred in the performance of his or her duties, providing prior approval has been granted by resolution of the majority of the members of the board. A member of the Board who serves in any other capacity, however, may receive compensation therefor, if otherwise entitled to compensation, providing prior approval has been granted by resolution of the majority of the members of the Board.

**Section 5.10. Regular Meetings.** Regular meetings of the Board shall be held at least quarterly at such places and at such times convenient to the members of the Board, as may be designated from time to time, by resolution of the Board. Notice of regular meetings shall be given to each member of the Board personally, by mail, by fax or by telegram, at least five (5) days prior to the date set for such meeting. Any Owner wishing to address the Board at any such meeting shall notify the Secretary at least five (5) days in advance of the meeting, and indicate the subject to be addressed.

**Section 5.11. Special Meetings.** Special meetings of the Board may be called at any time at the request of the President or any two (2) members of the Board upon no less than five (5) days notice to each member of the Board either personally, by mail, e-mail or fax, which notice shall specify the time, place and purpose of the meeting. The person or persons authorized to call such special meeting of the Board may fix any time and place convenient to the members of the Board.

**Section 5.12. Waiver of Notice.** Any member of the Board may, at anytime, waive notice of any meeting of the Board, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a member of the Board at any special meeting of the Board, without protesting at the commencement of the meeting the lack of notice, shall constitute a waiver of notice by him or her of the time and place thereof. If all members of the Board are

present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 5.13. Quorum and Voting.** At all meetings of the Board, a majority of the entire Board shall constitute a quorum for the transaction of business. Except in cases in which it is provided otherwise by statute, by the Certificate of Incorporation, the Declaration or these By-Laws, a vote of a majority of such quoruni at a duly constituted meeting shall be sufficient to pass any measure. In the absence of a quorum, the members of the Board present may adjourn the meeting from time to time by a majority vote and without further notice, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted as originally called.

**Section 5.14. Informal Action by Board.** Any action required or permitted to be taken at a meeting of the Board or any committee thereof may be taken without a meeting, provided a written consent to such action is signed by all members of the Board or all members of such committee, as the case may be, provided, further, such written consent is filed with the minutes of proceedings of the Board or committee.

**Section 5.15. Powers and Duties.** The Board may exercise all the powers of the Association, except such as are conferred upon or reserved to the Owners by statute, the Certificate of Incorporation, the Declaration or these By-Laws. The powers, duties and authority of the members of the Board shall specifically include, but shall not necessarily be limited to, the following:

- a. to establish and maintain such bank accounts as may be required for the operation of the Association;
- b. to determine, levy and collect Assessments, and expend such Assessments for the maintenance, repair, replacement and operation of the facilities, property and amenities of the Association and/or the Property;
- c. to operate, maintain, repair and replace the facilities and amenities of the Association and/or the Property;
- d. to procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees if any; to procure and maintain adequate hazard insurance on such of the Association's real and personal properties, if any, as it deems appropriate as set forth in Article VIII of the Declaration;
- e. as required by the Declaration and/or these By-Laws, to repair, restore or alter the properties, real or personal, of the Association after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- f. to employ and terminate the employment of employees, independent contractors and professional, to purchase supplies and equipment, enter into contracts and

generally have the powers of managers in connection with the matters set forth in the Certificate of Incorporation, the Declaration and these By-Laws;

- g. to adopt and publish rules and regulations governing the uses of Association Property and facilities, and the personal conduct of the Owners, members of Owners' families, lessees and invitees thereon, and establish penalties for infractions thereof;
- h. to collect delinquent Assessments by suit or otherwise, nuisance and to enjoin or seek damages from Owners for violations of the provision of the Declaration, these By-Laws or any rules or regulations of the Association by such Owners and/or any Owner's family members, lessees and invitees;
- i. to file such federal, state or other tax returns on behalf of the Association as may be required and to pay any and all taxes owing by the Association; to declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board, except for illness, or is delinquent for more than sixty (60) days in his or her financial obligations to the Association;
- j. to keep a complete record of the actions of the Board and the corporate affairs of the Association and to present a statement thereof to the Owners at the annual meeting of Owners;
- k. to issue, or cause to be issued, upon demand by any person, an "Assessment Certificate", as provided in the Declaration, setting forth the status of payment of Assessments and Special Assessments, if any, on any Lot as provided in the Declaration;
- l. to receive, by way of deed or gift, and hold any property of a real or personal nature;
- m. to purchase, or otherwise acquire, any real property upon the affirmative vote as set forth in Section 4.07 herein at any regular or special meeting thereof,
- n. to sell, lease or mortgage any real property belonging to the Association upon the affirmative vote as set forth in Section 4.07 herein at any regular or special meeting thereof;
- o. to exercise the rights and powers as set forth in Article IV of the Declaration;
- p. to exercise for the Association all powers, duties and authority vested in or delegated to the members of the Board and not reserved to the Owners by other provisions of these By-Laws, the Certificate of Incorporation and/or the Declaration; and,

- q. to establish such committees as the Board deems necessary, or are required by the Declaration or these By-Laws, for the operation of the Association and the Association Property.

**Section 5.16. Managing Agent and Manager.** The Board may employ a Managing Agent and/or a manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize. Any contract entered into with a Managing Agent shall provide that: (i) the Managing Agent shall carry his or her own liability insurance and which shall include the Association as Obligee; (ii) provide that such contract may be terminated by the Board, without penalty, upon no less than sixty (60) days written notice after the initial term of the Agreement; and (iii) the Board shall indemnify the Managing Agent against all expenses and liabilities, including fees of counsel, reasonably incurred by, or imposed upon, the Managing Agent in connection with any proceeding to which the Managing Agent may be a party as a result of carrying out the instructions of the Board, except in such cases wherein the Managing Agent is guilty of willful misfeasance or malfeasance in the performance of his or her duties.

The foregoing right of indemnification shall be in addition to, and shall not be exclusive of, any rights to which the Managing Agent may otherwise be entitled. The Board and the Association shall indemnify and hold harmless the Managing Agent against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of law, or the Declaration, or these By-Laws. It is intended that the Managing Agent shall have no liability with respect to any contracts made by the Board on behalf of the Association.

**Section 5.17. Indemnification of Members of the Board.** Every member of the Board shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by, or imposed upon, such members of the Board in connection with any proceeding to which such a member may be a party, or in which such member of the Board may become involved by reason of being or having been a member of the Board at the time such expenses are incurred, except in such cases wherein the member is guilty of willful misfeasance or malfeasance in the performance of duties, provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement as being in the best interests of the Association.

The foregoing right of indemnification shall be in addition to, and shall not be exclusive of, any rights to which each such member of the Board may otherwise be entitled. The Association shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of law, or the Declaration, or these By-Laws. It is intended that the board shall have no liability with respect to any contracts made by it on behalf of the Association.

## **ARTICLE VI OFFICERS**

**Section 6.01. Officers** The Officers of the Association shall be a President (who shall be a member of the Board of Directors), one (1) or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer and such other officers as may be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

**Section 6.02. Election.** The election of officers shall take place at the first meeting of the Board following each annual meeting of Owners.

**Section 6.03. Term and Vacancies.** The officers of the Association shall be elected annually by the Board and each shall hold office until his or her successor shall have been duly elected, unless he or she shall sooner resign, or shall be removed or otherwise be disqualified to serve. The vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

**Section 6.04. Resignation and Removal.** Any officer or member of the Board may be removed by the Board, with or without cause, whenever, in the judgment of the Board, the best interests of the Association will be served thereby. Any officer or member of the Board may resign at any time by giving written notice to the President and/or the Secretary of the Board. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6.05. President.** The President shall be the chief executive officer, shall supervise the work of the other officers, shall preside at all meetings of Owners, and shall preside at all meetings of Board and Owners, and shall perform such other duties and functions as are usually vested in the office of the President of a not-for-profit corporation. The President may not also serve simultaneously as any other officer.

**Section 6.06. Vice President.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also perform such other duties as shall, from time to time, be assigned to him by the Board or the President.

**Section 6.07. Secretary.** The Secretary shall cause notices of all meetings to be served as prescribed in these By-Laws, shall record the votes and keep the minutes of all meetings, shall have charge of the seal, if any, and corporate books and records of the Association, and the book of Mortgagees, and shall perform such other duties as are incident to the office of Secretary of a not-for-profit corporation, and as may be required of him by the Board or the President.

**Section 6.08. Treasurer.** The Treasurer shall have the custody of all monies and securities belonging to the Association and shall be responsible for keeping full and accurate

record's and books of account, showing all receipts and disbursements, necessary for preparation of required financial reports. He shall account to the President and the Board, whenever they may require it, with respect to all of his transactions as Treasurer and of the financial condition of the Association, and shall in general perform all other duties incident to the office of Treasurer of a not-for-profit corporation.

**Section 6.09. Other Officers.** The Board of Directors may elect such other officers as it shall deem desirable. Such officers shall have the authority and shall perform such duties prescribed from time to time by the Board of Directors.

**Section 6.10. Agreements, Contracts, Deeds, Checks and Other Instruments.** All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two (2) officers of the Board or, except as otherwise provided in Section 8.01 hereof, by such other person or persons as may be designated by the Board.

## **ARTICLE VII COMMITTEES**

**Section 7.01. Committees.** The Board of Directors, by resolution adopted by a majority of the members of the Board, may designate one or more committees, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association provided, however, that no such committee shall have the authority of the Board of Directors to approve an Amended Certificate of Incorporation of the Association, the Declaration or to these By-Laws or to plan a merger or consolidation or establish Assessments.

**Section 7.02. Committees of Owners.** The committees of the Association could be a Site Committee, Nominating Committee, Compliance Committee or such other committees as the Board or Owners shall deem desirable. Each committee shall consist of a Chairperson and two or more Owners.

**Section 7.03. Rules.** Each committee may adopt rules and regulations for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

## **ARTICLE VIII FINANCE**

**Section 8.01. Checks.** All checks, drafts and orders for payment of money, notes and other evidences of indebtedness, issued in the name of the Association shall be signed by two (2) Officers of the Board.

**Section 8.02. Fiscal Year.** The fiscal year of the Association shall be the twelve (12) calendar months, ending at such time as may be deemed appropriate by the Board of Directors.

**Section 8.03. Annual Report and Budgets.** An annual report of the receipts and expenditures of the Association, prepared by an independent public accountant, shall be rendered by the Board to all Owners, within four (4) months from the end of each fiscal year. Such annual financial statements shall either be an audit or review, but in no event shall such financial statements be a compilation.

The cost of the annual report and other services required by this Section 8.03 shall be included by the Board in the annual budget.

## **ARTICLE IX BOOKS, RECORDS AND LEGAL DOCUMENTS**

**Section 9.01. Books and Records.** The Declaration, these By-Laws, Certificate of Incorporation and other books and records and papers of the Association, or copies, shall, during reasonable business hours, upon reasonable notice, be subject to inspection by any Owner or agent of an Owner or mortgagee of Owner's interest in a Lot or Home, at the principal office of the Association. The Board of Directors may furnish copies of such documents to such parties and may charge reasonable fees to cover the cost of furnishing such copies.

**Section 9.02. Separate Account for Capital Reserve Funds.** Any funds of the Association collected or designated as reserves for the replacement of capital items shall be segregated from all other funds of the Association in one (1) or more separate accounts. This shall not preclude the Association from segregating other portions of its funds in separate accounts for a specific purpose (e.g., reserves for non-capital items) or otherwise.

## **ARTICLE X CORPORATE SEAL OPTION**

**Section 10.01. Corporate Seal Optional.** The Association, if the Board chooses, shall have a corporate seal, bearing the name of the Association, the year of its incorporation and the words "New York".

## **ARTICLE XI AMENDMENTS**

**Section 11.01. Amendments.** Except as herein provided otherwise, these By-Laws may be modified, altered, amended or added to at any duly called meeting of Owners in the same manner as the Declaration, in accordance with Section 11.06 of the Declaration.

Until Transfer of Control Date, the prior written consent of the Sponsor shall be required for any amendment which adversely affects a substantial interest or right of the Sponsor to become effective, which consent may not be unreasonably withheld.

**ARTICLE XII  
RULES AND COMPLIANCE AND ARBITRATION**

**Section 12.01. Compliance with Rules of the Association Pursuant to These By-Laws.** Should any Owner, member of his or her family, his or her employees, guests, lessees, licensees or other invitees fail to comply with any of the provisions of these By-Laws or the rules and regulations, and as such may be amended from time to time, the procedures set forth in Article XII of the Declaration shall be followed to obtain compliance.

**ARTICLE XIII  
MISCELLANEOUS**

**Section 13.01. Notices.** Except as otherwise provided herein, all notices hereunder shall be in writing and sent by postage paid first class mail, addressed, if to the Board, at the office thereof, and if to an Owner, individual member of the Board or Mortgagee, to the address of such Owner, Member or Mortgagee as appears on the books of the Association. All notices shall be deemed to have been given when mailed, except notice of change *of* address, which shall be deemed to have been given when received. Whenever any notice is required to be given under the provisions *of* the Declaration or these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed the equivalent of such notice.

**Section 13.02. No Waiver for Failure to Enforce.** No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**Section 13.03. Gender.** The use of the masculine gender in these By-Laws shall be deemed to include the masculine, feminine or neuter and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 13.04. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

**Section 13.05. Severability.** Should any part of these By-Laws be deemed void or become unenforceable at law or in equity, the validity, enforceability or effect of the balance of these By-Laws shall not be impaired or affected in any manner.

**Section 13.06. Conflict with Certificate of Incorporation or the Declaration.** In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**THE FOREGOING** have been adopted as the By-Laws of the Legacy Woods of Ballston Homeowners' Association, Inc., a corporation organized pursuant to the New York State Not-for-Profit Corporation Law, at the first meeting of the Board of Directors.

Dated: October 10, 2025

LEGACY WOODS OF BALLSTON  
HOMEOWNERS' ASSOCIATION, INC.

By: \_\_\_\_\_  
Wayne T. Samascott, President