
OFFERING PLAN

FOR

FOXWOOD CONDOMINIUM II

Premises - Bedford Road
Village of Pleasantville
Town of Mt. Pleasant
Westchester County
New York 10570

Amount of Offering - \$4,856,350
Number of Units - 89

Sponsor and Selling Agent

Baker-Firestone, Inc.
315 Courtland Avenue
Stamford, Connecticut 06906

Date of Plan - May 13, 1977

This Offering Plan may not be used after December 13, 1977

THE PRICES FOR THESE CONDOMINIUM INTERESTS MAY BE CHANGED SO THAT PURCHASERS MAY PAY DIFFERENT PRICES FOR SIMILAR INTERESTS. THE EFFECT OF THIS IS SET FORTH ON PAGE 18.

THE PRICES FOR THESE CONDOMINIUM INTERESTS MAY BE INCREASED OR DECREASED FROM THE PRICES SET FORTH IN EXHIBIT C ONLY BY FILED AMENDMENT TO THIS PLAN EXCEPT AS SET FORTH ON PAGE 18.

SEE THE NEXT PAGE FOR A
DISCUSSION OF SPECIAL RISK FACTORS

THE ATTORNEY GENERAL OF THE STATE OF NEW YORK
DOES NOT PASS ON THE MERITS OF THIS OFFERING.

THIS OFFERING PLAN HAS BEEN AMENDED
SEE INSIDE COVER

Special Risk Factors:

1. The Sponsor has not yet received a building permit from the Village of Pleasantville with respect to the Condominium described in this Offering Plan. However, the Sponsor believes that final approval from the Planning Board of the Village of Pleasantville and the issuance of such building permit are imminent. If such permit shall not have been issued within 60 days after the date of this Plan, the Sponsor will so notify each purchaser and permit each purchaser to rescind its purchase for a period of ten days after receipt of such notice.

2. Certain property adjoining the Condominium is zoned Campus-Office, which means that it may be used for business and professional offices, facilities and laboratories for research and development, corporate training facilities and public utility installations. In addition, a portion of the property not to exceed 35% of the floor area thereof may be devoted to light manufacturing and warehousing (for a more complete description, see page 4). A portion of this adjoining property is presently under contract of sale to a corporation which intends to use it for research and development and to manufacture electrical equipment used in the medical profession. The commercial users of this adjoining property will have an easement to use the roads within the Condominium in order to gain access to their property. In exchange for this easement, the commercial users will be obligated to maintain one of the principal roads within the Condominium (see page 14), while all other roads will be maintained solely by the Condominium unit owners and other residents living on certain adjoining property, through dues paid to a homeowners' association. If the obligation of the commercial users is not satisfied, the burden of maintaining that road will fall upon the Condominium and such other residents and common charges might have to be increased or additional assessments levied.

The right of commercial property owners to use the roads within the Condominium will increase the level of traffic within the Condominium and the associated hazards to children and others. Such commercial use will mean that commercial vehicles, trucks and the automobiles of employees will travel on the roads within the Condominium and such roads may be subject to increased wear and tear due to such traffic. Although the Sponsor believes that parking facilities for the commercial property will be adequate to meet the needs of the commercial users, it is nevertheless possible that vehicles associated with the commercial property will be parked on the roads within the Condominium. In addition, such arrangement with the commercial users may affect the cost and availability of liability insurance to be carried by the homeowners' association.

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EXHIBITS

- *A. Area Map (see page 1)
- *B-1. Subdivision Map (see page 1)
- *B-2. House Numbering Plan (see page 1)
- C. Unit Numbers, Types, Number of Bedrooms, Price, Percentage of Common Interest and Estimated Monthly Carrying Charges (Also see page 6)
- D. Description of Units and Facilities
- *E-1. Condominium Budget (see page 37)
- *E-2. Association Budget (see page 16)
- F. Insurance Coverage and Expenses
- G. Three-Dimensional View of Typical Unit and Floor Plans
- H. Application for Non-Binding Unit Reservation
- I. Purchase Agreement
- J. Unit Deed
- K. Power of Attorney
- L. Mortgage
- M. Mortgage Note
- N. Declaration of the Foxwood Condominium
- O. By-Laws of Foxwood Condominium
- P-1 Management Agreement
- P-2 Management Agreement--Association
- Q. Income Tax Opinion
- R. Disclosure Statement Required by Federal Law with Respect to Advertising the Credit Sale of Condominium Units by Owner-Lender Secured by First Mortgage on Premises

* Exhibits appearing in body of Offering Plan.

OFFERING PLAN
FOR
FOXWOOD
CONDOMINIUM II

I. INTRODUCTION

Sponsor; Offer to Sell;
Number and Type of
Buildings and Units

Baker-Firestone, Inc., a New York corporation, (the "Sponsor") presents herewith its Offering Plan (the "Offering Plan") for the establishment of condominium ownership of approximately 9.01 acres of land located on Bedford Road, Village of Pleasantville, Town of Mt. Pleasant, New York (the "Land") and the buildings to be completed thereon (the "Buildings"). The Land and Buildings are hereinafter sometimes collectively referred to as the "Property". Reference is made to the Area Map (Exhibit A) and the Subdivision Map (Exhibit B-1) set forth on the immediately succeeding pages for a description of the Property's location. The condominium regime shall be known as Foxwood Condominium II (the "Condominium") and shall be comprised of the Condominium (see page 3) and a homeowners' association (see page 10). The Sponsor has previously presented its Offering Plan, dated December 29, 1976, for the establishment of an adjacent condominium regime known as Foxwood Condominium I consisting of 65 condominium units with membership rights in the association. The Sponsor reserves the right to build up to 147 additional condominium units (in addition to the 65 in Foxwood I and the 88 in the condominium) on other adjoining properties which will also have membership rights in the association (see page 10). The Property is currently owned by the Sponsor and may now or hereafter be covered by the construction loan mortgage referred to and more particularly described on pages 27 and 28 of this Offering Plan.

The Sponsor hereby offers for sale 88 garden apartments and townhouses (the "Units") in the Buildings to be constructed on the Land. The owners of the Units are hereinafter separately referred to as a "Unit Owner" and collectively referred to as the "Unit Owners". The Sponsor intends to build and sell, and the Condominium shall consist of, the 88 Units shown on the House Numbering Plan (Exhibit B-2) set forth on the succeeding pages.

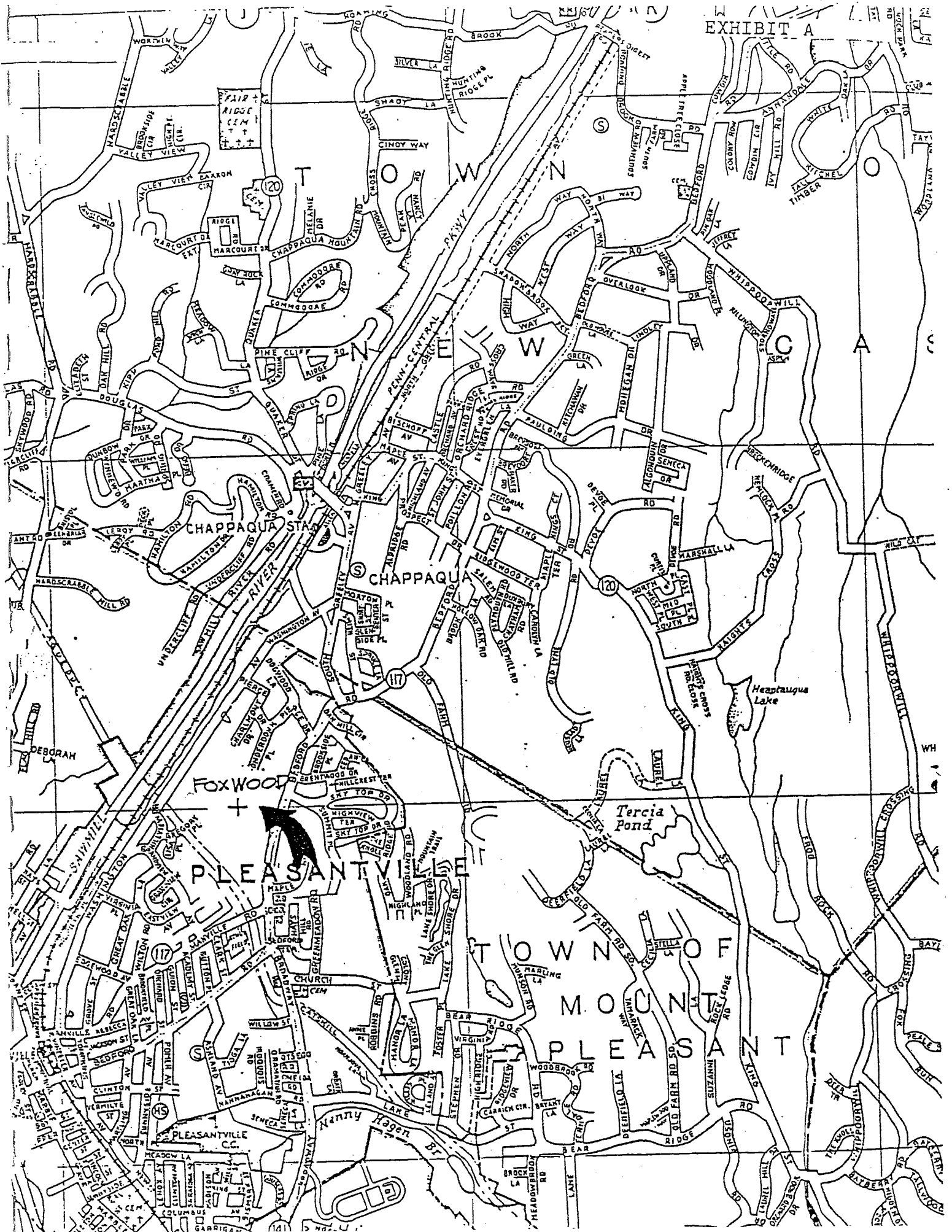


EXHIBIT R-1

PARCEL SCHEDULE ABBREVIATIONS

OWNER-SHIP	USE
FC I	RESIDENTIAL UNITS
FC II	ROADS AND PARKING
FC III	SWIMMING POOL
FC IV	FORMAL GARDEN
HOA	LOG CABIN
CO	OPEN SPACE
VP	PUBLIC RECREATION
FC I	FOXWOOD CONDO I
FC II	FOXWOOD CONDO II (PROPOSED)
FC III	FOXWOOD CONDO III (PROPOSED)
FC IV	FOXWOOD CONDO IV (PROPOSED)
HOA	HOMEOWNERS ASSOCIATION
CO	CAMPUS OFFICE
VP	VILLAGE OF PLEASANTVILLE

PARCEL SCHEDULE F

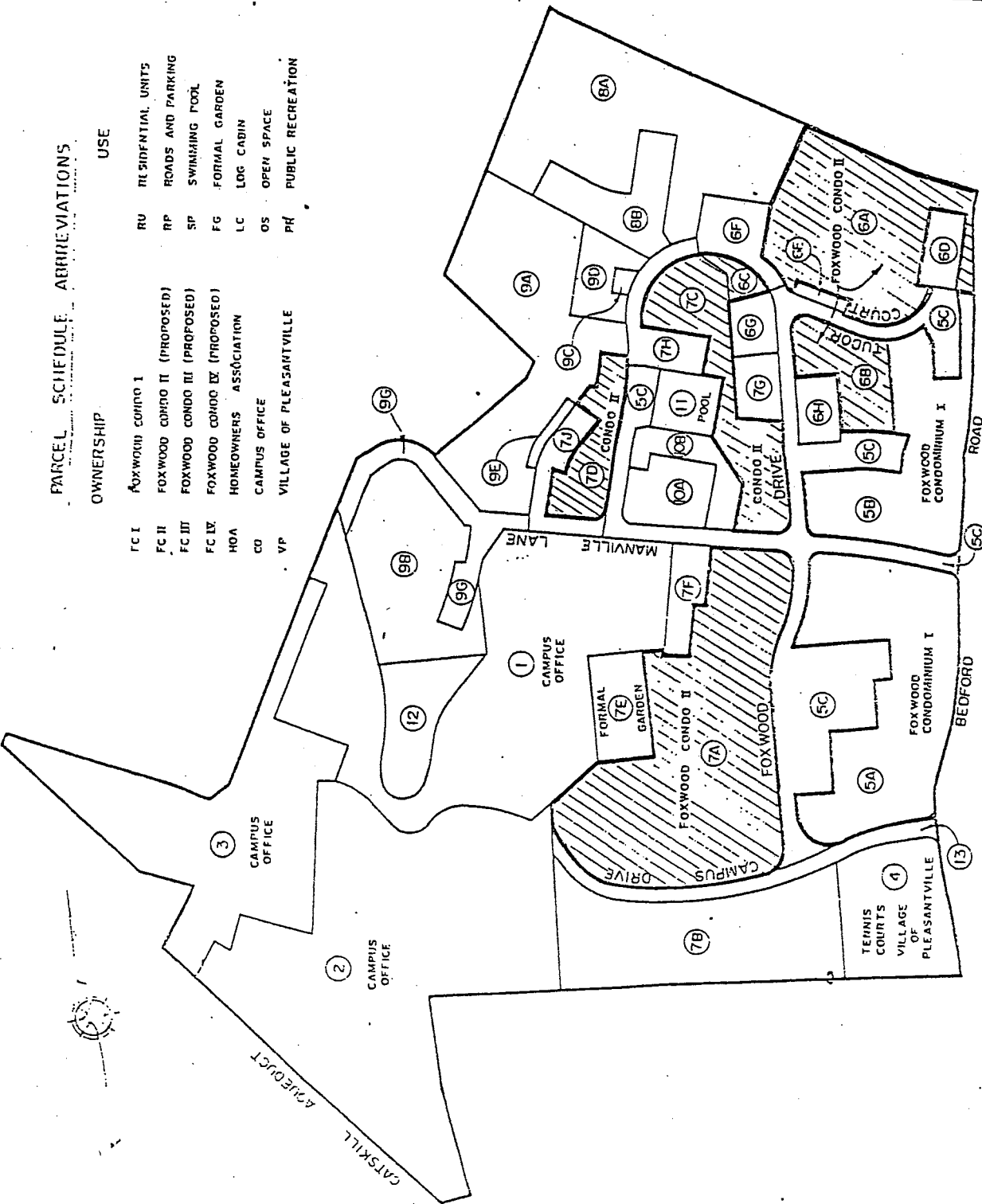
PARCEL NO.	AREA		OWNER-SHIP	USE
	SQ. FT.	ACRES		
1	731,219	5.3001	CO	CO
2	289,125	6.6374	CO	CO
3	148,914	3.4186	CO	CO
4	54,779	1.2578	VP	VP
5A	119,833	2.7510	FC I	FC I
5B	81,977	1.8819	FC I	FC I
5C	142,543	3.2723	HOA	HOA
6A	98,389	2.2633	FC II	FC II
6B	29,130	0.6687	FC II	FC II
6C	5,647	0.1295	FC II	FC II
6D	11,322	0.2589	HOA	HOA
6E	2,570	0.0579	HOA	HOA
6F	16,570	0.3804	HOA	HOA
6G	9,899	0.2273	HOA	HOA
6H	10,240	0.2351	HOA	HOA
7A	181,497	4.1686	FC II	FC II
7B	100,608	2.3096	HOA	HOA
7C	54,255	1.2455	FC II	FC II
7D	23,590	0.5416	FC II	FC II
7E	22,330	0.5126	HOA	HOA
7F	13,181	0.3028	HOA	HOA
7G	10,879	0.2497	HOA	HOA
7H	17,743	0.4073	HOA	HOA
7J	14,547	0.3340	HOA	HOA
8A	133,291	3.0599	FC III	FC III
8B	32,262	0.7406	HOA	HOA
9A	113,805	2.6126	FC III	FC III
9B	70,547	1.6195	FC III	FC III
9C	2,193	0.0503	FC III	FC III
9D	7,471	0.1711	HOA	HOA
9E	3,149	0.0723	HOA	HOA
9F	4,734	0.1087	HOA	HOA
9G	27,886	0.6407	HOA	HOA
10A	20,876	0.4717	FC IV	FC IV
10B	16,424	0.3770	HOA	HOA
11	13,800	0.3161	HOA	HOA
12	229,776	0.6836	SPONSOR	LC emd 05
13	24,783	0.5689	HOA	HOA

TOTAL AREA 2,201,729 SQ. FT.

SCALE: 1" = 200'

DATE: NOV 1976

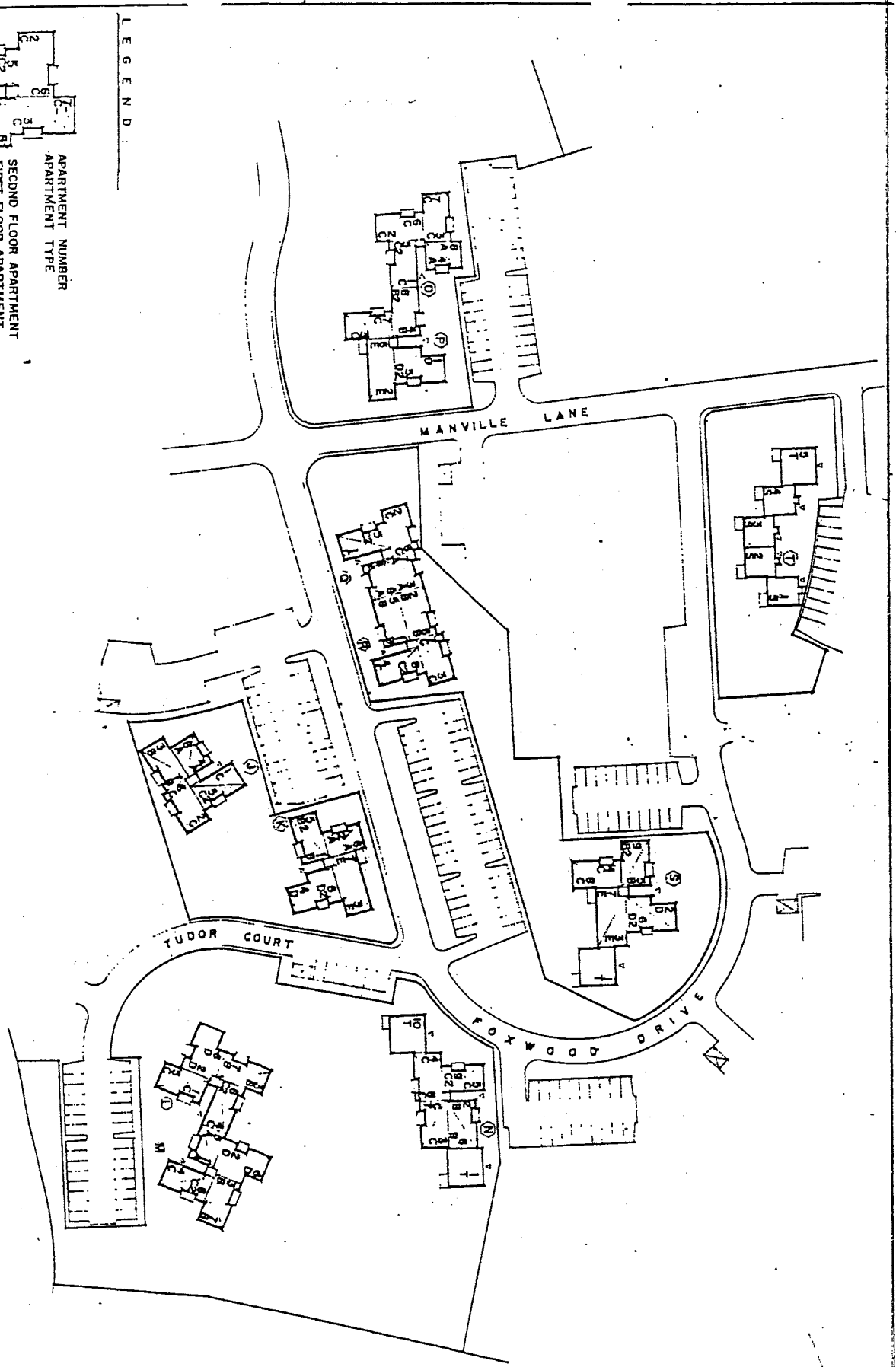
WASHINGTON AVE.



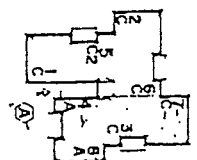
SUBDIVISION MAP

FOXWOOD

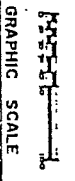
VILLAGE OF PLEASANTVILLE
TOWN OF MOUNT PLEASANT, WESTCHESTER CO. N.Y.



LEGEND



APARTMENT NUMBER
 APARTMENT TYPE
 SECOND FLOOR APARTMENT
 FIRST FLOOR APARTMENT
 PUBLIC HALL
 UNIT DESIGNATION
 ENTRANCE TO UNIT
 REFUSE BUILDING



GRAPHIC SCALE

FOXWOOD
 PHASE II
 HOUSE NUMBERING PLAN

DESIGNED BY
 ARCHITECT
 ENGINEER

DATE: 11/1/77

4

The Sponsor will construct, as more particularly described on page 7, certain community and recreation facilities (the "Basic Recreation Facilities") to be located on Parcel 11 of the Subdivision Map and, subject to the provisions set forth on pages 7 and 8, may provide other such facilities (the "Additional Recreation Facilities") to be located on Parcel 7E of the Subdivision Map. The Basic Recreation Facilities and the Additional Recreation Facilities, if they are so provided, are hereinafter collectively referred to as the "Recreation Facilities" and the parcels on which they are located as the "Recreation Areas". The Recreation Facilities and the Recreation Areas are hereinafter collectively referred to as the "Community Facilities". Ownership of the Community Facilities and the right of Unit Owners to the use and enjoyment thereof and the obligations of the Unit Owners to bear a proportionate share of the cost and expense of operating and maintaining the Community Facilities are described on pages 13 and 14.

Submission of Property to Condominium Statute

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known as the "New York Condominium Act", and the Property will be submitted to the provisions thereof by the Sponsor's recording a Declaration of Condominium (the "Declaration") covering the Property, substantially in the form of Exhibit N attached hereto, in the Office of the County Clerk of Westchester County, State of New York.

II. FEATURES OF CONDOMINIUM OWNERSHIP

A Unit Owner owns his Unit in a manner similar in many respects to the manner in which a private home owner owns his home. He owns his Unit in fee and is entitled to the exclusive possession thereof. He is also the owner, in common with the owners of all other Units, of all parts of the Property other than the Units themselves, including, without limitation, the land upon which the Units are built and the exterior walls and the roofs of the Buildings (the "Common Elements"), as more particularly set forth in Exhibit D.

Each Unit Owner may mortgage his Unit or not, as he sees fit, and in such amount as he chooses, but only by a first mortgage obtained from a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, and his Unit is not subject to the lien of any mortgage placed by his neighbors on their respective Units.

A Unit Owner can sell his Unit to anyone, without restriction or limitation, subject only to a right of first refusal by the Board of Managers of the Condominium (see page 39). He may decorate the interior of his Unit in any way that he desires, subject to any applicable rules or by-law provisions restricting alteration of the Common Elements, and must do his own interior maintenance, decoration and repair after closing of title. His Unit will be taxed as a separate tax lot for real estate tax purposes just as a private home, and he will not be responsible for the payment of, nor will his Unit be subjected to any lien arising from the non-payment of, taxes on his neighbors' Units. In the opinion of Sponsor's counsel, he, substantially like a homeowner, may deduct from his income for Federal and New York State income tax purposes his real estate taxes and the interest paid on his mortgage, if any. See Exhibit Q. The Board of Managers of the Condominium will assess him and every other Unit Owner, in proportion to their respective percentage interests in the Common Elements, charges for the cost and expense of maintaining and operating the Common Elements (the "Common Charges") and, to the extent allocable to the Condominium, charges for the cost and expense of maintaining and operating the Community Facilities and certain other items servicing the Condominium, such as roads and parking areas (see pages 13 and 14). From and after the date of the filing of the Declaration, the Sponsor shall be considered a Unit Owner with respect to all Units (whether or not constructed) covered thereby and not sold and conveyed to the purchaser thereof (which Units are hereinafter sometimes called "Unsold Units"). Heat and hot and cold water will be supplied to each Unit, but will be paid for by the Board of Managers as a Common Charge. Each Unit Owner will pay for all electricity consumed within his Unit, the charges for which will be separately metered and paid for by each Unit Owner. Electricity will be supplied to the Units by Consolidated Edison Company of New York, Inc. and the heat will be oil heat.

III. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Location, Acreage and Zoning

The area of Land is approximately 9.01 acres and is located in the Village of Pleasantville, Town of Mt. Pleasant, Westchester County, New York. The Land is part of a 35 acre tract (the "Tract") owned by the Sponsor and zoned for a Planned Unit Development (Parcels 4 through 13 on the Subdivision Map). The Sponsor intends to convey a portion of the Tract (Parcel 4 on the Subdivision Map) to the Village of Pleasantville for recreational use. The Tract, exclusive of such parcel to be conveyed to the Village and the Land is sometimes hereinafter referred to as the "Adjoining Property".

A portion of the Adjoining Property located to the east of the Property comprises Foxwood Condominium I ("Foxwood I") which is being established and constructed by the Sponsor. The remainder of the Adjoining Property may hereafter be developed for residential purposes with condominium units, cooperative apartment units, rental units or private dwellings. The property immediately to the west of the Tract (Parcels 1 through 3 on the Subdivision Map; hereinafter referred to as the "Commercial Adjoining Property") is, in the case of Parcels 2 and 3, currently owned by the Sponsor and, in the case of Parcel 1, currently owned by a corporation which intends to use it for research and development and to manufacture electronic equipment used in the medical profession. However, the Sponsor has executed a contract of sale for a portion of the Commercial Adjoining Property presently owned by it and is currently negotiating for the disposition of other parts of such Property. The Commercial Adjoining Property is zoned Campus-Office. Campus-Office zoning permits a variety of principal uses, including public utility installations, business and professional offices, facilities and laboratories for research and development and conference and corporate training facilities. Manufacturing, which is in no way noxious or offensive with regard to odor, dust, fumes, noise or emissions, and warehousing are permitted, but only as accessory uses. The Sponsor intends to develop those portions of the Commercial Adjoining Property retained by it in a manner consistent with its current zoning classification and has no present intention of seeking a variance to permit any other uses. The prop-

erty immediately to the south of the Tract is likewise zoned Campus-Office. The property to the north of the Tract is zoned for single-family residential use. The Tract is bordered on the east by Bedford Road and the property to the east thereof is zoned for single-family residential use. No representation can be made that the aforesaid zoning will remain unchanged.

Certain reciprocal rights and easements over and under the Adjoining Property and the Commercial Adjoining Property, which rights and easements relate generally to the use, operation, maintenance and repair of utilities now or hereafter constructed thereon will be granted in favor of the Property; provided, however, that such rights and easements require the owner(s) of the respective parcels to repair any damage arising in connection with the use of such easement at their own cost and expense. The Property will be subjected to similar rights and easements with respect to utilities now or hereafter constructed in or on all or any part of the Property. In addition, each Unit will have rights to the use of each street, road and parking lot located on the Adjoining Property by virtue of its membership in the Association (as hereinafter defined) which will own all such streets and roads. Reciprocal easements will be exchanged between the Association and the owners of the Commercial Adjoining Property to permit Unit Owners and their licensees and invitees to use certain of the streets and roads located in the Commercial Adjoining Property and to permit owners of the Commercial Adjoining Property and their licensees and invitees to use certain of the streets and roads owned by the Association. By virtue of such easements, owners of the Commercial Adjoining Property and their licensees and invitees may use the streets and roads located within the Condominium and, accordingly, such roads may be used by commercial vehicles, notwithstanding the fact that such roads (with the exception of Campus Drive) must be maintained by the Association. In the Sponsor's opinion adequate parking facilities will be provided on the Commercial Adjoining Property.

The Unit Owners will have an easement to use and enjoy the open spaces and walks on the Adjoining Property, as such open spaces and walks shall exist following the development thereof, and the Property shall be subject to similar easements in favor of the Adjoining Property.

Topographical Features

The Land is heavily wooded with small rocky areas and has variations in grade level. The Buildings

will occupy approximately 13% of the total Land area, exclusive of the roads and parking areas which will be owned by the Association.

Improvements - General Description

The Sponsor intends to construct on the Property 8 Buildings containing a total of 88 Units. The Buildings will be two-story dwellings (1st and 2nd floor), each containing between 5 and 16 Units, constructed substantially in accordance with the plans and specifications referred to herein prepared by Walter G. Leicht A.I.A. The House Numbering Plan shows the location of each Building and Unit, and the table on the following page contains a list of Unit numbers and types, as well as estimated square footage, price and percentage interests in the Common Elements, subject to adjustment as provided herein, (see page 18).

Private off-street parking facilities, as shown on the Subdivision Map, will be provided in uncovered, paved parking areas which will be owned and maintained by the Association. The parking facilities available to Unit Owners, their lessees and members of their immediate families and their guests, subject to limitations and conditions to be set by the Board of Managers, will contain at least 161 spaces for cars.

All utilities, including electric and telephone lines, will be underground except those electric and telephone lines currently servicing the Property. The streets and roads servicing the Condominium and being conveyed to the Association, when constructed, will comply with all quality standards and construction specifications of the Village of Pleasantville.

The Buildings will contain either one-bedroom or two-bedroom apartments (wholly on either the first floor or the second floor) or town-houses (occupying the first and second floor). Each Unit may be used only as a residence for a single family except that, subject to applicable governmental regulations and the prior written permission of the Board of Managers, Units may be used as a professional office provided that the Unit Owner thereof resides on the Property. Notwithstanding the foregoing, the Sponsor may without the permission of the Board of Managers (i) grant permission for the use of Units as professional offices and/or (ii) retain ownership of one or more Units for use as models, sales and/or production offices in connection with the sale or rental of the Units or additional Units which may be constructed on the Adjoining Property.

AMENDED
SEE INSIDE
COVER

UNIT NUMBERS AND RELATED INFORMATION

(For additional information concerning sales prices and monthly costs for the first year of operation, see Exhibit C)

Unit Number	Type	Floor	Number of Bedrooms	Estimated Net Square Ft.	% Common Elements	Sales Price ¹
J-1	LINACRE	1	2			
J-2	LINACRE	1	2	1,035	1.0684	51,990
J-3	WARWICK	1	1	1,035	1.0684	51,990
J-4	PEMBROKE	1	1	1,056	1.0716	52,150
J-5	LANCASHIRE	2	2	760	.8795	\$42,800
J-6	LINACRE	2	2	1,117	1.1383	55,390
J-7	WARWICK	2	1	1,035	1.0786	52,490
J-8	PEMBROKE	2	1	1,056	1.0819	52,650
K-1	WARWICK	1	1	760	.8898	43,300
K-2	PEMBROKE	1	1	1,056	1.0716	52,150
K-3	CLARENDON	1	3	760	.9062	44,100
K-4	STUART	1	2	1,360	1.3295	64,700
K-5	CAXTON	2	1	1,275	1.2401	60,350
K-6	PEMBROKE	2	1	1,092	1.1025	53,650
K-7	CLARENDON	2	3	760	.9165	44,600
K-8	SOMERSET	2	2	1,360	1.3500	65,700
L-1	LINACRE	1	1	1,297	1.2812	62,350
L-2	STUART	1	2	1,035	1.0684	51,990
L-3	WARWICK	1	1	1,275	1.2401	60,350
L-4	LINACRE	1	2	1,056	1.0716	52,150
L-5	LINACRE	2	1	1,035	1.0684	51,990
L-6	STUART	2	2	1,035	1.0786	52,490
L-7	WARWICK	2	1	1,275	1.2525	60,950
L-8	LANCASHIRE	2	2	1,056	1.0819	52,650
M-1	PEMBROKE	1	1	1,117	1.1383	55,390
M-2	STUART	1	2	760	.8795	42,800
M-3	WARWICK	1	1	1,275	1.2401	60,350
M-4	LINACRE	1	2	1,056	1.0716	52,150
M-5	PEMBROKE	2	1	1,035	1.0684	51,990
M-6	STUART	2	2	760	.8898	43,300
M-7	WARWICK	2	1	1,275	1.2525	60,950
M-8	LANCASHIRE	2	2	1,056	1.0819	52,650
				1,117	1.1383	55,390

¹ For information concerning closing costs, including the requirement that purchasers of Units pay a portion of the Cash Costs for a Unit to be used by a resident superintendent, see pages 35-36.

UNDED
INSIDE

AMEN
SEE

UNIT NUMBERS AND RELATED INFORMATION

(For additional information concerning sales prices and estimated monthly costs for the first year of operation, see Exhibit C)

Unit Number	Type	Floor	Number of Bedrooms	Estimated Net Square Ft.	% Common Elements	Sales Price*
1-1	YORK	Th	3	1,582	1.5412	
1-2	WARWICK	1	1	1,056	1.0716	75,000
1-3	LINACRE	1	2	1,035	1.0684	52,150
1-4	LINACRE	-1	2	1,035	1.0684	51,990
1-5	LINACRE	1	2	1,035	1.0684	51,990
1-6	WARWICK	2	1	1,056	1.0819	51,990
1-7	LINACRE	2	2	1,035	1.0786	52,650
1-8	LINACRE	2	2	1,035	1.0786	52,490
1-9	LANCASHIRE	2	2	1,117	1.1383	52,490
1-10	YORK	Th	3	1,582	1.5412	55,390
						75,000
1	LINACRE	1	2	1,035	1.0684	
1-2	LINACRE	1	2	1,035	1.0684	51,990
1-3	LINACRE	1	2	1,035	1.0684	51,990
1-4	PEMBROKE	1	1	760	.8795	42,800
1-5	LANCASHIRE	2	2	1,117	1.1383	55,390
1-7	LINACRE	2	2	1,035	1.0786	52,490
1-8	PEMBROKE	2	1	760	1.0786	52,490
					.8898	43,300
1	STUART	1	2	1,275	1.2401	60,350
1-2	CLARENDON	1	3	1,360	1.3295	64,700
1-3	LINACRE	1	2	1,035	1.0684	51,990
1-4	WARWICK	1	1	1,056	1.0716	52,150
1-5	SOMERSET	2	2	1,297	1.2812	62,350
1-6	CLARENDON	2	3	1,360	1.3500	65,700
1-7	LINACRE	2	2	1,035	1.0786	52,490
1-8	CAXTON	2	1	760	1.1025	53,650
1	LINACRE	1	2	1,035	1.0684	51,990
1-2	LINACRE	1	2	1,035	1.0684	51,990
1-3	PEMBROKE	1	1	760	.9062	44,100
1-4	PEMBROKE	1	1	760	.8795	42,800
1-5	LANCASHIRE	2	2	1,117	1.1383	55,390
1-6	LINACRE	2	2	1,035	1.0786	52,490
1-7	PEMBROKE	2	1	760	.9165	44,600
1-8	PEMBROKE	2	1	760	.8898	43,300

For information concerning closing costs, including the requirement that purchasers of Units pay a portion of the Cash Costs for a Unit to be used by a resident superintendent, see pages 35-36.

AMENDED
SEE INSIDE
COVER

UNIT NUMBERS AND RELATED INFORMATION

(For additional information concerning sales prices and estimated monthly costs for the first year of operation, see Exhibit C)

<u>Unit Number</u>	<u>Type</u>	<u>Floor</u>	<u>Number of Bedrooms</u>	<u>Estimated Net Square Ft.</u>	<u>% Common Elements</u>	<u>Sales Price*</u>
R-1	WARWICK	1	1			
R-2	WARWICK	1	1	1,056	1.0716	52,150
R-3	LINACRE	1	1	1,056	1.0716	52,150
R-4	LINACRE	1	2	1,035	1.0684	51,990
R-5	WARWICK	2	1	1,056	1.0684	51,990
R-6	WARWICK	2	1	1,056	1.0819	52,650
R-7	LINACRE	2	2	1,035	1.0819	52,650
R-8	LANCASHIRE	2	2	1,035	1.0786	52,490
				1,117	1.1383	55,390
S-1	YORK	Th	3	1,582		
S-2	STUART	1	2	1,275	1.5412	75,000
S-3	CLARENDON	1	3	1,360	1.2401	60,350
S-4	LINACRE	1	2	1,035	1.3295	64,700
S-5	WARWICK	1	1	1,056	1.0684	51,990
S-6	SOMERSET	2	2	1,297	1.0716	52,150
S-7	CLARENDON	2	3	1,360	1.2812	62,350
S-8	LINACRE	2	2	1,035	1.3500	65,700
S-9	CAXTON	2	1	1,092	1.0786	52,490
					1.1025	53,650
-1	WESTMINSTER	Th	3	1,627		
-2	WESTMINSTER	Th	3	1,627	1.5412	75,000
-3	WESTMINSTER	Th	3	1,627	1.5412	75,000
-4	WESTMINSTER	Th	3	1,627	1.5412	75,000
-5	YORK	Th	3	1,582	1.5412	75,000
					1.5412	75,000

For information concerning closing costs, including the requirement that purchasers of Units pay a portion of the Cash Costs for a Unit to be used by a resident superintendent, see pages 35-36.

Legal Description of Unit

Generally speaking, the Unit consists of the interior portions thereof. For a detailed description of a Unit see Exhibit N, Article 5.

Legal Description of Common Elements

Generally speaking, the Common Elements consist of all parts of the Property except for the interior portions of the Units. Unit Owners have a right to the use and enjoyment of the Common Elements jointly with all other Unit Owners except that the use and enjoyment of terraces and balconies directly accessible from the interior of a Unit is exclusively reserved to the owner of such unit and except as otherwise specifically set forth in this Offering Plan. The Common Elements cannot be divided or partitioned except as provided in the New York Condominium Act. A Unit Owner's percentage interest in the Common Elements shall not be separated from the Unit to which it appertains. For a detailed description of the Common Elements see Exhibit N, Article 6.

Construction Data for Units and Common Elements

The Units and Common Elements shall be constructed by the Sponsor as provided in this Offering Plan and the architectural plans and specifications therefor. For a detailed description of the construction data relating to the Units and Common Elements see Exhibit D.

Recreation Facilities

The Basic Recreation Facilities will be located on Parcel 11 of the Subdivision Map (.32 acres) and will consist of (1) an outdoor swimming pool of approximately 1,500 square feet designed to accommodate 60 persons (applying a standard of one person for each 25 square feet), (2) a diving pool of approximately 800 square feet, (3) a fountain of approximately 300 square feet and (4) a sitting area surrounding the swimming pool of approximately 10,500 square feet. Ownership of such Facilities and the corresponding Recreation Areas will rest in the Association. Title to such Recreation Areas will pass contemporaneously with the filing of the Declaration establishing Foxwood I as a condominium regime (the "Foxwood I Declaration"); how-

ever, the Sponsor will not be required to complete construction of such Facilities until the earlier of the sale of the 65th unit in Foxwood I or the last day of the eighteenth month following the filing of the Foxwood I Declaration.

In addition, the Sponsor will decide within eight years after the filing of the Foxwood I Declaration whether or not to include the remainder of the Adjoining Property within the Association and if the Sponsor should decide to include the remainder of the Adjoining Property within the Association, the Sponsor will convey to the Association the Additional Recreation Facilities and the Recreation Areas on which they are located (Parcel 7E on the Subdivision Map constituting approximately .5 of an acre). The Additional Recreation Facilities consist of an existing formal garden of approximately 14,800 square feet (the "Garden"). In the event the remainder of the Adjoining Property is not included within the Association, the Sponsor shall be under no obligation to convey the Additional Recreation Facilities and the parcel on which they are located to the Association. In such event the Unit Owners will not have any rights to the use of the Garden. When the Sponsor has decided whether to include the remainder of the Adjoining Property in the Association, he shall notify each Unit Owner of his decision and shall amend this Offering Plan accordingly.

Easements

Each Unit shall have, in common with all other Units (1) and with the Adjoining Property and the Commercial Adjoining Property, an easement to use, operate, maintain and repair all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in other Units or elsewhere on the Property or on the Adjoining Property or the Commercial Adjoining Property, and serving such Unit; (2) and with the Adjoining Property, an easement to use and enjoy the open spaces and walks on the Adjoining Property and the Property, as such open spaces and walks shall exist following the development of each thereof; and (3) an easement for the continuance of any encroachment by such Unit on any other Unit or on any Common Element existing or which may come into existence as a result of (a) construction of the Buildings; (b) settling or shifting of the Buildings; (c) any alteration or repair to the Common Elements made by or with the consent of the Board of Managers; (d) any repair or restoration of the Buildings or any Unit

after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements so that any such encroachment may remain so long as the Buildings shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units and, in the case of (1) above, in favor of the Adjoining Property and the Commercial Adjoining Property and, in the case of (2) above, in favor of the Adjoining Property. The right of Unit Owners to operate, repair and maintain pipes, wires, ducts, etc. not located in their Units shall be exercised solely by the Board of Managers on their behalf and the Board of Managers must repair any damage arising in connection with the use of such easement. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove violations therefrom, to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings and for the purpose of reading, maintaining or replacing utility meters relating to the Common Elements, such Unit or any other Unit in the Building in which such Unit is located.

Each Unit having access to a balcony or terrace directly from the interior of such Unit shall have the exclusive use of such balcony or terrace.

In addition, until construction is completed on the Property and the Adjoining Property, the Sponsor shall reserve an easement in its favor to enter upon the Property and to transport materials across the Property for purposes of performing all activities in connection with such construction.

Allocation of Percentage Interest in Common Elements

The percentage interest of each Unit in the Common Elements has been set by the Sponsor based upon a comparison of the floor space of each Unit, adjusted for additional factors of relative value, including the uniqueness of particular Units, the availability of Common Elements for exclusive or shared use and the overall dimensions of particular Units. See Exhibit C. In the event that changes are made from the existing plans of the Sponsor which would alter the relative value of any Unit, the Sponsor reserves the right to alter the percentage interest of such Unit in the Common Elements, provided that with respect to any Unit which has been conveyed or is

covered by an executed Purchase Agreement no change in the percentage interest is permitted without the consent of such Unit Owner or such purchaser.

Homeowners' Association

The Sponsor will organize a not-for-profit corporation to be called MANVILLE LANE HOMEOWNERS ASSOCIATION, INC. (the "Association") which will, as provided hereinafter, own, operate, manage, and control the Community Facilities, the parking areas, the streets and roads located and to be located on the Property and the streets and roads located and to be located on the Adjoining Property (except that the owners of the Commercial Adjoining Property will be required to maintain Campus Drive, as more fully discussed on pages 14 and 15). In addition, the Association will, as provided hereinafter, acquire, own and operate a one-bedroom Unit for use by a resident superintendent to service the Condominium and any units constructed on the Adjoining Property. See pages 15 and 16.

The Association shall at no time have more than 300 members, no more than 153 of which shall be Unit Owners in Foxwood I and II and no more than 147 of which shall be the owners or lessees of the dwelling units which may be constructed on the Adjoining Property (other than Foxwood I). The Sponsor shall be a member of the Association so long as it owns any Unit in Foxwood I or II and, upon the sale and conveyance of each such Unit by the Sponsor, the purchaser thereof will automatically become a member of the Association and will be issued a certificate and/or membership card to that effect. Therefore, until such time as any Adjoining Property Dwelling Unit (as hereinafter defined) shall be constructed and completed and any owner or lessee thereof shall have become a member of the Association ("Adjoining Property Member"), the aggregate membership of the Association shall be no more than 153 (the Sponsor will make a decision whether or not to provide for Adjoining Property Members of this Association, within eight years after the filing of the Declaration); thereafter, membership in the Association shall be increased by the number of Adjoining Property Members, if any, but in no event shall the aggregate number of members in the Association be more than 300. Subject to the limitations on the number of memberships provided above, if, within eight years after the filing of the Declaration, all or any part of the Adjoining Property is developed for residential purposes with condominium units, cooperative apartment units, rental apartment units or private

dwellings (herein collectively called "Adjoining Property Dwelling Units"), the Sponsor shall have the right to provide and make available membership in the Association to the owners of such Adjoining Property Dwelling Units; provided, however, that (1) to the extent that such Adjoining Property Dwelling Units are condominium units, each unit owner of a condominium on the Adjoining Property shall automatically become a member in the Association upon the conveyance to him of his unit, and (2) the owner of any rental units now or hereafter constructed on the Adjoining Property may, at the option of such owner, assign to the lessees of such rental units the owner's rights to membership in the Association for so long as such lessees shall continue to lease such rental units. However, in no event shall the owner of any such rental unit be relieved of his obligation to pay dues or other assessments to the Association relating to such memberships. If such owners so assign their membership rights to their lessees, such lessees will have full rights to use all facilities of the Association, including the Recreation Facilities.

Subject to the foregoing, (1) membership in the Association shall not be transferred by the Unit Owners, except as an incident to the lawful sale or conveyance, including transfers by gift, will, laws of intestacy or otherwise, of a Unit, and membership in the Association allocable to any such Unit shall be automatically transferred to the purchaser or grantee thereof; (2) membership in the Association shall not be transferred by the owner of an Adjoining Property Dwelling Unit except as an incident to the lawful sale, conveyance, including transfers by gift, will, laws of intestacy or otherwise, or lease of such Adjoining Property Dwelling Unit; and (3) membership in the Association shall not be transferred by the lessee of an Adjoining Property Dwelling Unit except to the owner thereof or his nominee or designee.

Each membership in the Association shall entitle the occupants of all Units and Adjoining Property Dwelling Units owned or leased by such member (whether or not such occupants are themselves members of the Association) to equal use of the Community Facilities, and such use shall also be available to the family members of such occupants and their guests, subject, however, to the limitations and conditions which may from time to time be imposed by the Board of Directors of the Association. Although it is the present intention of the Sponsor to permit guests to use the Community Facilities without charge, the Association may elect to impose a charge or guest fee for such use.

Each such membership shall also entitle each such occupant and their licensees and invitees to the use of the streets and roads and parking areas owned by the Association. In conveying the streets and roads to the Association, the Sponsor shall reserve an easement in favor of the Adjoining Property, in the event certain subsequent owners thereof do not become entitled to membership in the Association to use such of the streets and roads as shall serve as a means of ingress and egress with respect to such property, provided that such easement shall require the beneficiaries thereof to pay to the Association an amount not less than the proportionate share of the costs of maintaining such streets and roads (such proportionate share to equal the percentage of the total area of the Land plus the Adjoining Property, less such area comprised of the streets and roads, owned by such owner). In addition, the Sponsor shall reserve an easement in favor of the Commercial Adjoining Property to use certain of the streets and roads for ingress and egress and to enjoy and use the Garden. In exchange for such easements, owners of the Commercial Adjoining Property will make a contribution to the maintenance of the Garden and Campus Drive, as more fully described on page 14. Such conveyance to the Association shall be conditioned upon the Association not taking any action which would discriminate against any Unit Owner or owner or lessee of any Adjoining Property Dwelling Unit in the exercise of their respective membership rights in the Association and their respective rights to use the streets, roads, parking areas and Community Facilities. Such of the streets, roads and parking areas as shall be completed prior to the conveyance of the first Unit shall be conveyed to the Association prior to such conveyance of such first Unit and those completed thereafter shall be conveyed to the Association as they are completed.

All property conveyed to the Association shall be conveyed without charge therefor and free and clear of all mortgages, liens or other encumbrances which are not subject and subordinate to the Declaration (except for the title conditions set forth on pages 32 to 34 and, in the case of the streets, roads and the Garden, except for the easements referred to in this Offering Plan.

Management of the Association

The members of the Association will, within two weeks after the conveyance of the 33rd Unit in Foxwood I, elect a Board of Directors, consisting of five persons, which will replace the original Board selected entirely by the Sponsor and be responsible for the management and operation of the Association, the Community Facilities and

the other items for which the Association has responsibility. Each member of the Association shall be entitled, at all meetings of the members of the Association, to a number of votes equal to the number of Units (including Unsold Units owned by the Sponsor) and Adjoining Property Dwelling Units owned or leased by such member, and the election of directors shall be by cumulative voting so that, in all elections of directors, each member shall be entitled to as many votes as shall equal the number of votes which, except for such provisions as to cumulative voting, he would be entitled to cast for the election of directors multiplied by the number of directors to be elected, and so that he may cast all of such votes for a single director or for any two or more of them, or may distribute them among the number to be voted for, as he may see fit. Notwithstanding the foregoing, the Sponsor shall have the right to designate three Directors until the third anniversary of the date of filing the Foxwood I Declaration; provided, however, that the remaining two such Directors shall be designated by the Unit Owners and Adjoining Property Dwelling Unit Owners (other than the Sponsor). Thereafter, the Sponsor shall have the right to designate (a) two Directors for so long as the Sponsor is entitled to cast a majority of the votes entitled to vote at a meeting of the members of the Association and (b) one Director for so long as the Sponsor is entitled to cast less than a majority but more than fifty of such votes, and the remaining members shall have the right to designate the remaining members of the Board of Directors.

Allocation of Association Expenses

The costs and expenses of operating the Association (except amounts to be expended for the purchase from the Sponsor of an apartment for a superintendent's residence referred to on pages 15 and 16) will be allocated between, assessed to and paid by the Condominium and the owners or lessees of the Adjoining Property Dwelling Units as follows:

1. Until such time as any owner or lessee of an Adjoining Property Dwelling Unit shall become a member of the Association, such costs and expenses shall be borne by the Condominium and assessed to the Unit Owners (including the Sponsor to the extent allocable to Unsold Units) and collected by the Board of Managers together with and as part of the Common Charges (see pages 37 and 38).

2. At such time as any owner or lessee of an Adjoining Property Dwelling Unit shall become a member of the Association (if a declaration of condominium is filed with respect thereto, the sponsor under such declaration shall be deemed a member with respect to each unsold unit covered by such declaration) and shall be responsible for common changes thereon) such costs and expenses shall be allocated between, assessed to and paid by the Condominium and any owners or lessees of Adjoining Property Dwelling Units who have become members of the Association as follows: The Condominium shall pay a fraction of said costs and expenses, the numerator of which fraction shall be 88, and the denominator of which fraction shall be the total number of memberships then outstanding. The balance of said costs and expenses shall be allocated to the owners or lessees of Adjoining Property Dwelling Units, including the sponsor under any declaration relating to Adjoining Property Dwelling Units to the extent allocable to any unsold units covered thereby, who have become members of the Association. That portion of said costs and expenses allocated to the Condominium shall then be borne by the Condominium in the manner provided in subparagraph 1 above.

The Association shall not, following relinquishment of control of the Board of Directors thereof by the Sponsor as heretofore provided, and at any such time as the Sponsor shall hold more than 25% of the then outstanding memberships, make any assessments in order to make any capital expenditures or to establish any contingency, working capital or reserve fund without the Sponsor's prior written consent.

Relationship with Commercial Adjoining Property

As indicated above, in conveying the streets and roads to the Association, the Sponsor will reserve an easement in favor of the Commercial Adjoining Property for ingress and egress and in conveying the Garden to the Association it will reserve an easement in favor of the Commercial Adjoining Property to use and enjoy the Garden. The owner of Parcel 1 on the Subdivision Map is obligated as a condition to the enjoyment of the easement relating to the streets and roads, to maintain, repair and renew the entire length of Campus Drive and, as a condition to the enjoyment

of the easement relating to the Garden to contribute \$500 per year to the maintenance and care of the Garden.

Although no bond will be posted or security granted in order to secure the performance of the obligations of such purchaser, such obligations are conditions to the continued use of such easements and, following their recordation, will be binding on successors of such purchaser and will be enforceable by the extinguishment of the rights granted under such easements.

The Sponsor is obligated to such purchaser to contribute, or to cause owners of portions of the Commercial Adjoining Property which the Sponsor may subsequently convey to make contributions, to such purchaser to defray the cost of meeting its obligations to maintain Campus Drive.

Superintendent's Residence

Following the filing of the Declaration, the Association shall be obligated to purchase a one-bedroom apartment (which apartment may be a Unit or an Adjoining Property Dwelling Unit, at the option of the Sponsor) for use by a resident superintendent. The Association will bear all costs and expenses in connection with the purchase, upkeep and maintenance of such residence and with the continued employment of such superintendent and any janitorial or maintenance staff hired to assist such superintendent.

The Association may elect to acquire such a Unit prior to the filing of the Declaration; however, it may do so only upon obtaining the approval of the Sponsor and a majority of Unit Owners other than the Sponsor.

The purchase of such apartment shall be financed by a mortgage from the Williamsburgh Savings Bank covering 90% of the purchase price of such unit. The down payment, closing costs and adjustments (the "Cash Costs") payable in connection with the acquisition shall be obtained by the Sponsor by collecting at the time of closing of such superintendent's unit, from the Association an amount equal to each Unit Owner's (exclusive of the Sponsor's) pro rata portion of the Cash Costs. This contribution will amount to approximately \$25 per Unit assuming a total of 254 units and approximately \$40 per Unit if there is a total of 153 units contributing and assessments based on percentage interests in the Common Elements, and from each subsequent purchaser from the Sponsor of a Unit or an Additional Prop-

erty Dwelling Unit, at the closing of such purchaser's unit, the proportional share of the Cash Cost attributable to such unit, assuming a total of 254 units contributing and based on each such purchaser's percentage interests in the common elements of his condominium regime. The Sponsor will obtain, at its sole cost, in favor of the Association, a fee title insurance policy insuring the Association's fee title to such superintendent's Unit.

Association Budget

The budgets appearing on the immediately succeeding pages set forth estimated receipts and operating expenses for the first year of operation of the Association, assuming 153 memberships and 254 memberships, respectively. It is currently intended that 101 condominium units will be built on the Adjoining Property and that such units will be offered in several phases.

THE BUDGETS DO NOT PROVIDE FOR ANY RESERVE FOR CONTINGENCIES AND IF CONTINGENCIES OCCUR OR IF THE ACTUAL EXPENSES EXCEED THE ESTIMATES SET FORTH, THE COMMON CHARGES MAY HAVE TO BE INCREASED OR SPECIAL ASSESSMENTS MAY BE REQUIRED.

IF ONLY 153 CONDOMINIUM UNITS ARE BUILT THE COSTS OF OPERATING THE ASSOCIATION AND THE CONDOMINIUM WILL, OF COURSE, BE GREATER PER UNIT THAN IF 254 UNITS ARE BUILT AND INCLUDED WITHIN THE ASSOCIATION. IF, HOWEVER, 254 UNITS ARE BUILT AND INCLUDED WITHIN THE ASSOCIATION THEN THERE WILL, OF COURSE, BE MORE USERS OF THE COMMON ELEMENTS AND RECREATION FACILITIES.

IV. SURROUNDING AREA AND FACILITIES

Zoning

The Property is zoned to permit construction of multiple dwellings as part of an overall zoning plan encompassing the development of the Tract as a Planned Unit Development. Under current zoning restrictions, the maximum number of condominium units permitted to be built on the Tract is 290.

Municipal Services and Recreation

The Property is approximately 1.1 miles from the Saw Mill River Parkway and 30 miles from New York City.

EXHIBIT E-2

MANVILLE LANE HOMEOWNERS ASSOCIATION, INC.

PRO FORMA ESTIMATED INCOME AND EXPENSES
FOR FIRST YEAR OF OPERATION
(BASED ON 153 MEMBERSHIPS)

RECEIPTS

\$43,317

EXPENSES

Resident Superintendent (see page 46)	\$ 8,910
Carrying Charges - Residence (see pages 15- and 16)	6,000***
Lifeguard	1,750
Payroll Burden	1,925
Snow Removal	5,000*
Road and Parking Lot Maintenance	500**
Pool Supplies	750
Pool Service	500
Insurance	250*
Water	200
Electricity	500
Management-Sponsor (see pages 45 and 46 and Exhibit P-2)	3,672
Porter	8,580
Audit	500
Telephone	300
Landscape Maintenance for Garden	1,000
Union	1,560
Workmen's Compensation	420
Equipment	1,000
	<u>\$43,317</u>

* Based upon an estimate or a bid received from an independent contractor.

** Based upon the Sponsor's own estimate.

*** Consisting of monthly mortgage principal and interest payments and tax payments.

No representation can be made as to the availability of an independent manager after the Management Agreement with the Sponsor expires or as to the terms under which such manager may serve.

EXHIBIT E-2

MANVILLE LANE HOMEOWNERS ASSOCIATION, INC.

PRO FORMA ESTIMATED INCOME AND EXPENSES
FOR FIRST YEAR OF OPERATION
(BASED ON 254 MEMBERSHIPS)

RECEIPTS

\$52,585

EXPENSES

Resident Superintendent (see page 46)	\$ 8,910
Carrying Charges - Residence (see pages 15 and 16)	5,634***
Lifeguard	\$ 1,500
Payroll Burden	2,705
Snow Removal	5,000*
Road and Parking Lot Maintenance	600**
Pool Supplies	700
Pool Service	450
Insurance	250*
Water	200
Electricity	300
Management-Sponsor (see pages 45 and 46 and Exhibit P-2)	6,096
Porter	8,320
Porter	8,320
Audit	500
Telephone	300
Landscape Maintenance For Garden	1,000
Union	1,800
	<u>\$52,585</u>

* Based upon an estimate or a bid received from an independent contractor.

** Based upon the Sponser's own estimate.

*** Consisting of monthly mortgage principal and interest payments and tax payments.

No representation can be made as to the availability of an independent manager after the Management Agreement with the Sponsor expires or as to the terms under which such manager may serve.

The Looper Bus services the Property providing transportation to and from the railroad station in Pleasantville, during the commuter rush hours. In addition it operates daily, once an hour from 9:39 A.M. to 4:39 P.M., to and from downtown Pleasantville, the municipal pool and the White Plains and Mt. Kisco buses. The Looper charge is currently \$.25 per trip.

Commuter service to New York City (Grand Central Station) is provided by the Harlem line of the Consolidated Rail Corporation from the Pleasantville Station which is approximately 1.2 miles from the Property. Running time is approximately 56 minutes and such service is available daily including Saturday and Sunday.

Police and fire protection are provided to the Property by the Village of Pleasantville Police Department located approximately one mile from the Property and the Village of Pleasantville Fire Department which is headquartered approximately 1.1 miles from the Property.

The Municipal Recreation Pool is located approximately 1.3 miles from the Property on Lake Street off Broadway.

Shopping Centers

A shopping area in downtown Pleasantville containing a variety of stores and a movie theater is located approximately 1.2 miles from the Property.

Medical, Educational and Religious Facilities

The Northern Westchester Hospital Center is located in Mt. Kisco at the intersection of Bedford Road and Rt. 172 which is approximately 5.1 miles from the Property.

The Property is located in the Pleasantville Union Free School District No. 9. Kindergarten through fifth grade is provided by the Bedford Road School located on Bedford Road and Academy Street approximately .7 miles from the Property; grades six through eight are provided by the Middle School located on Romer Avenue approximately 1.0 mile from the Property; and grades nine through twelve are provided by the Pleasantville High School located on the same site as the Middle School. Houses of worship of all major faiths are within a five-mile radius of the Property.

No representation is nor can be made by the Spon-

sor that the information described in this section will remain as described.

V. SPONSOR'S OBLIGATIONS

Change in Price, Layout and Substitution of Materials

In order to meet the possibly varying demand for number and type of Units, or to meet particular requirements of prospective purchasers, or for any other reason, the Sponsor reserves the right to change the size, number and location of the Buildings and other improvements, and the size, layout, location and price of any Unit for which no Purchase Agreement has been executed and is in effect, provided that such changes shall not change the percentage interest in the Common Elements of any Unit sold and conveyed or for which a Purchase Agreement has been executed and is in effect, without the consent of the purchaser or owner of such affected Unit. The Sponsor will not institute a general increase or decrease in the price of Unsold Units or any general classification thereof offered hereunder without filing an amendment to this Offering Plan, provided that nothing contained herein shall prohibit the Sponsor from filing such an amendment or from effecting other than a general price reduction in any individual Unsold Unit or Units without an amendment whenever the Sponsor deems it appropriate. As such, different persons may pay different prices for similar Units.

The Sponsor also reserves the right to substitute for any of the materials specified in Exhibit D materials of substantially similar or better quality.

Effective Date of this Offering Plan

This Offering Plan will be declared effective ("Effective") when purchasers have signed and the Sponsor has accepted, in writing, Purchase Agreements for 50% of the Units and such Purchase Agreements are no longer subject to cancellation by either party (except as a result of a default by the other party), or sooner, at the Sponsor's election, if the Williamsburgh Savings Bank, the Sponsor's construction lender, shall sooner permit this Plan to become Effective. In no event, however, shall this Plan be declared Effective until at least 10 Purchase Agreements have been signed and accepted and are no longer subject to cancellation by either party (except as a result of default

by the other party). When this Offering Plan has been declared Effective, all purchasers will be notified by regular mail within 30 days thereafter. Once Effective, this Offering Plan may not thereafter be withdrawn by the Sponsor. If this Offering Plan has not been declared Effective within 24 months following the date of the presentation of this Offering Plan to the public ("Presentation"), all purchasers of Units will be promptly notified and all moneys paid by them under their respective Purchase Agreements will be promptly returned to said purchasers, with interest, if any shall have been earned, and thereupon such Purchase Agreements shall be void, and the Sponsor shall have no further obligation or liability under this Offering Plan or said Purchase Agreements.

The Sponsor may declare this Offering Plan abandoned before the percentage quota heretofore set forth has been reached, in which event all purchasers will be notified by regular mail within 30 days thereafter and all moneys paid by such purchasers will be returned to them, with interest, if any shall have been earned, and thereupon their Purchase Agreements shall be void, and the Sponsor shall have no further obligation or liability to the purchasers affected thereby under this Offering Plan or said Purchase Agreements. As heretofore stated, the Sponsor may declare this Offering Plan Effective before the percentage quota heretofore set forth has been reached.

The Sponsor shall, promptly upon this Offering Plan having been declared Effective or abandoned, file an amendment to this Offering Plan disclosing the occurrence of the applicable event.

Once this Offering Plan is Effective, it cannot be abandoned by the Sponsor nor can the Property be withdrawn from Condominium ownership except by authorization of Unit Owners of at least 80% in number and in common interest of the Units.

If title to a Unit has not been conveyed to a purchaser within 15 months after the execution of his Purchase Agreement (except where caused by the default of such purchaser or by strikes, acts of God, government preemption, shortages of labor or materials or any other cause beyond the reasonable control of the Sponsor, in which event the time for conveyance shall be extended for the period of such delay), then such purchaser shall have the right, which shall be his sole remedy (unless due to

the willful default of the Sponsor), to cancel his Purchase Agreement upon written notice given to the Sponsor within 20 days thereafter, and upon such cancellation the purchaser shall be entitled to the return of all moneys paid under the terms of his Purchase Agreement, with interest, if any shall have been earned.

Recordation, Inspection
and Delivery of Documents

Copies of the floor plans and of the architect's plans are on file at the Sponsor's sales office at the Condominium and will be available for inspection by prospective purchasers during convenient weekday hours. Such floor plans and architect's plans are subject to change as heretofore provided. In addition, a set of as-built floor plans of the Buildings showing the layout, locations, approximate dimensions of a Unit and the Unit number designation, certified by the appropriate local tax authorities as conforming to the official tax lot number for each such Unit will be filed in the Office of the County Clerk of Westchester County when the Declaration is recorded, and additional copies will be distributed to the Board of Managers.

The Declaration and the By-Laws will be recorded in the Office of the County Clerk of Westchester County prior to the conveyance of the first Unit. All deeds conveying individual Units and all mortgages covering individual Units will be recorded in the Office of the County Clerk of Westchester County.

Expenses in Connection with
the Construction, Creation
and Sale of the Condominium

The Sponsor will bear all costs and expenses incurred in connection with the construction and creation of the Condominium and the initial sale of Units, including, without limitation, selling expenses and commissions, if any, advertising and printing expenses, architect's fees, fees and organization costs and engineering and surveying costs, whether incurred by the Sponsor prior or subsequent to the date of the filing of the Declaration.

Obligations of the Sponsor

No bond or other security has been furnished to secure the performance of the Sponsor's obligations as set forth herein. The ability of the Sponsor to perform its obligations will depend upon its financial condition at the time it is called upon to perform. No representation can be made that it will be financially able to perform any or all of such obligations.

The Sponsor hereby undertakes to perform the following obligations and will deliver to the Board of Managers, at the time of conveyance of title to the first Unit, a further undertaking obligating the Sponsor as follows:

1. The Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction of the Units and the Common Elements for work performed and fixtures, material and equipment supplied or installed in the construction and improvement of the Property. The Sponsor will pay all expenses incurred by the Sponsor in connection with the creation, construction and initial conveyance of the Units and the Common Elements.
2. The Sponsor will, at its sole cost and expense and with reasonable diligence, perform or cause to be performed such work, and will supply or cause to be supplied all materials necessary to complete the Units and the Common Elements substantially in accordance with the provisions of this Offering Plan. The Condominium, when completed in accordance herewith, will comply with applicable state and local building regulations.
3. The Sponsor will cause any and all mechanics' liens arising out of the construction of the Units and the Common Elements to be discharged by bonding or otherwise promptly after the filing of any such liens.
4. If a permanent Certificate of Occupancy and/or any other certificate or authorization required to permit the occupancy of such Unit shall not have been issued at the date of closing of title to any Unit, the Sponsor will use its best efforts to secure such permanent Certificate of Occupancy and/or other such certificate or authorization and will, at its sole cost and expense, do and perform or cause to be performed all work and will supply or cause to be supplied all materials necessary therefor.

5. The Sponsor shall pay Common Charges allocable to Unsold Units so long as the Sponsor continues to own the same (see page 3).

6. The Sponsor will exercise control over the Board of Managers in the manner set forth on pages 43 to 45 and will transfer such control at the time and in the manner set forth on such pages.

7. During the construction period, Walter G. Leicht A.I.A., or another registered architect or professional engineer selected by the Sponsor, will make periodic visits to the Property and render field reports to the Sponsor as to the progress of various stages of construction. Such field reports shall be maintained at the Sponsor's sales office at the Condominium and shall be available for inspection and review by purchasers. In addition the Sponsor will deliver to the Board of Managers a set of as-built floor plans as described on page 20.

8. The Sponsor will pay the indebtedness secured by its construction loan mortgage and will comply with all the other terms and provisions of such mortgage and the note secured thereby.

9. (A) The Sponsor will correct any defects in the construction of a Unit due to improper workmanship or material substantially at variance with this Offering Plan if the Sponsor is notified in writing of such defects within one year from the date of issuance of a temporary or permanent Certificate of Occupancy covering such Unit or, if such defect can be detected only by occupancy of the Unit, if notified in writing within one year from the closing of title to, or leasing of, such Unit. With respect to defects in the Common Elements, the Sponsor will correct such defects within one year from the date of the substantial completion of the defective portion of the Common Elements or the date of filing of the Declaration, whichever is later. The quality of construction shall be comparable to local standards customary in the particular trade, and substantially in accordance with the plans and specifications covering the Units. The Sponsor makes no warranties as to appliances except that it will deliver to each purchaser the manufacturer's warranties thereon as provided in Exhibit D. In no event shall

the Sponsor be responsible for the partial or total death of any trees, shrubs, bushes or other landscape improvements, nail pops, ridging, lumber shrinkage, normal settlement or any consequential damage resulting therefrom, normal plumbing and heating noises or carpet stretching. Subsequent to the conveyance of title to a Unit, the Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or formica chips and scratches in tubs, vanities or countertops. The Sponsor has no obligation to make any repair to the Units, the Common Elements or the Community Facilities except as expressly set forth in the Offering Plan.

(B) Within fifteen days following its election, the Replacement Member (as defined on page 44) of the Board of Managers shall appoint a committee of three Unit Owners (hereinafter called the "Building Committee") who may but need not include the Replacement Member. Any and all of the members of the Building Committee shall be subject to replacement, in the event of resignation or death, by the Replacement Member, or by the Board of Managers elected by the Unit Owners, as the case may be. The Building Committee shall, from time to time at reasonable intervals during the applicable warranty period within which the Sponsor is obligated to correct defects in the the Common Elements, but in no event later than 60 days from the date of issuance of the last Certificate of Occupancy, provide the Sponsor with a comprehensive list setting forth in reasonable detail a description of all of the items and scope of work which, in the Building Committee's opinion, the Sponsor shall be obligated to perform under subdivision (A) of this paragraph 9 with respect thereto. In any event, the Sponsor shall not be obligated to perform any item of work relating to the Common Elements of which the Building Committee shall not give the Sponsor notice as above provided prior to the expiration of the applicable warranty period. In the event that the Building Committee and the Sponsor shall be unable to agree upon the items and/or scope of the work, if any, to be performed by the Sponsor under said subdivision (A) or shall fail to agree upon the method or manner of the performance of such work, the Sponsor may request the Building Committee to select a licensed professional engineer to inspect and prepare a report of his findings with respect to the portions of the Common Elements to which such dispute shall relate, and said findings shall be binding upon

the Building Committee. The Sponsor agrees to contribute up to \$1,000 towards payment of one half of the aggregate costs of such inspections and reports, such payment to be made from time to time as and when bills therefor shall be rendered. In the event that the Building Committee fails to select a licensed professional engineer within thirty days following the Sponsor's request or if, following such selection, the Sponsor shall fail to agree with the findings of said engineer within thirty days following the submission of his report, then the Building Committee and the Sponsor shall each have the right to initiate arbitration proceedings by mailing, by registered or certified mail, return receipt requested, a demand for arbitration, and within five days following the making of such demand, the Sponsor and the Building Committee shall meet to jointly designate an arbitrator, who shall be a licensed professional engineer. In the event that the parties fail to agree upon the designation of an arbitrator within fifteen days of the making of the demand for arbitration, then each party shall within ten days thereafter mail to the other, in the manner hereinabove provided, a notice designating an arbitrator who shall be a licensed professional engineer. If either party shall fail to designate an arbitrator as above provided, the arbitrator designated by the other party shall act as sole arbitrator.

If both parties designate arbitrators as provided above and if within ten days after the designation of the second arbitrator, the two arbitrators are unable to agree on any matter submitted to them, such two arbitrators shall appoint a third arbitrator who shall be a licensed professional engineer. If such two arbitrators are unable to agree upon such third arbitrator, the third arbitrator, who shall be a licensed professional engineer, shall be selected by the American Arbitration Association, and the arbitration shall be conducted in Westchester County in accordance with the rules of such Association then in effect.

The arbitrator(s) shall have power to decide all questions, of whatever nature, with respect to any matter submitted to them. The decision shall be in writing and shall be made within fifteen days

after the designation of the arbitrator(s) shall have been completed. Each party shall pay one half of the cost and expense of the arbitration, and each shall separately pay for its own attorneys' fees and expenses. Notwithstanding the foregoing, the decision of the arbitrator(s) shall not be final, conclusive or binding upon the parties thereto and in the event that the Board of Managers or the Sponsor shall dispute the decision of the arbitrator(s) such party shall thereafter have the right to institute any action or proceeding, at law or in equity, which it may deem necessary or desirable.

10. The Sponsor will deliver to the purchaser and/or to the Board of Managers, when the Board of Managers takes over the management of the Condominium, heating, electrical, plumbing, roofing and appliance warranties if, and to the extent, made by the subcontractors and manufacturers.

11. Until one year after (a) transfer of control of the Board of Managers to the Unit Owners, or (b) closing of title to all 88 Units, whichever is sooner, the Sponsor will not voluntarily liquidate all or substantially all of its assets or voluntarily reduce its net worth below \$100,000 prior to the issuance of a permanent Certificate of Occupancy for all Units sold and conveyed or covered by Purchase Agreements but not conveyed. If the Sponsor, prior to the one-year period described above, sells, assigns or transfers its interest in the Property except in accordance with the Plan, it shall cause to be delivered to the Board of Managers a bond in the amount of \$100,000 issued by a surety company authorized to do business in the State of New York securing the Sponsor's obligations hereinabove set forth.

The obligations of the Sponsor hereunder shall survive the delivery of the deeds until the expiration of the periods heretofore set forth. The Sponsor shall not be liable for or obligated to defend any suits with respect to any Unit arising out of any occurrence taking place after the date of the closing of title to such Unit or with respect to the Common Elements arising out of any occurrence taking place after the date of the filing of the Declaration except claims arising out of acts of the Sponsor. All obligations of the Sponsor pertaining to the Common

Elements and Community Facilities shall be enforceable only by the Board of Managers and the Board of Directors, respectively, and not by the individual Unit Owners or members of the Association.

Unsold Units - Rights
of the Sponsor to Lease

The Sponsor reserves the right to rent Units to non-purchasers thereof without limitation as to the rental therefor. If the Sponsor rents a Unit prior to the sale and conveyance thereof, the purchaser thereof will be purchasing a Unit that has been previously occupied, but such Unit will be delivered at the closing of title thereto free and clear of all occupants. The Sponsor may also rent a Unit to a purchaser of said Unit if the purchaser so desires prior to the date of the conveyance of title to said Unit, provided the rental rate therefor shall not be in excess of the total estimated monthly payments, including, without limitation, charges for maximum mortgages as set forth on Exhibit C attributable thereto (whether or not such Unit will actually be covered by such a maximum mortgage).

VI. SALE OF UNITS

The Units when sold by the Sponsor will be sold in fee simple to purchasers who may be individuals, partnerships, corporations or fiduciaries. The sales of the Units will be made at the respective sales prices set forth in this Offering Plan and Exhibit C (as such prices may be changed by the Sponsor as set forth on page 18) and will include the respective undivided interests in the Common Elements.

Sales to Senior Citizens

The Sponsor has agreed with the Senior Citizens Advisory Committee of the Village of Pleasantville that it will offer to sell 8 Units (and 6 Units in Foxwood I and 7 other Adjoining Property Dwelling Units, for a total of 21 units) to senior citizens meeting the qualifications set forth below at a price per Unit equal to \$4,000 less than the price set forth in Exhibit C hereto. The offer will be limited to Pembroke and Linacre Units located on the first floor. These Units will be offered on a first-come, first-serve basis to persons who (a) reside in the Village of

Pleasantville, (b) are at least 60 years old, and (c) have an annual family income not in excess of \$10,000. If the Sponsor is unable to sell such Units, it will raise the maximum income level to \$15,000 per year. If the Sponsor is thereafter still unable to sell such Units it shall offer them to persons, meeting the other requirements, who currently live in the Town of Mt. Pleasant, giving priority to those persons earning less than \$10,000 per year. The amounts set forth on Exhibits C and R for price, required down payment, maximum mortgage loan, and monthly mortgage payments and the aggregate amounts determined with reference thereto are proportionally reduced with respect to such Units to reflect the reduction in price. Senior citizens purchasing Units as described herein will be under no restriction as to resale other than those applicable to all Unit Owners (see page 39).

NO SPECIAL ARRANGEMENT HAS BEEN MADE AND NO SUBSIDY WILL BE GIVEN WITH REGARD TO THE OBLIGATIONS OF SUCH PERSONS TO PAY COMMON CHARGES AND THE SPONSOR CAN MAKE NO REPRESENTATION IN THIS REGARD.

Construction and Permanent
Financing Procured by the
Sponsor

The Sponsor has obtained a written commitment from the Williamsburgh Savings Bank (the "Bank") to purchase from the Sponsor individual mortgage loans, in amounts up to 90% of the purchase price of any Unit (see the column headed "Maximum Mortgage Loan" on Exhibit C), made by the purchasers who desire such mortgages in connection with the purchase of their Unit and whose credit and financial standing are satisfactory to the Sponsor and the Bank. Such mortgages and the notes secured thereby will initially be made by purchasers to the Sponsor and thereafter be assigned by the Sponsor to the Bank. See Exhibit C for the monthly payments for principal and interest on each such mortgage assuming the maximum principal amount, interest at the rate of 8-1/2% per annum and a thirty-year term.

The Sponsor has obtained from the Bank a commitment for a construction mortgage loan in the amount of \$1,500,000 and, in connection therewith, will execute and deliver a promissory note secured by a mortgage covering the Property. Upon the sale and conveyance of a Unit by the Sponsor, such Unit will be released from the construction mortgage, and if the purchaser thereof has obtained mortgage financing as described above, such purchaser will

execute a mortgage note and mortgage covering his Unit and his percentage interest in the Common Elements. Each such mortgage and the note secured thereby will (1) be substantially in the form annexed hereto as Exhibits L and M, respectively; (2) be subject and subordinate to the Declaration and the By-Laws; (3) be for a term of 30 years (or such lesser term as the purchaser may elect and the Sponsor and the Bank may approve); (4) bear interest at the maximum interest rate (presently 8 1/2% per annum) which banks and lending institutions may legally charge individuals on conventional home mortgages (other than purchase money mortgages) under the laws of New York State and the rules and regulations promulgated by the New York State Banking Board (commonly referred to as "General Regulations, Rule 4") in existence at the time of the closing of each mortgage (which interest rate shall remain constant and in effect during the entire term of each of said mortgages); (5) be payable in equal consecutive monthly installments in amounts which will repay the loan at the maturity thereof, as stated above, with each monthly installment being applied first to interest on the principal amount of the loan outstanding from time to time at the rate specified above and the balance being applied to the reduction of such principal amount; and (6) be prepayable (i) in whole or in part, at any time on or after one year from the date of the loan, without premium or fee; or (ii) in whole on the first day of any month during the first year of the term of the loan upon payment of a premium equivalent to 5% of the original principal obligation.

With respect to the initial purchase of a Unit, if a mortgage is required by the purchaser, application may be made to the Sponsor for submission to the Bank. If the Bank rejects or fails to accept any such mortgage application within 90 days after such application is made, either the Sponsor or the purchaser may elect to cancel the Purchase Agreement, in which event all moneys paid by the purchaser shall be returned to him, with interest, if any shall have been earned. Each initial mortgage loan will close simultaneously with the closing of title to the Unit.

At the time of the initial conveyance of a Unit there will be no mortgage or other liens against such Unit. However, portions of the Property, other than Units which have been or are being conveyed, may be subject to mortgages executed by the Sponsor provided such mortgages shall be subject or subordinate to the Declaration and the By-Laws.

Annexed to this Offering Plan as Exhibit R is the "Disclosure Statement Required By Federal Law With Respect To Advertising The Credit Sale Of Condominium Units By Owner-Lender Secured By A First Mortgage On Premises".

Application for Non-Binding
Unit Reservation

The form of Application for Non-Binding Unit Reservation ("Application") is annexed hereto as Exhibit H. In the event that a prospective purchaser wishes to reserve a Unit pending his review of this Offering Plan, he may do so for a period of five days by executing and delivering to the Sponsor an Application accompanied by a Unit reservation deposit in the amount of \$50.00 (the "Unit Reservation Deposit"). At or before such time, each purchaser shall be given a copy of this Offering Plan and a completed but unexecuted copy of the Purchase Agreement covering the reserved Unit. The Purchase Agreement may not be executed until 72 hours after the purchaser has received a copy of this Offering Plan. The Unit Reservation Deposit shall be refunded at any time before the purchaser executes a binding Purchase Agreement and if the purchaser shall demand a return thereof by signing and delivering to the Sponsor a request therefor in the form of the Request for Return of Unit Reservation Deposit attached to the Application or, without demand, if (and when) the Sponsor executes a Purchase Agreement to sell the Unit to a third party after the expiration of the initial five-day reservation period, but in no event later than 30 days after the date of said Application. The Unit Reservation Deposit shall be held by the Sponsor in trust until returned as aforesaid or applied as hereinafter provided.

Purchase Agreement and Payments

The form of agreement (the "Purchase Agreement") to be executed when a prospective purchaser has decided to purchase a Unit is annexed hereto as Exhibit I. If the Purchase Agreement is conditioned upon the purchaser's obtaining a mortgage commitment, it is also subject to cancellation by either the Sponsor or the purchaser if a mortgage application is not approved and a commitment issued within 90 days after the date of the Purchase Agreement.

Before acquiring title to his Unit, each purchaser shall pay the full purchase price set forth in the Purchase Agreement in installments as follows:

- (a) A down payment of \$250 (in part by application of the Unit Reservation Deposit in the amount of \$50, if any) shall be paid upon execution of the Purchase Agreement;

(b) An additional down payment shall be paid not later than ten days after the execution of the Purchase Agreement in an amount which, together with the down payment, shall equal 10% of the full purchase price;

(c) The balance of the cash portion of the full purchase price, if any, shall be paid by certified or cashier's check(s) to the Sponsor's order drawn on a bank which is a member of the New York Clearing House Association on the date fixed in accordance with the Purchase Agreement for the closing of title or any adjourned date therefor; and

(d) The balance of the full purchase price, if any, shall be paid by the purchaser executing and delivering to the Sponsor a purchase money mortgage and note secured thereby on the date fixed in accordance with the Purchase Agreement for the closing of title or any adjourned date therefor.

Estimated real estate taxes for the tax year and estimated Common Charges for the month in which title closes will be apportioned as of the closing date.

The Purchase Agreement provides that the purchaser has relied only upon the warranties or representations as to any Units, their size, dimensions or other physical characteristics or as to financial data or estimated income tax deductions as set forth in the Purchase Agreement, this Offering Plan and the Declaration and By-Laws, that said Purchase Agreement and said documents constitute the entire agreement between the parties and that the purchaser has relied upon no other warranties or representations.

Trust Funds

All moneys received by the Sponsor directly or through its agents or employees or the Escrow Agent (as hereinafter defined), shall, pursuant to Section 352-h of the New York General Business Law, be held in trust until actually employed in connection with the consummation of the transaction as herein described. In addition, all down payments (other than Unit Reservation Deposits) will be deposited with and held by Mellon Bank, N.A. (the

"Escrow Agent") at its offices at Mellon Square, Pittsburgh, Pennsylvania in accordance with a certain agreement (the "Escrow Agreement") to be entered into between the Sponsor and the Escrow Agent. If insufficient funds are raised by the Sponsor through this Offering Plan or otherwise to effectuate the consummation of the contemplated transaction, or if the contemplated transaction shall not be completed by the Sponsor for any reason or reasons or shall be abandoned, then the Sponsor shall, or shall cause the Escrow Agent to, return such moneys to the respective purchasers, with interest, if any shall have been earned. If this Offering Plan is not declared Effective within 24 months following Presentation (see pages 18 and 19), all moneys paid by the purchasers of Units will likewise be returned to the respective purchasers, with interest, if any shall have been earned. The Escrow Agreement provides that said down payments as to each Unit will be released from such escrow and used in connection with the construction of the Condominium and the consummation of the transaction only upon the closing of title under the applicable Purchase Agreement covering such Unit or upon a default by the purchaser thereunder and the termination of the Purchase Agreement in accordance with the terms, covenants and conditions thereof.

If any purchaser fails to take title because of his default under the Purchase Agreement, the Sponsor, in addition to any other remedies available to it, may give such purchaser written notice of its intention to cancel the Purchase Agreement if such default is not cured within five days after the date of such notice, and if not so cured, the Sponsor may elect to cancel the Purchase Agreement and retain any down payment held by it or the Escrow Agent as liquidated damages, to the extent such down payment does not exceed 10% of the purchase price.

Closing of Title to Units,
Form of Deed and Title In-
surance

The closing of title to each Unit shall take place only after or concurrently with the following events:

- (a) The issuance of a temporary or permanent Certificate of Occupancy of the Building containing the Unit;

(b) The recording or filing, as required by law, of the Declaration, By-Laws and floor plans of the Buildings showing the layout, locations, approximate dimensions of a Unit and the Unit number designation, certified by the appropriate local tax authorities as conforming to the official tax lot number for each typical Unit type;

(c) The release of the Unit from the lien of all mortgages except the purchaser's mortgage, if any;

(d) The issuance of title insurance policies or certificates insuring (i) fee title to the Unit in the purchaser if the purchaser has applied for such title insurance, and (ii) a first mortgage covering the Unit, if any, in favor of the purchaser's mortgagee, free and clear of all liens and encumbrances except for the title conditions set forth below. The policies or certificates shall insure, among other things, against loss or damage occasioned by the Unit not being a part of a condominium regime validly established pursuant to the New York Condominium Act;

(e) The closing of the purchaser's mortgage loan, if any; and

(f) The delivery to the purchaser of all applicable warranties on appliances, if any, in his Unit as set forth in Exhibit D.

Good and insurable title to each Unit and its appurtenant interest in the Common Elements will be conveyed by the Sponsor by bargain and sale deed with covenant against grantor's acts and containing the provisions necessary to comply with Section 5 of the Lien Law (see Exhibit J), free and clear of all liens and encumbrances other than:

1. Zoning regulations and ordinances and any amendments thereto now or hereafter adopted;

2. Easements and agreements shown on "Subdivision Map - Foxwood Property situated in the Village of Pleasantville, etc." dated September 1, 1976 by Chas. H. Sells, Inc., Engineers and Surveyors (the "Map") and filed in the Westchester County Clerk's Office, Division of Land Records on February 14, 1977, as Map No. 19051;

3. Easements in, on, over or under the Property, in favor of utility companies, to use, maintain, operate, repair and construct utility and telephone lines;

4. Easements in, on, over or under the Property, in favor of the Town of Mt. Pleasant and the Village of Pleasantville and the County of Westchester and the State of New York, to use, maintain, operate, repair and construct sewer, drainage and water lines;

5. The Declaration, By-Laws, Map and Floor Plans to be recorded in the Office of the County Clerk of Westchester County, as the same may be amended from time to time;

6. Easements in favor of other Units and in favor of the Common Elements for the continuance of all encroachments of such other Units or Common Elements on the Unit existing or which may come into existence as a result of (a) construction of the Buildings; (b) settling or shifting of the Buildings; (c) any alteration or repair to the Common Elements made by or with the consent of the Board of Managers; (d) any repair or restoration of the Buildings or any Unit after damage by fire or other casualty or any taking by condemnation or eminent-domain proceedings of all or any portion of any Unit or the Common Elements so that any such encroachments may remain so long as the Buildings shall stand;

7. Easements in favor of the other Units and the Adjoining Property and the Commercial Adjoining Property to use, operate, maintain and repair the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located or to be located in the Unit or elsewhere on the Property and serving such other Units or such other properties, provided that the beneficiaries of such easements must repair any damage arising in connection with the use of such easements, and provided, further, that the right to operate, maintain and repair such pipes, wires, ducts, etc. may be exercised on behalf of the Unit Owners only by the Board of Managers;

8. Easements in favor of the other Units and the Adjoining Property to use and enjoy the open spaces and walks on the Property; as such open spaces and walks shall exist after the construction of the Units;

9. Franchise taxes, if any, provided the title company issuing a policy of title insurance, if any, to the purchaser will insure that such taxes cannot be collected from the Unit;
10. An easement in favor of the Sponsor and its successors and assigns, to erect and maintain one or more signs for the purpose of advertising the development of the Condominium or the Adjoining Property;
11. An easement in favor of the Sponsor, until construction is completed on the Property and the Adjoining Property, to enter upon the Property and to transport materials across the Property for purposes of performing all activities in connection with such construction.
12. Covenants and Restrictions contained in instrument recorded in Liber 1629 of conveyances page 420;
13. Gas Easement contained in instrument recorded in Liber 4528 of conveyances page 89;
14. Easement contained in instrument recorded in Liber 6196 of conveyances page 100 and as shown on filed Map No. 13302;
15. Reservation of Easement contained in instrument recorded in Liber 4331 of conveyances page 386;
16. Perpetual right-of-way and easement over a portion of Manville Road in Liber 5471 of conveyances page 338 and in mortgages Liber 5507 of mortgages page 324 and Liber 5802 of Mortgages page 276 as consolidated by Agreement in Liber 5809 of mortgages page 107 and in Lease 5471 of conveyances page 217 and deed Liber 5713 of conveyances page 19; and
17. Any state of facts which an accurate survey of the Unit would show, provided that such state of facts would not render title unmarketable.
18. Easements contained in instrument recorded in Liber 7378 of Conveyances, Page 234.

The Sponsor represents and warrants that, and in the opinion of counsel to the Sponsor, Debevoise, Plimpton, Lyons & Gates, 299 Park Avenue, New York, New York, none of the foregoing exceptions to title will materially adversely affect the proposed uses of the Property as set forth in this Offering Plan. The documents concerning these excep-

tions will be available to purchasers and their attorneys at the Sponsor's sales office at the Condominium.

Estimated Closing Costs
and Adjustments

In addition to the cost of the Unit and a pro rata share of the real estate taxes for the tax year and the Common Charges for the month in which title closes, the estimated closing costs to be borne by each purchaser of a Unit will consist of:

(a) The sum of \$35 to be paid to the Sponsor which represents the costs to the Sponsor of a copy of the site plan of the Land and fees for recording the deed covering the Unit and the power of attorney in favor of the Board of Managers (see page 49).

(b) The amount of the New York State Real Estate Transfer Tax which is currently computed at the rate of \$.55 for each \$500 or fraction thereof of purchase price payable for the applicable Unit.

(c) Mortgage closing costs to be paid to or on behalf of the Sponsor, as mortgagee, consisting of (i) \$100 to reimburse the Sponsor for legal fees incurred by the Sponsor in connection with the preparation of the mortgage and note secured thereby; (ii) mortgage recording tax; (iii) the premium for the mortgage title insurance policy; and (iv) recording fees for the mortgage. For example, assuming a mortgage of \$35,000, said mortgage closing costs would be approximately \$463.55--consisting of \$100, reimbursement of Sponsor's legal fees; \$237.50 mortgage recording tax, which tax is currently computed at the rate of 1/2 of one percent for the first \$10,000 of the mortgage amount and at the rate of 3/4 of one percent on the balance of the mortgage amount; \$117.00 mortgagee title insurance policy; and \$9.05, mortgage recording fees. A portion of the mortgage recording tax, to be computed in accordance with Section 339-ee, subsection 2 of the New York Condominium Act, shall be paid to the Sponsor in reimbursement of mortgage recording taxes previously paid by the Sponsor in connection with the recording of the construction mortgage loan referred to on pages 27 and 28. Of course, there will be no mortgage closing costs on Units which are not covered by mortgages.

(d) A deposit in an amount to be fixed by the Sponsor to establish an escrow account for the payment of annual real estate tax charges and assessments which have been or will be assessed against the purchaser's Unit, which deposit shall be paid to the Sponsor by each purchaser executing and delivering a mortgage covering his Unit and thereafter assigned to the Bank together with the mortgage and note secured thereby (see pages 27 and 28). The amount of such deposit shall equal one month's taxes, charges and assessments, unless a higher amount shall be necessary to assure that a sufficient sum shall be available to make payment of the succeeding taxes, charges and assessments as and when the same become due and payable and such higher amount shall be permitted under applicable Federal and state law.

(e) The fees and expenses of his own attorney, if any. IT IS ADVISABLE THAT EACH PURCHASER CONSULT AN ATTORNEY IN CONNECTION WITH THE PURCHASE OF A UNIT.

(f) An amount equal to the regular monthly Common Charges for the next succeeding month which will be used to pay such monthly Common Charge when it comes due. In addition, an assessment will be collected equal to two months' Common Charges based upon full occupancy of 88 Units as set forth in Exhibit C to be used to provide the Condominium with working capital and emergency funds and to pay a portion of the Cash Costs for a Unit to be used by a resident superintendent at such time as the Association shall acquire one. With the exception of such portion as shall be attributed to the acquisition of the superintendent's residence in the manner set forth hereinabove (see pages 15 and 16), the fund derived from such assessments shall, at the time of relinquishment of the Sponsor's control of the Board of Managers, be turned over to the Board of Managers and the amount in such fund shall equal the aggregate of all such assessments received, less amounts allocated to the purchase of a superintendent's residence and amounts expended in anticipation of Common Charges accrued but not yet paid. When the entire total of 153 units has been sold, the total amount collected for working capital will be approximately \$21,000 of which approximately \$6,000 will be used to make the 10% down payment on the superintendent's residence.

(g) The premium for a fee title insurance policy if such Purchaser desires to obtain such a policy. For Units not covered by mortgages, said fee policy would cost \$148 on the first \$40,000 of the purchase price and \$1.66 for each additional \$1,000. The premium for a fee policy may be less in cases of Units covered by mortgages.

Estimated Common Charges
and First Year's Opera-
tional Expenses

The estimated monthly Common Charges for the first year of operation based on full occupancy of 88 Units is set forth in Exhibit C. The estimated budget for such first year of operation of the Condominium is set forth on the succeeding page and the estimated budget for the Association is set forth following page 16.

The estimates in Exhibit C and the Budgets have been prepared by the Sponsor and reviewed by Ripps Realty, Inc., an independent property management company. The Sponsor's principals have developed other condominium projects in New York and Connecticut and, based upon this experience, it is the Sponsor's opinion that it is qualified to make these estimates. The Sponsor believes these estimates to be dependable, but because actual expenditures may differ from estimated expenditures, because the composition of the Condominium may vary from that set forth in this Plan (see page 18) and because of possible changes in the future income or expenses of the Property and/or Community Facilities, such estimates are not intended to be, nor should they be, construed as guarantees or warranties of any kind whatsoever, including, without limitation, that the amounts deductible for income tax purposes, or that the actual expenses or income for any period of operation, may not vary from the amounts estimated, or that the Condominium will not incur additional expenses, or that the Board of Managers or the Board of Directors will not provide for additional working capital or for reserves or additional services.

THE BUDGETS DO NOT PROVIDE FOR ANY RESERVE FOR CONTINGENCIES AND IF CONTINGENCIES OCCUR OR IF THE ACTUAL EXPENSES EXCEED THE ESTIMATES SET FORTH, THE COMMON CHARGES MAY HAVE TO BE INCREASED OR SPECIAL ASSESSMENTS MAY BE REQUIRED.

VII. OBLIGATIONS OF UNIT OWNERS

Common Charges - Assess-
ment and Collection

Common Charges shall be collected by and paid to the Board of Managers monthly, in advance, by each Unit

EXHIBIT E-1

FOXWOOD CONDOMINIUM

ESTIMATED INCOME AND EXPENSES
FOR FIRST YEAR OF OPERATION
(BASED ON FULL OCCUPANCY)
88 UNITS

RECEIPTS

Common Charges - \$82,611

EXPENSES

Audit	\$ 1,500
Office Supplies	200
Janitorial Supplies	600
Fuel Oil	28,757*
Electricity	8,500*
Water	4,319*
Refuse Removal	2,200**
Exterminator	252
Landscape Maintenance	3,300*
Insurance (see pages 47-49 and Exhibit F)	10,153
Management-Sponsor (see pages 45 and 46 and Exhibit P-1)	1,848
Legal	500
Manville Lane Homeowners Association, Inc. (see pages 9-16 and Exhibit E-2)	24,915
	<u>\$87,064</u>

* Based upon the estimate of an engineer employed by the Sponsor.

** Based upon the estimate of an independent engineer.

No representation can be made as to the availability of an independent manager after the Management Agreement with the Sponsor expires or as to the terms under which such manager may serve.

Owner in accordance with his proportionate interest in the Common Elements and shall be based upon budgets prepared by the Board of Managers pursuant to the By-Laws. Each Unit Owner shall be advised promptly after the adoption of each budget of the amount of the Common Charges payable by him for the period covered by such budget. The Common Charges may include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Common Elements, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements and to make up any deficit in the Common Charges for any prior year. Notwithstanding the foregoing, for so long as the Sponsor shall own 20 or more Unsold Units, the Board of Managers shall not, without the written consent of the Sponsor, make any capital expenditure or increase the contingency fund in any fiscal year to an amount which exceeds 5% of the estimated operating expenses for such year.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a permissible conveyance by him of such Unit, or subsequent to a conveyance of such Unit by him without consideration to the Board of Managers on behalf of all the Unit Owners in accordance with the provisions of the Declaration and By-Laws, provided his Unit is free and clear of liens and encumbrances other than a mortgage permissible under the terms hereof and a statutory lien for Common Charges.

The Board of Managers shall from time to time and in any event as at the end of each budget period determine the amount, if any, by which the Common Charges attributable to such budget period shall exceed the actual costs and expenses attributable to such budget period paid or incurred by the Condominium on account of the operation and maintenance thereof.

The amount of such excess, if any, shall thereupon be distributed to each Unit Owner, including the Sponsor, who shall have paid Common Charges during the applicable budget period in accordance with their respective interests in and to the Common Elements. In the event that any Unit Owner shall have paid Common Charges for less than the full budget period for which such computation shall have been made the portion of such excess amount to be distributed to such Unit Owner shall be apportioned on the basis of the number of days within such budget period for which such Unit Owner shall have paid Common Charges. The right to receive a distribution on account of such excess shall survive the sale and conveyance of title to a Unit.

Liens for Nonpayment of Common Charges

Under the provisions of Section 339-z of the New York Condominium Act, the Board of Managers, on behalf of the Unit Owners, shall have a lien on each Unit for unpaid Common Charges assessed against such Unit by the Board of Managers. Such lien, however, shall be subordinate to liens for taxes on the Unit and any sums unpaid on a first mortgage of record on such Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after filing of a verified notice thereof in the Office of the County Clerk of Westchester County and until all sums secured thereby with the interest accrued thereon shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall be sooner. Such lien may be foreclosed by a suit brought in the name of the Board of Managers (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property. Since the assessments of the Association are levied and collected by the Board of Managers as a portion of the Common Charges, the lien of the Board of Managers shall also secure the payment by the Unit Owners of that portion of the Common Charges allocable to the Association.

No Unit Owner may exempt himself from liability for his Common Charges by waiving use of any of the Common Elements or the Community Facilities or by abandonment of his Unit. Subject to the provisions of Article VI, Section 4 of the By-Laws, a Unit Owner may, by conveying his Unit and his interest in the Common Elements to the Board of Managers on behalf of all Unit Owners, exempt himself from Common Charges thereafter accruing.

Sale or Lease of Units

Each Unit Owner is free to sell or lease his Unit; except, however, with the exception of the sale or lease of Units by the Sponsor or a mortgagee acquiring title in foreclosure, he must first give to the Board of Managers, on behalf of all other Unit Owners, an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered by the proposed purchaser or lessee, as more specifically provided for in Article VIII, Section 1 of the By-Laws. Any such lease shall be in the form then recommended by the Real Estate Board of New York, Inc. for apartments except as otherwise provided in the By-Laws. A Unit Owner may convey his Unit by gift or may devise his

Unit by will or have it pass by intestacy without the foregoing restrictions; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit shall be subject to, the foregoing restrictions.

Mortgage of Units by Unit Owners

Subsequent to the conveyance of title to each Unit and to the closing of the initial purchase money mortgage covering such Unit, if any, each Unit Owner is free to mortgage his Unit provided that such Unit Owner is not in arrears for Common Charges at the time such mortgage is made and provided that any such mortgage shall be a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender; provided, however, that each such mortgage shall be substantially in the same form and substance as Exhibit L except for such variations as may be required in order to permit the particular institution to make the loan to be secured thereby or as may be permitted in writing by the Board of Managers. Notwithstanding the foregoing, upon the sale of a Unit the selling Unit Owner may take back a purchase money mortgage from the purchaser thereof.

Repairs, Alterations and Improvements to Units

All painting, decorating, maintenance, repairs and replacements to any Unit, whether structural or non-structural, ordinary or extraordinary, other than to the Common Elements contained therein, and to the doors and windows, including, without limitation, the painting and decorating of the exterior doors and exterior window sashes and the electrical, plumbing, heating and air-conditioning fixtures, if any, within the Unit or belonging to the Unit Owner shall be at the Unit Owner's expense, except as otherwise provided herein. No Unit Owner shall make any structural alteration, addition or improvement in his Unit without the prior written approval of the Board of Managers, but this provision shall not apply to Units owned by the Sponsor until such Units have been sold and conveyed by the Sponsor.

Real Estate Taxes

A separate tax lot number will be established by the appropriate local tax authorities for each Unit. The **AMENDED**
SEE INSIDE
COVER

AMENDED
SEE INSIDE
COVER

estimated monthly payments for real estate taxes with respect to each type of Unit for the first full year of the Condominium's operations are set forth in Exhibit C. The estimated taxes to be collected by the Town of Mt. Pleasant are based upon an aggregate tax rate of \$223.98 per one thousand dollars of assessed valuation, computed as follows: Town \$6.04; County and Court - \$42.39; School - \$162.74; Sewer -\$5.52; and Fire - \$7.29. The tentative assessed valuations for the respective Unit types established by the Assessor of the Town of Mt. Pleasant are as follows: Pembroke - \$4,600; Warwick - \$5,350; Caxton - \$5,550; Linacre - \$5,500; Lancashire - \$5,650; Stuart - \$6,300; Somerset - \$6,450; Clarendon - \$6,900; York - \$7,800; Westminster - \$8,250. In addition, the tax rate for the Village of Pleasantville is \$15.08 per one thousand dollars of assessed valuation. Although the Sponsor has not received tentative assessed valuations from the assessor for the Village of Pleasantville, the Sponsor estimates that, based on the current assessment for the Property, the assessed valuations for purposes of computing Village taxes are likely to be approximately 3 1/2 times the tentative assessed valuations for Town taxes. The projected real estate tax liabilities set forth on Exhibit C are based on such estimates.

The estimated monthly real estate taxes for the first year of condominium operation set forth on Exhibit C are based on a letter which the Sponsor has obtained from the Assessor of the Town of Mt. Pleasant. The Sponsor can make no representation that the real estate taxes will be as estimated nor that the Assessor will not change his estimates. In addition, prospective purchasers should carefully note the prospective effect of a recent case of first impression in New York, In Re Rothman (Pelcher) 177 N.Y.L.J. 13 (February 23, 1977) (Sup. Ct., Nassau Co. 1977), which upheld a local tax authority which had assessed condominium units at their individual full market value rather than as a proportion of the value of the condominium property as a single parcel. The decision is being appealed and legislation has been introduced in the State Legislature to negate its application. However, if it is upheld and legislation is not enacted negating its application, and if the same or a similar method of taxation is applied to the Condominium, each Unit may be taxed by a formula which multiplies the tax rate by the purchase price of the Unit. This may result in real estate taxes higher than what is projected in Exhibit C.

The Sponsor has been advised and believes that some Unit Owners who are veterans of the United States Armed Forces may be entitled to Veteran's Exemptions covering part of the real estate taxes otherwise assessed to their respective Units.

It is anticipated that no real estate tax will be assessed against the Condominium or the Association, but, in the event of any such assessment, each Unit Owner will be responsible for paying his proportionate share of such assessment.

Income Tax Opinion

The Sponsor has been advised by its counsel, Debevoise, Plimpton, Lyons & Gates, that each Unit Owner will be entitled under present law to deduct, for Federal and New York State income tax purposes, the real estate taxes assessed against his Unit and paid by him, and the amount paid by him on account of interest on any mortgage indebtedness covering such Unit. See Exhibit Q.

An estimate by the Sponsor (not passed upon by counsel) with respect to the maximum amount of real estate taxes and interest on mortgages which any Unit Owner will be entitled to deduct for Federal and New York State income tax purposes is set forth in Exhibit C.

No warranties or representations are made that either the United States Treasury Department or the New York State Department of Taxation and Finance will allow the aforementioned deductions for real estate taxes and/or mortgage interest to Unit Owners. The Sponsor and its counsel shall in no event be liable if, for any reason, it shall be held that the Unit Owners are not entitled to such income tax deductions for real estate taxes and/or mortgage interest.

Any taxable income for Federal or New York State tax purposes received by the Board of Managers or by the Association, including such income, if any, received from the sale or leasing of Units owned by the Board of Managers on behalf of all Unit Owners or by the Association or derived by the Association from the owners of the Commercial Adjoining Property in exchange for use of the property of the Association, will be taxable for Federal and New York State tax purposes to the Condominium, to the Unit Owners (in accordance with their proportionate shares), or to the Association, as the case may be. Each Unit Owner will be responsible for paying his proportionate share of any tax liability of the Condominium or the Association.

Both the Condominium and the Association may qualify to elect to be treated as homeowners' associations under the newly adopted Section 528 of the Internal Revenue Code. An electing organization is not required to pay Federal income tax on any "exempt function income." With respect to the Condominium or the Association, exempt function income includes membership dues, fees, and assessments received from Unit Owners or members of the Association, as the case may be. However, the Condominium and the Association will be subject to tax on any of their net income which is not exempt function income, such as any net income realized by the Condominium or the Association from the sale or leasing of Units or any net income that may be derived by the Association from the owners of the Commercial Adjoining Property for use of property of the Association. If the Condominium or the Association is not treated as a homeowners' association under such Section 528, then such organization may realize taxable income to the extent that its "exempt function income" as well as its non-"exempt function income" exceed allowable deductions in any taxable year.

Other Liens

No lien of any kind may be created against the Common Elements after the Declaration is recorded unless all Unit Owners consent thereto. During such period liens may arise only against the Units and their respective interests in the Common Elements.

A lien for labor performed on or materials furnished to a Unit may not be filed against the Unit of any Unit Owner not expressly consenting to or requesting such labor or materials, except in the case of emergency repairs.

Compliance with Terms of Declaration, By-Laws and Rules and Regulations

Pursuant to Section 339-j of the New York Condominium Act, each Unit Owner must strictly comply with the provisions of the By-Laws and the Rules and Regulations adopted by the Board of Managers pursuant thereto. Failure to comply is grounds for an action for damages or injunctive relief, or both. The By-Laws together with said Rules and Regulations will be recorded with the Declaration

in the Westchester County Clerk's Office. See Exhibits N and O for copies of the Declaration and By-Laws and said Rules and Regulations, respectively.

VIII. MANAGEMENT AND OPERATION OF THE CONDOMINIUM

Board of Managers

There shall be a Board of Managers which shall consist of three (3) members, unless such number shall be altered by an amendment to the By-Laws. The Sponsor will have voting control of the Board of Managers until title to 80% of the Units comprising the Condominium has been conveyed, or 24 months following the date of the filing of the Declaration, or 12 months following the date of the filing of the Declaration if title to 51% of the Units comprising the Condominium shall have then been conveyed, whichever shall first occur; provided, however, that the Sponsor may transfer voting control of the Board of Managers to the Unit Owners prior thereto but not prior to the closing of title to 50% or more of the Units comprising the Condominium. Therefore, during this indeterminate period the Sponsor will have control of the maintenance, facilities and services to be provided and will determine the Common Charges to be paid by all Unit Owners, including the Sponsor to the extent that the Sponsor is liable therefor.

The first Board of Managers shall consist of persons designated by the Sponsor and they shall hold office and exercise all powers of the Board of Managers. Within thirty days after the conveyance of title to the forty-fifth Unit, one (1) member of the first Board shall resign from the Board and shall request the President of the Condominium to call for a special meeting of the Unit Owners (except the Sponsor) to elect one (1) Replacement Member. Anytime thereafter that the Sponsor may request in writing or within thirty days after the earlier of conveyance of title to 80% of the Units or twenty-four months following the date of the filing of the Declaration or twelve months following the date of the filing of the Declaration if title to 51% of the Units comprising the Condominium shall have then been conveyed, all members of the Board (including the Replacement Member) shall resign as Board members and shall cause the President of the Condominium to call for a special meeting

of the Unit Owners to elect a new Board of Managers. So long as the Sponsor owns one or more Unsold Units, and to the extent permitted by law, the Sponsor will be entitled to designate at least one member of the Board of Managers and can vote his interest for other Managers; provided that the Sponsor will not exercise his voting power in a manner to elect a majority of Board members. The term of office of members of the Board of Managers shall be three years, except that at such first meeting called to elect a new Board, one Manager shall be elected to serve for a term of three years, one for a term of two years and the remaining Manager for a term of one year. At the expiration of the initial term of office for each Manager, his successor shall be elected to serve a term of three years.

The officers of the Condominium shall consist of the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers at its annual meeting. All officers shall serve without compensation from the Condominium. None of the officers need be Unit Owners until the Board of Managers is elected by the Unit Owners as hereinabove provided. Thereafter, only the President and Vice-President must be Unit Owners.

Regular meetings will be held from time to time as prescribed by the Board of Managers to transact necessary Condominium business. Each Unit Owner (including the Sponsor, if the Sponsor shall then own one or more Units) shall be entitled to cast one vote at all meetings of the Unit Owners for each Unit owned by such Unit Owners. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Any Unit(s) owned by the Board of Managers or its designee on behalf of all Unit Owners shall not be entitled to a vote and shall be excluded from the total of common interests when computing the interest of all other Unit Owners for voting purposes. The presence in person or by proxy of Unit Owners having a majority of the votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners, and unless otherwise provided a majority of the votes of the Unit Owners at a meeting at which a quorum shall be present shall be binding upon all the Unit Owners. To amend or modify the By-Laws, a vote of 66-2/3% in number and in common interest of all the Unit Owners entitled to vote, cast at a meeting duly held for such purpose, shall be necessary together with written approval of any and all mortgagees

holding mortgages constituting first liens upon forty or more Units. Special meetings of the Unit Owners may be held from time to time when called by the President or upon a petition signed by not less than one-third of the Unit Owners. All members of the Board of Managers shall serve without compensation. The Sponsor has agreed that the By-laws will not be amended while the Sponsor is in control of the Board of Managers unless there is prior approval of any amendment by the vote of 66-2/3% in number and in common interest of the Unit Owners at a meeting of the Unit Owners held for such purpose. At such time as the Sponsor owns one or more Units the By-Laws shall not be amended without its written consent.

Management and Other Contracts

Promptly following the filing of the Declaration, the Board of Managers and the Association, will enter into management agreements (the "Agreements"), substantially in the form of Exhibits P-1 and P-2, respectively, each engaging the Sponsor as managing agent. The Agreements will each be for a term commencing upon the date of the closing of title to the first Unit and expiring 30 days after the date that the Sponsor shall relinquish control of the Board of Managers (see pages 43 to 45) and the Association, respectively (see pages 12 to 13). The Agreement relating to the Condominium will provide for the payment to the managing agent of a fee of \$21 per year for each Unit owned by other than the Sponsor and the Agreement relating to the Association will provide for a fee of \$24 per year per Unit or Adjoining Property Dwelling Unit so owned. Therefore upon full occupancy of 88 Units the aggregate, annual fee payable to the Managing Agent will be \$3,960. The services of the managing agent under the Agreements, taken together, shall include, without limitation: (a) supervision of the operation, care, upkeep and maintenance of the Common Elements, the Community Facilities, the parking lots and the streets and roads conveyed to the Association; (b) collection of the Common Charges from the Unit Owners and/or the Bank, as the case may be; (c) employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements, the Community Facilities, the parking lots and the streets and roads conveyed to the Association; (d) assistance to the Board of Managers and the Board of Directors in the preparation of the Condominium's annual budget and the Association's annual budget; (e) rendition of monthly statements showing the Condominium's receipts and disburse-

ments and the Association's receipts and disbursements; and (f) rendition of all other services generally provided by a managing agent of condominium property similar to the Property and the property conveyed to the Association. In performing such services, the managing agent may enter into contracts on behalf of the Board of Managers or the Board of Directors for the purpose of carrying out its functions under the Agreements. However, at the present time there are no such contracts. The Sponsor agrees that while it is in control of the Board of Managers or the Board of Directors, as the case may be, the Sponsor shall not enter into any such contract which shall be binding upon the Condominium or the Association, as the case may be, for a period in excess of 12 months. The foregoing restrictions, however, shall not apply to so-called "collective bargaining agreements", to the policies of insurance required to be maintained by the Board of Managers on behalf of the Condominium or to the Agreements.

In addition, it is anticipated that the Board of Managers or the Board of Directors will enter into contracts, for rubbish removal, snow removal, extermination and similar matters. Additionally, the Association shall employ a resident superintendent to service the Condominium and any condominiums constructed on the Adjoining Property (see pages 15 and 16). His salary and other benefits will be controlled by a collective bargaining agreement to be entered into between the Condominium and the Building Service Employees International Union, Local 32-E and subsequently between the Association and such Union. A collective bargaining agreement between such Local and another condominium developed by the Sponsor, which agreement may, although the Sponsor can give no representation that it in fact will, be similar to the agreement relating to the Condominium provides for a basic work-week of 40 hours, paid vacation ranging from three days after six months to four weeks after ten years, thirteen paid holidays, ten paid sick days and a superintendent's salary, without fringe benefits, of \$165 per week.

Repairs, Alterations and Improvements to Common Elements

All painting, decorating, maintenance, repairs and replacements to the Common Elements shall be made by the Board of Managers. The approval of the Unit Owners

shall not be required, regardless of the cost of such painting, decorating, maintenance, repairs and replacements to the Common Elements, and such costs shall be charged to all the Unit Owners as a Common Charge except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such costs shall be charged to such Unit Owner.

Whenever in the judgment of the Board of Managers the Common Elements shall require alterations or improvements costing more than \$5,000 and the making of such alterations or improvements shall have been approved by a majority of the Unit Owners entitled to vote (including the Sponsor, if then a Unit Owner) at a duly constituted meeting and by the holders of mortgages constituting first liens upon twenty-five or more Units, the Board of Managers shall assess each Unit Owner with his proportionate share of the cost of such alterations or improvements as part of the Common Charges. Any alterations costing less than \$5,000 may be made by the Board of Managers without the approval of the Unit Owners or their mortgagees and the cost thereof shall constitute part of the Common Charges. Terraces and balconies, if any, shall be maintained and repaired and shall be kept free and clear of snow, ice and any other undue accumulation by each Unit Owner having exclusive use of such terraces and balconies at his expense.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage insuring the Buildings containing the Units (including all Units and the bathroom and kitchen fixtures initially installed therein by the Sponsor, but not including carpeting and/or drapes furnished by the Sponsor, or furniture, furnishings or other personal property supplied or installed by the Unit Owners), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their respective interests may appear. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss proceeds if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee (as hereinafter defined) as hereinafter set forth. The cost of all

such insurance shall be paid by the Board of Managers and shall be borne by the Unit Owners as part of the Common Charges. See Exhibit F.

The proceeds of all such fire insurance policies shall be payable to the Board of Managers in the event of a loss amounting to \$50,000 or less, and to the Insurance Trustee if the loss shall amount to more than \$50,000, to be applied for the purpose of repairing, restoring or rebuilding the Buildings unless otherwise determined by the Unit Owners. In no event shall such proceeds be paid to the holder of any mortgage placed by a Unit Owner on his Unit unless, in accordance with the provisions of Article VI, Section 2 of the By-Laws, there shall be a resolution not to rebuild the Buildings. The Bank of New York will be the Insurance Trustee. A copy of the Insurance Trust Agreement is on file in the Sponsor's sales office at the Condominium.

All such fire insurance policies shall contain waivers of subrogation, waivers of any reduction or pro rata liability of the insurer as a result of any insurance carried by the Unit Owners and waivers of the right, if any, to disclaim liability arising from any acts of the insured or any Unit Owner and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including mortgagees of Units.

The amount of fire insurance to be maintained on the Buildings until the Sponsor transfers voting control of the Board of Managers to the Unit Owners will be in the amount of \$2,200,000, which sum represents the full replacement cost of the Buildings without deduction for depreciation.

The public liability insurance policy to be maintained until the Sponsor transfers voting control of the Board of Managers to the Unit Owners will be in limits of \$500,000 for bodily injury to any one person, \$1,000,000 for bodily injury arising out of any one occurrence and \$50,000 for property damage arising out of any one occurrence in the Common Elements, including cross-liability claims of one insured against another, and the cost of such insurance shall be paid by the Board of Managers and shall be borne by the Unit Owners as part of the Common Charges. Similar liability policies will be in effect for the Association. However, said policies will not cover the individual liability of a Unit Owner arising from any occurrence within his own

Unit. A Unit Owner may insure himself against such liability by purchasing insurance for this purpose at his own expense.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance.

The Board of Managers will arrange for repair of the Units and/or Common Elements in the event of a casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs will be assessed against all Unit Owners as a Common Charge.

Units Acquired by Board of Managers or the Association

All Units acquired or leased by the Board of Managers, or their designee, shall be held by them, or their designee, on behalf of all Unit Owners. The Association will acquire a one-bedroom Unit for use by a resident superintendent. See pages 15 and 16. No Units held by the Board of Managers or the Association shall carry voting rights.

Each Unit Owner, on the closing of title to his Unit, shall be required to execute an instrument in the form annexed hereto as Exhibit K constituting the Board of Managers and their successors, his attorneys-in-fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee on behalf of all Unit Owners.

Each conveyance of a Unit by a Unit Owner shall include as part of the property to be conveyed such Unit Owner's (i) undivided interest in the Common Elements; (ii) interest in any Unit or Units acquired by the Board of Managers from Unit Owners electing to sell or lease such Units, or at a foreclosure or other judicial sale involving such Unit or Units; and (iii) membership in the Association.

Liability of Board of
Managers and Unit Owners

Any contract or other commitment made by the Board of Managers, the managing agent or the manager is made only as agent for the Unit Owners, and the members of the Board of Managers, the managing agent or the manager, as the case may be, shall have no personal liability on any such contract or commitment (except as Unit Owners). The liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereunder as the common interest of such Unit Owner bears to the aggregate common interests of all Unit Owners. The Board of Managers shall have no liability to the Unit Owners for errors of judgment, negligence or otherwise, except for bad faith or willful misconduct. The Unit Owners shall severally indemnify the members of the Board of Managers against any liability or claim except those arising out of the bad faith or willful misconduct of the members of the Board of Managers, but the liability of any Unit Owner on account of such indemnification shall be limited to such proportionate share thereof as the common interest of such Unit Owner bears to the aggregate common interests of all Unit Owners. Members of the Board of Managers shall not be required to be bonded.

Termination of Condominium

The Condominium shall continue (unless terminated by casualty loss or by condemnation as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the New York Condominium Act as a result of the vote of at least 80% in number and in common interest of the Unit Owners. At that time the Property shall be subject to an action for partition by any Unit Owner or any lienor, as if owned in common, and in the event of such partition the net proceeds of the sale resulting therefrom shall be divided among all Unit Owners in proportion to their respective common interests in the Common Elements after first applying the shares of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on his Unit, in the order of the priority of such liens.

Reports to Unit Owners

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all Unit Owners promptly after the end of each fiscal year and in any event within 120 days thereafter.

IX. GENERAL INFORMATION

The Sponsor and Selling Agent

Baker-Firestone, Inc., the Sponsor and selling agent, is a New York corporation which was organized in January, 1966 and has been engaged in the business of building and developing condominium projects for profit since that time. It has developed in the State of Connecticut five condominiums having more than 600 units and in the State of New York the following condominiums: Mountainview - 200 units; Mountainview East - 239 units; Mountainview East II - 242 units; Mountainview East III - 96 Units; Coachlight Square on the Hudson - 210 units; Granada - 154 units; Granada II - 66 units; Granada III - 76 units. The stockholders of the Sponsor are William A. Baker, Jr. and Robert K. Jones.

Mr. William A. Baker, Jr. is President and a Director of the Sponsor and was one of its founders. He is a director of the First National Bank of Fort Smith, Arkansas. He is a graduate of Georgetown University and the Harvard Business School.

Mr. Robert K. Jones is Secretary, Executive Vice President and a Director of the Sponsor and was one of its founders. He is a Registered Professional Engineer in the States of New York, Connecticut, Vermont and New Jersey. He is a graduate of Queens University, Kingston, Ontario and the Harvard Business School.

The present directors and principal officers of the Sponsor are: William A. Baker, Jr., Director and President; Robert K. Jones, Director, Secretary and Executive Vice President; Jack N. Hon, Vice President; Edwin J. Geher, Vice President; and Donald B. Keelan, Vice President.

The Attorneys for the Sponsor

The Sponsor has retained the law firm of Debevoise, Plimpton, Lyons & Gates, 299 Park Avenue, New York, New York which has drafted the Declaration, the By-Laws, this Offering Plan, the form of Purchase Agreement, the form of Deed and all other documents necessary in connection with the formation of the Condominium and which is advising the Sponsor in connection with all legal matters incidental thereto. The Condominium may retain its own counsel following the filing of the Declaration.

Architect

Walter G. Leicht, A.I.A. has been retained by the Sponsor as architect for the project. Mr. Leicht has no financial relationship, past or present, to the Property or to the Sponsor, except as architect.

Pending Litigation

There are no lawsuits or other legal proceedings pending against the Sponsor which could materially affect the Units, the Property or the Condominium or the operation thereof.

Profit

The Sponsor and all affiliated corporations are constructing, and will sell and manage, the project with the intention and expectation of making a profit. Because of many contingent factors, it is not presently possible to estimate such profit.

Non-Discrimination

The Sponsor will not discriminate in the sale or lease of Units because of race, creed, color or national origin.

Plan as Fair Summary

This Plan contains a fair summary of the perti-

nent provisions of the various documents referred to herein, and, pursuant to § 352-e(9) of the General Business Law, copies thereof, including, without limitation, the following will be kept on file at the Sponsor's principal office in Stamford, Connecticut for six years for inspection by any person who has purchased a Unit: this Offering Plan; the Declaration and By-Laws; and the public liability, fire and casualty insurance policy. Any information, data or representation not referred to in this Plan and not contained in the various documents mentioned herein must not be relied upon. This Offering Plan does not intentionally omit any material fact or contain any untrue statement of a material fact. No person has been authorized by the Sponsor to make any representation, warranty, covenant or agreement which is not expressly contained herein.

THE SPONSOR HAS MADE NO REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS EXCEPT AS EXPRESSLY SET FORTH IN THIS OFFERING PLAN AND THE EXHIBITS ANNEXED HERETO OR REFERRED TO HEREIN, AND THIS OFFERING PLAN MAY NOT BE CHANGED OR MODIFIED ORALLY.

Dated: New York, New York
1977

BAKER-FIRESTONE, INC.

By _____

AMENDED
 FIRST FLOOR
 SECOND FLOOR

EXHIBIT C
 FOXWOOD CONDOMINIUM II, PLEASANTVILLE, WESTCHESTER COUNTY, NEW YORK
 Sales Price and Estimated Monthly Charges for the First Year of Operation

	Pembroke (First Floor)	Pembroke (Second Floor)	Pembroke B (First Floor)	Pembroke B (Second Floor)	Warwick (First Floor)	Warwick (Second Floor)	Caxton	Linacre (First Floor)	Linacre (Second Floor)
*Percentage Interest in Common Elements	.8795	.8898	.9062	.9165	1.0716	1.0819	1.1025	1.0684	1.0786
Estimated Square Feet	760	760	760	760	1056	1056	1092	1035	1035
Sales Price	42,800	43,300	44,100	44,600	52,150	52,650	53,650	51,990	52,490
Minimum Cash Payments	4,280	4,330	4,410	4,460	5,215	5,265	5,365	5,200	5,250
Maximum Mortgage Loan (90%) which the Sponsor will make and the Williamsburgh Savings Bank will purchase (see pages 27 and 28)	38,520	38,970	39,690	40,140	46,935	47,385	48,285	46,790	47,240
Monthly Mortgage Payments for Principal & Interest on Maximum Mortgage Assuming an 8 1/2% Interest Rate & a 30-year term	296.22	299.68	305.22	308.68	360.93	364.39	371.31	359.82	363.28
**Estimated Monthly Payments for Common Charges (see pages 37 and 38 and Exhibits E-1 and E-2)	63.81	64.56	65.75	66.50	77.75	78.50	79.99	77.51	78.26
Estimated Monthly Payments for Real Estate Taxes (see pages 40 and 41)	107.01	107.01	107.01	107.01	124.46	124.46	129.11	127.95	127.95
Total Estimated Monthly Payments for Common Charges, Real Estate Taxes, Principal & Interest (First Full Year)	467.04	471.25	477.98	482.19	563.14	567.35	580.41	565.28	569.49
Total Estimated Monthly Amounts Deductible for Federal & N.Y. State Income Tax Purposes (see pages 42 and 43 and Ex. Q)	377.43	380.58	385.64	388.80	453.94	457.10	468.07	456.42	459.58

AMENDED
 FIRST FLOOR
 SECOND FLOOR

*Based upon a comparison of the floor space of each Unit, adjusted for additional factors of relative value, including the uniqueness of particular Units, the availability of Common Elements for exclusive or shared use and the overall dimensions of particular Units.
 **No provision has been made in these estimates for a reserve fund and if a fund is established by the Board of Managers the Commission may increase these items. Estimated for the first full year of operation.

78.26

EXHIBIT C
FOXWOOD CONDOMINIUM II, PLEASANTVILLE, WESTCHESTER COUNTY, NEW YORK
Sales Price and Estimated Monthly Charges for the First Year of Operation

**AMENDED
 SEE INSIDE
 COVER**

	<u>Lancashire</u>	<u>Stuart (First Floor)</u>	<u>Stuart (Second Floor)</u>	<u>Somerset</u>	<u>Clarendon (First Floor)</u>	<u>Clarendon (Second Floor)</u>	<u>York</u>	<u>Westminister</u>
*Percentage Interest in Common Elements	1,1383	1,2401	1,2525	1,2812	1,3295	1,3500	1,5412	1,5412
Estimated Square Feet	1117	1275	1275	1297	1360	1360	1582	1627
Sales Price	55,390	60,350	60,950	62,350	64,700	65,700	75,000	75,000
Minimum Cash Payments	5,540	6,035	6,095	6,235	6,470	6,570	7,500	7,500
Maximum Mortgage Loan (90%) which the Sponsor will make and the Williamsburgh Savings Bank will purchase (see pages 27 and 28)	49,850	54,315	54,855	56,115	58,230	59,130	67,500	67,500
Monthly Mortgage Payments for Principal & Interest on Maximum Mortgage Asssuming an 8 1/2% Interest Rate & a 30-year term	383.35	417.68	421.83	431.52	447.79	454.71	519.08	519.08
**Estimated Monthly Payments for Common Charges (see pages 37 and 38 and Exhibits E-1 and E-2)	82.59	89.97	90.87	92.95	96.46	97.95	111.82	111.82
Estimated Monthly Payments for Real Estate Taxes (see pages 40 and 41)	131.44	146.56	146.56	150.05	160.52	160.52	181.46	191.93
Total Estimated Monthly Payments for Common Charges, Real Estate Taxes, Principal & Interest (First Full Year)	597.38	654.21	659.26	674.52	704.77	713.18	812.36	822.83
Total Estimated Monthly Amounts Deductible for Federal & N.Y. State Income Tax Purposes (see pages 42 and 43 and Ex. Q)	481.39	527.85	531.64	543.97	569.30	575.62	655.31	665.79

**AMENDED
 SEE INSIDE
 COVER**

*Based upon a comparison of the floor space of each Unit, adjusted for additional factors of relative value, including the uniqueness of particular Units, the availability of Common Elements for exclusive or shared use and the over-all dimensions of particular Units.
 **No provision has been made in these estimates for a reserve fund and if such a fund is established by the Board of Managers the Common Charges may be increased. These are items estimated for the first full year of Condominium operation and may vary (see pages 37 and 38 of the Offering Plan).

EXHIBIT D

DESCRIPTION OF THE UNITS, COMMON ELEMENTS, AND RECREATION FACILITIES

OUTLINE SPECIFICATIONS (PAGES 9 to 13
HEREOF) ARE A PART OF THIS EXHIBIT

I. Description of the Units

The 88 units in Foxwood II will be located in clusters containing 8 two-story frame buildings. There will be three types of one-bedroom Units, and four types of two-bedroom Units and one type of three-bedroom Unit wholly either on the first floor or the second floor; and two types of duplex townhouses which occupy both floors. Location of all Buildings and Units are shown on the House Numbering Plan, designated as Exhibit B-2 and located following page 1 in the Offering Plan.

A Unit consists of the area enclosed horizontally by the unexposed faces of the dry walls of the exterior walls of the Buildings and the unexposed faces of the dry walls of the Unit side of the dry walls dividing the Units from corridors, stairs, or other Units. Vertically each Unit consists of the space between the upper face of the sub-floor and the upper face of the dry wall ceiling. Doors and windows which open from a Unit are parts of that Unit.

II. Description of the Common Elements

The Common Elements consist of the entire Property, including all parts of the Buildings and improvements thereon, other than the Units. They include, without limitation, the following:

(a) The Land, including, without limitation, the portions of the Land on which the Buildings are erected, all lawn, garden and sitting areas, walks, and all other improved or unimproved areas forming a part of the Land not within the Units together with a right to use all of the streets, roads and parking areas servicing the Property;

(b) All foundations, columns, girders, beams, supports, those portions of the exterior walls beyond

the outside face of the dry wall, those portions of the walls and partitions dividing the Units from corridors and stairs located beyond the unexposed face of the dry wall enclosing the Unit, those portions of the walls and partitions located between the unexposed faces of both dry walls enclosing the respective Units, the sub-floors, those portions of the ceilings of ground-floor Units from the upper face of the dry wall, roofs, corridors, halls and stairs;

(c) All installations outside the Units for service such as heat, power, light, telephone, television, and water;

(d) All sewer and drainage pipes and facilities;

(e) All terraces and balconies; provided, however, that the owner of each Unit having direct access to a terrace or balcony from the interior of such Unit shall have the exclusive use of such terrace or balcony; and

(f) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance or safety of the Buildings.

TYPES OF UNITS ARE AS FOLLOWS:

All dimensions and sizes below are nominal dimensions or sizes, and are subject to variation due to field conditions. Bay windows are not standard and are employed for architectural fenestration only.

(1) A Pembroke

One-Bedroom unit, first and second floors, 760 sq. ft., includes 6'0" x 12'0" balcony, Kitchen 8'0" x 8'6", Dining Area 8'0" x 9'9", Living Room 12'0" x 20'4", Bedroom 11'4" x 14'8" and Bath. Units K-2, K-6, Q-3, Q-7 (collectively referred to in Exhibit C as Pembroke B) Dining area is 8'0" x 11'7".

(2) B Warwick

One-Bedroom unit, first and second floors, 1056 sq. ft., includes 6'0" x 12'0" balcony, Kitchen 9'6" x 12'5", Dining Room 8'10" x 12'5", Living Room 12'0" x 20'4", Den 7'0" x 12'0", Bedroom 11'4" x 16'0" and a Powder Room containing water closet and lavatory located off entry foyer and a full Bath.

(3) B2 Caxton

One-Bedroom unit, second floor only, 1092 sq. ft., includes 6'0" x 12'0" balcony, Kitchen 9'6" x 12'5", Dining Room 8'10" x 12'5", Living Room 12'0" x 20'4", Den 10'0" x 10'4", Bedroom 11'4" x 16'0" and a Powder Room containing water closet and lavatory located off entry foyer and a full Bath. A wet bar in the den will be offered as an option at extra cost.

(4) C Linacre

Two-Bedroom unit, first and second floor, 1035 sq. ft., includes a 6'0" x 12'0" balcony, Kitchen 8'0" x 8'5", Dining Area 8'0" x 11'7", Living Room 12'0" x 20'4", Master Bedroom 11'0" x 16'8", Second Bedroom 11'1" x 13'0" and one full Bath and a Powder Room containing a water closet and lavatory located off the Master Bedroom.

(5) C2 Lancashire

Two-Bedroom unit, second floor only, 1117 sq. ft., includes 6'0" x 12'0" balcony, Kitchen 8'0" x 8'6", Dining Area 8'0" x 11'7", Living Room 12'0" x 20'4", Den 7'0" x 9'0", Master Bedroom 11'0" x 16'8", Second Bedroom 11'1" x 13'0" and a Powder Room containing water closet and lavatory located off entry foyer and a full Bath.

(6) D Stuart

Two-Bedroom unit, first and second floors, 1275 sq. ft., including 5'6" x 9'0" balcony, Kitchen 8'0" x 8'6", Dining Area 9'6" x 11'2", Living Room 12'0" x 24'4", Dining Room 9'0" x 13'4", Master Bedroom 11'0" x 16'7", Second Bedroom 11'0" x 13'0", and two full Baths, one of which is off the Master Bedroom.

(7) D2 Somerset

Two-Bedroom unit, second floor only, 1297 sq. ft., includes 5'6" x 9'0" balcony, Kitchen 8'0" x 8'6", Dining Area 9'6" x 11'2", Living Room 12'0" x 24'4", Dining Room 9'0" x 13'4", Master Bedroom 11'0" x 16'7", Second Bedroom 11'0" x 13'0", and two full Baths one of which is off the Master Bedroom.

(8) E Clarendon

Three-Bedroom unit, first and second floor, 1360 sq.

ft., includes 6'0" x 12'0" balcony, Kitchen 8'0" x 8'6" with Breakfast Area 8'0" x 7'11", Dining Room 9'0" x 13'5", Living Room 12'0" x 20'4", Master Bedroom 11'0" x 16'8", Second Bedroom 11'0" x 13'0", Third Bedroom 9'9" x 11'0" and two full Baths, one of which is off the Master Bedroom.

(9) T York

Three-Bedroom Townhouse, 1582 sq. ft., includes 6'0" x 10'0" terrace or balcony, Kitchen 11'1" x 8'8" with Breakfast Area 11'1" x 7'2", Dining Room 11'1" x 12'0", Living Room 13'0" x 20'11", Master Bedroom 11'10" x 16'0", Full bath, and a half Bath all on the first floor, plus a Second-Bedroom 11'10" x 13'0" and a Third Bedroom 11'0" x 13'0" and a full Bath contained on the second floor.

(10) S Westminster

Three-Bedroom Townhouse, 1627 sq. ft., includes 6'0" x 12'0" terrace or balcony, Kitchen 8'7" x 13'4" with Breakfast Area 8'4" x 10'0", Dining Room 13'3" x 11'0", Living Room 13'4" x 18'11", and a half Bath on the first floor, a Master Bedroom 13'4" x 13'10", with a full bath, Second-Bedroom 13'4" x 11'8", Third-Bedroom 10'0" x 11'9", and a full Bath with double lavatory on the second floor.

LIGHT FIXTURES WILL BE SUPPLIED IN THE FOLLOWING AREAS:

All kitchens, dining rooms and bathrooms. Pull chain porcelain sockets will be installed in walk-in closets only, other closets will draw light from the adjacent area.

WATER SUPPLY:

Water will be supplied by the Pleasantville Water Department.

SEWERS:

All building waste lines will be connected to sewer lines which connect to public sewers.

WARRANTIES:

The Sponsor will deliver to the purchaser upon the closing of the title to his Unit and to the Board of Managers

upon recording the Declaration, all manufacturers' and subcontractors' heating, electrical, plumbing, roofing and appliance warranties and bonds relating to the purchaser's Unit or the Common Elements, respectively, if and to the extent made by such manufacturers and subcontractors.

HEAT AND HOT WATER:

Each Unit will be supplied with hot water baseboard heat from an oil fired furnace. Each apartment will be zoned separately with one thermostat per apartment, except for the townhouses which will have one thermostat on each floor. The furnace supplying heat to the buildings containing Units designated LM, OP & JK on the House Numbering Plan has a rating of 826,100 net B.T.U's, the furnace for the buildings containing Units designated N and S on the House Numbering Plan has a rating of 539,100 net B.T.U's, the furnace for the buildings containing Units designated Q and R on the House Numbering Plan has a rating of 683,500 net B.T.U's and the furnace for the building containing Units designated T on the House Numbering Plan has a rating of 391,300 net B.T.U's Each Unit will be supplied with hot water by integral coils located within a boiler. The estimated cost of heating each Unit type is as follows:

<u>UNIT TYPE</u>	<u>ESTIMATED MONTHLY COST FOR HEAT</u>
A	\$18.78
B	\$26.09
B2	\$26.98
C	\$25.57
C2	\$27.60
D	\$31.50
D2	\$32.05
E	\$33.60
T	\$39.09
S	\$40.20

The cost of oil consumed and furnace maintenance shall be a common expense.

AIR CONDITIONING:

Air conditioning units may be installed in wall sleeves (one in each bedroom and one in each living room), which are provided complete with adequate wiring for air conditioning units. The costs of the air conditioning units are not included but will be offered as an optional extra.

All Units have their own electric meters. Power is supplied by Consolidated Edison Company of New York Inc. All circuits are provided with circuit breakers. Electricity consumed in connection with the maintenance and operation of the Common Elements will be separately metered and will be included as part of the Common Charges.

TELEPHONE AND TELEVISION:

All Units are prewired for telephone by the New York Telephone Co. There will be a minimum of two outlets per apartment. One outlet in each Kitchen-Dining area and one outlet in each Master Bedroom. The wiring will be inside the walls and terminated in junction boxes. Each Unit will contain two television antenna jacks connected to a master antenna system.

ELECTRICAL OUTLETS:

All outlets are duplex receptacles. In all rooms where there are no lighting fixtures, one duplex outlet will be wired to a switch. The following table does not include special outlets for range, dishwasher, air-conditioning, compactor, washer or dryer.

	<u>NUMBER OF ELECTRICAL OUTLETS:</u>									
	<u>UNIT TYPE</u>									
	A	B	B2	C	C2	D	D2	E	T	S
	1	2	3	4	5	6	7	8	9	10
Living Room	5	5	5	5	5	6	5	5	5	5
Dining Room	2	3	3	2	2	3	3	3	3	3
Kitchen/ Dining Area	4	5	5	4	4	6	6	6	6	6
Master Bed- room	5	5	5	5	5	5	5	5	5	5
Second Bed- room	-	-	-	4	4	-	4	4	4	4
Third Bed- room/Den	-	3	4	-	3	-	-	3	4	3

APPLIANCES:

The following appliances are included in every Unit at no extra cost:

Refrigerator-Freezer: Westinghouse 14 cubic-foot, two-door model RT 141. This model is frost-free.

Built-in Automatic Dishwasher: Westinghouse model SU 100.

Electric Range: Westinghouse model KF335 with a spacious oven. This range has an electric clock with an automatic timer and has the self-clean feature.

Range Hood: Westinghouse model HD800 (Ductless)

Compactor: IN-SINK-ERATOR 3304

The above appliances come in a choice of gold, avocado or white.

Clothes Washer: Westinghouse model LT 100- White only.

Clothes Dryer: Westinghouse model DE 100 - White only.

Premium appliances may be available at additional cost.

PLUMBING:

Interior water lines shall be copper. Interior drains, wastes and/or vents shall be A.B.S. or P.V.C. Plastic or DWV copper.

KITCHEN SINK:

A 25" x 22", self-rimming, stainless steel, 20 gauge, Single Bowl Sink with Single Lever deck faucet (no spray).

PLUMBING FIXTURES:

All fixtures will be of bone color.
Bathtubs will be enameled cast iron.
Water closet and bowl will be two-piece with closed front seat.
Lavatory Basin to be integral with vanity top.

KITCHEN CABINETS AND COUNTERTOPS:

Wood base and wall cabinets; finish lacquer for both. Counter tops with 4" high backsplashes will be of plastic laminate.

FLOOR COVERING:

In each Unit the sub-floor in all areas except kitchens and bathrooms will be covered with 22 oz. faceweight nylon shag, or 22 oz. faceweight nylon cut-velvet carpet on 3/8" rebond pad or 40 oz. waffled rubber pad. Bathroom floors with tubs will be covered with ceramic tile. Kitchen sub-floors will be covered with vinyl sheet goods or kitchen carpeting. A choice of colors will be available from which to select the one color of carpet to be used throughout the apartment.

FIREPLACES:

The Sponsor will make fireplaces available in certain Units at an additional cost. The fireplaces will be Majestic-Thulman #L36A with Metalbestos chimney ss all stainless steel.

OUTLINE SPECIFICATIONS

BAKER-FIRESTONE, INC.

FOXWOOD

BEDFORD ROAD

VILLAGE OF PLEASANTVILLE

1. Excavation: Rock and Glacial Till: 2000 PSF minimum bearing capacity.
2. Masonry Foundation: Foundation walls shall be concrete, 8" thick. All concrete shall be class 2500 PSF.
3. Veneer: Exterior walls shall be 4" frame sheathed with 3/8" plywood upon which a stucco textured exterior hard-board or waterproof paper with decorative brick or stone veneer shall be applied.
4. Damproofing and Waterproofing: Basement will be spray coated with bituminous damproofing. There shall be concrete screed coat in the crawl spaces. (Where asphalt pavement exists this will remain as a substitute.)
5. Concrete Floors and Cement Work: Basement slabs and concrete terraces shall be nominal 4" concrete 2500 PSF.
6. Rough Carpentry: Walls will be 2 x 4 stud framing 16" o.c. Floor joists will be fabricated trusses @ 2'-0" o.c. or less. Roof framing shall be wood trusses. First floor will be 3/4", tongue and groove long edges, underlayment grade plywood. Second floor will be 5/8" plywood covered with a poured gypsum and sand underlayment 3/4" thick. Roof sheathing will be 1/2" plywood. Wood exterior trim shall be Eastern Pine or Cedar.
7. Finished Flooring: 22 oz. nylon or acrylon carpet on 3/8" rebond pad, except for baths which will be ceramic tile and kitchens which will be kitchen carpet of vinyl.
8. Windows, Frames and Glazing: Aluminum sliding doors and window sash rated SGD-A2 and HS-B2 respectively as certified by AAMA.

Glazing: Sliding doors shall have 5/8" tempered insulating glass. All other windows to be single glazed with self-storing storm sash.

AMENDED
SEE INSIDE
COVER

9. Doors and Frames: Entrance doors shall be 1-3/4" solid core wood or insulated CORE metal. Interior doors shall be 1-3/8" hollow core doors.
10. Stairs: Stairs will be wood stairs (with carpet finish in the townhouses).
11. Miscellaneous Iron: Miscellaneous Iron - Area Grating, Subway Gratings, Lintels, Foundation Vents, Wrought Iron Railings, Site Railings and Handrails.
12. Structural Steel: Lally columns as required for first floor girder.
13. Walls and Ceilings: 1/2" gypsum wall board with taped and spackled joints.
14. Insulation: Exterior walls - full thick fiberglass (R-13) blanket. Ceiling below roof 6" (R-22) thick fiberglass batts. Sound insulation 3" (R-11) batts or 1/4" soundboard with studs at 16" o.c. with sheetrock on both sides of common walls. Slab ongrade insulation - 2" styrofoam. Boilerroom ceilings 6" (R-22) batts. Basement walls and first floor ceilings will be 3" (R-11) batts or equivalent.
15. Sheet Metal: Aluminum flashing with gutters and leaders as required. Gutters and leaders will be aluminum. The leaders will discharge into underground pipes.
16. Roofing: 235# asphalt shingles.
17. Painting: Exterior walls - textured siding.
Exterior wood - acrylic latex - two coats.
Interior - Latex flat - two coats.
Doors - Natural stain - one varnish or pre-finish.
18. Finish Hardware: Door knocker at entrance, mail boxes in hallways, Schlage "F" Series locks.
19. Bathroom Accessories: Toilet paper holder, metal towel bar and shower rod.
20. Weatherstripping and Caulking: Windows - hair strip; Exterior Doors - magnetic or vinyl strip; Thresholds - aluminum; caulking - gun type butyl caulking.
21. Medicine Cabinets: Metal with enamel finish boxes with picture mirrors.

22. Electric Wiring: Type of wiring - 12/140 volt single phase systems to each building. Each apartment shall have 120/140 volt 3 wire single phase paneling, 100 ampere service. Individual metering, each panel shall have 10 circuits. Two T.V. outlets per apartment with central T.V. antenna system. Wiring within the Units will be copper. Feeder and trunkline wiring will be either copper or aluminum.
23. Electric Fixtures: Lighting - common corridors and stairs - flourescent, other public spaces - incandescent. Bathroom - incandescent over mirror. Kitchen - flourescent. Other rooms - convenient outlets for lamps. Site lighting shall be mercury vapor and incandescent.
24. Screens: Fiberglass mesh with aluminum frames.
25. Utilities on Site: Sanitary-asbestos cement, Water - copper or ductile iron.
26. Storm Water: Reinforced concrete pipe or corrugated steel.
27. Electric: Underground primary and secondary service.
28. Curbs and Gutters: Asphalt curbs.
29. Pavement: New main roadways will be constructed with 4" of item 45 SX hot plant mix bituminous concrete covered with 1 1/2" asphaltic concrete binder topped with 1" asphaltic concrete traffic course. Existing roadways will be covered with 1 1/2" asphaltic concrete binder topped with 1" asphaltic concrete traffic course. Parking Lots and driveways will be constructed with 3" of item 45 SX hot plant mix bituminous concrete topped with 1 1/2" asphaltic concrete traffic course. Curbs will be 6" extruded asphaltic concrete. Parking spaces will be 9' wide.
30. Landscaping and Planning on Site. In conformity with the requirements of and the plan approved by the Village of Pleasantville Planning Board. Except to the extent that field conditions, grading and availability of shrubs may require substitutions of substantially equal value, the following types, number and approximate sizes of shrubs will be located on the Property:

<u>Quantity</u>	<u>Common Botanical Name</u>	<u>Size</u>
15	Acer Saccharum (Sugar Maple)	3-3-1/2" caliper
25	Betula Papyrifera (Paper White Birch)	10-12' height
60	Tsuga Canadensis (Canadian Hemlock)	6' high
180	Azalea 'Hino crimson' (Kurume Hybrid)	2-2-1/2" high
60	Pyracantha Coccinea Lalandi (Firethorn)	4-5' height Espaliered 5 gal.
245	Rhododendron 'Cunninghams' (Cunningham's Rhododendron)	2-1/2-3' height

31. Street Lighting: Outdoor lighting shall consist of 100 watt mercury vapor General Electric Town and Country Lamps (or equal). Street lights will be spaced approximately 110 feet apart. Each building front entrance will have a light fixture on each side of the entry. Basement entrys shall be illuminated with a wall mounted fixture.

32. Ventilation: Windowless bathrooms will be mechanically ventilated to the exterior. Kitchens will be ventilated by either windows located within the kitchen or by windows located within the dining area adjoining the kitchen.

33. Refuse Collection: Unit owners will deposit their refuse in the dumpsters located in the refuse locations (see Exhibit B). The Sponsor has entered into an agreement with the Village of Pleasantville which provides that the Village will not provide refuse collection. The refuse will be collected once a week by a private contractor. The cost of collection is a common expense.

III. Description of the Recreation Facilities

SWIMMING POOL:

The swimming complex consists of a swimming pool of approximately 1500 square feet, a diving pool of approxi-

mately 800 square feet, a fountain of approximately 300 square feet, and a sitting area surrounding the Swimming Pool of approximately 10,500 square feet. The Swimming Pool is surrounded by a walk and lawn area. The water will be filtered and the pools will comply with local Board of Health requirements.

TENNIS COURTS:

The Sponsor will convey to the Village of Pleasantville Parcel 4 for recreation. The Sponsor will construct three asphalt tennis courts, a practice wall and a parking area. The use of this recreation will be restricted to the residents of the Village of Pleasantville, which includes the Unit Owners in Foxwood Condominium. The maintenance of this complex will be the responsibility of the Village of Pleasantville. The Sponsor has entered into an agreement with the Village of Pleasantville requiring the Sponsor to complete this tennis complex simultaneously with the completion of Foxwood I.

EXHIBIT F

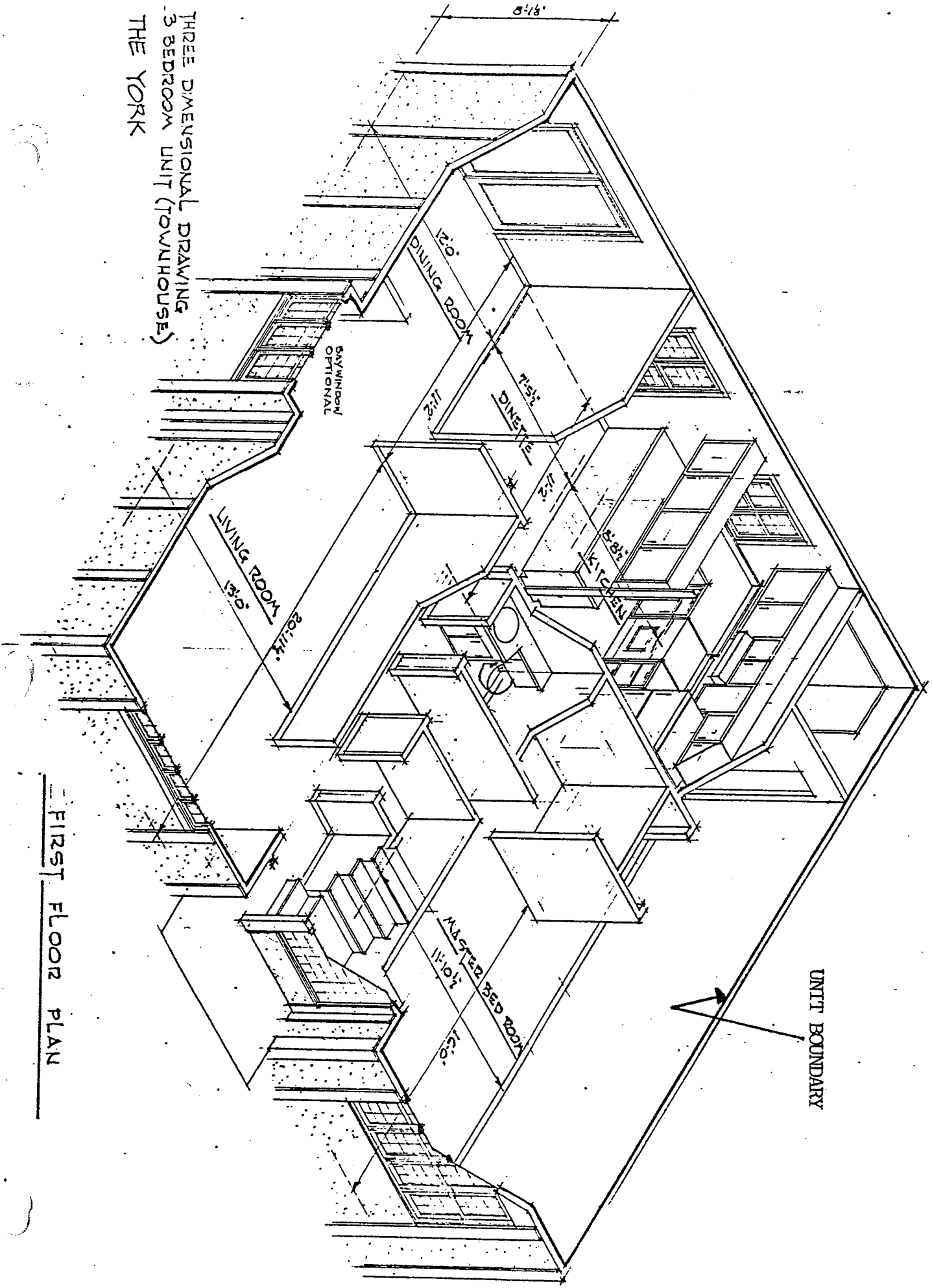
INSURANCE COVERAGE AND EXPENSES

Condominium Package Policy

Blanket Buildings	\$2,200,000
(All risk basis)	
Comprehensive General Liability	\$1,000,000
(Bodily injury and property damage)	

Colonial Insurance Agency, Inc., 43 Hoyt Street, Stamford, Connecticut can obtain a proposal to provide the Condominium with the above policies of insurance for a three-year term at an annual installment premium of \$10,153.

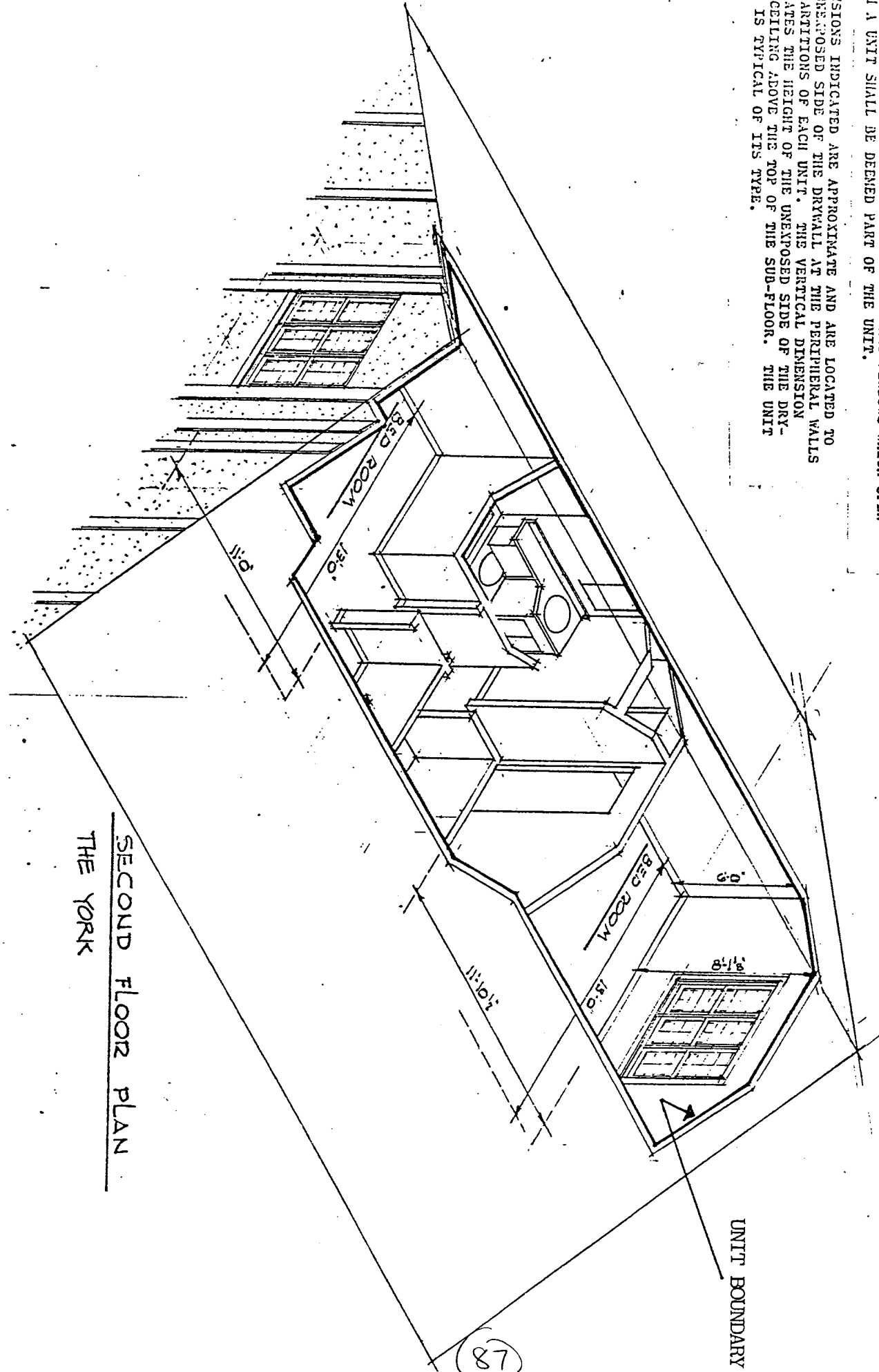
THREE DIMENSIONAL DRAWING
- 3 BEDROOM UNIT (TOWNHOUSE)
THE YORK



FIRST FLOOR PLAN

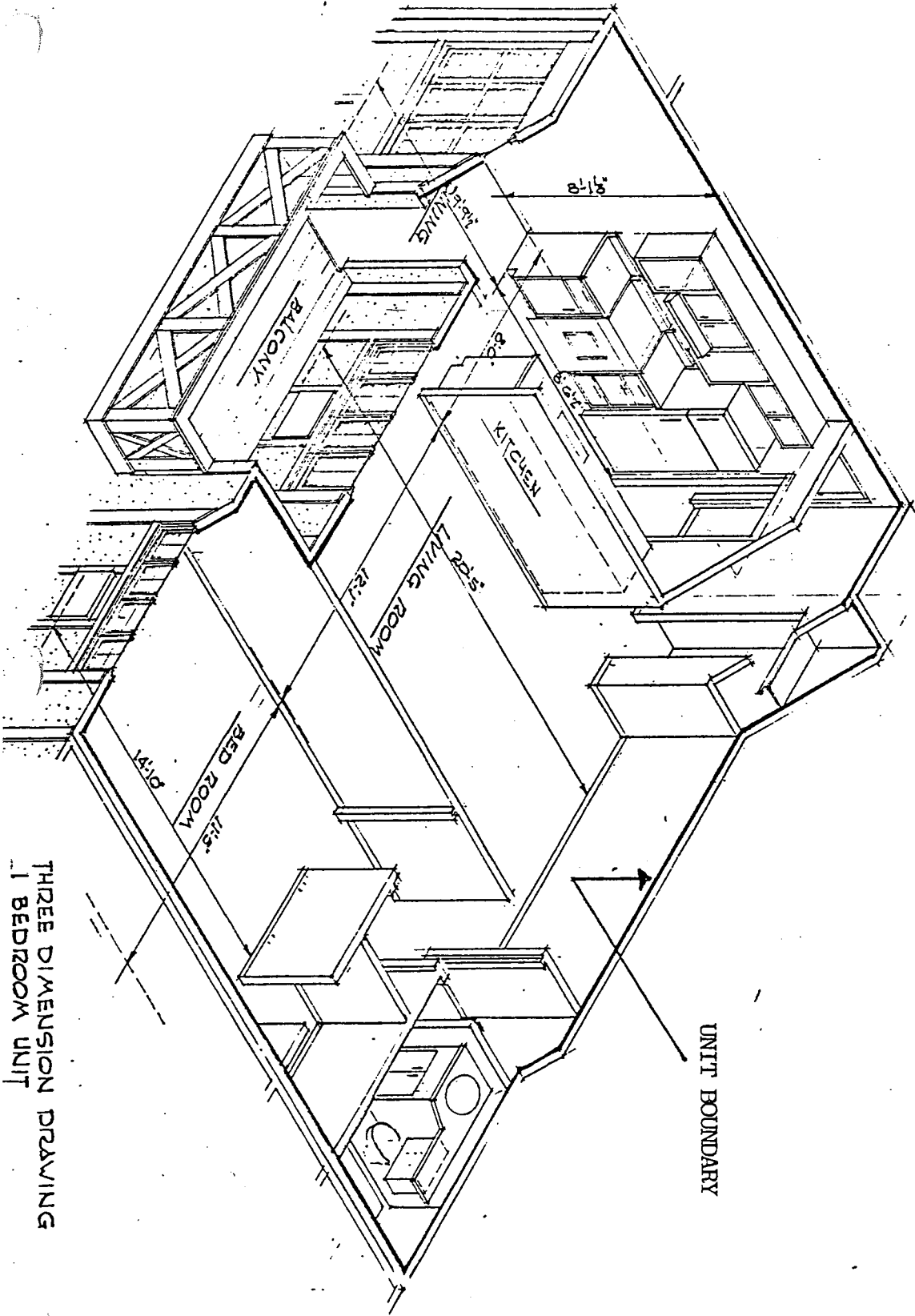
THE PHYSICAL DIMENSIONS OF EACH UNIT CONSIST OF THE AREA ENCLOSED HORIZONTALLY BY THE UNEXPOSED FACES OF THE DRY WALLS AT THE EXTERIOR WALLS OF THE BUILDINGS AND THE UNEXPOSED FACES OF THE DRY WALLS OF THE UNIT SIDE OF THE DRY WALLS DIVIDING THE UNITS FROM CORRIDORS, STAIRS OR OTHER UNITS. VERTICALLY EACH UNIT CONSISTS OF THE SPACE BETWEEN THE UPPER FACE OF THE SUB-FLOOR AND THE UPPER FACE OF THE DRY WALL CEILING. DOORS AND WINDOWS WHICH OPEN FROM A UNIT SHALL BE DEEMED PART OF THE UNIT.

DIMENSIONS INDICATED ARE APPROXIMATE AND ARE LOCATED TO THE UNEXPOSED SIDE OF THE DRYWALL AT THE PERIPHERAL WALLS AND PARTITIONS OF EACH UNIT. THE VERTICAL DIMENSION INDICATES THE HEIGHT OF THE UNEXPOSED SIDE OF THE DRYWALL CEILING ABOVE THE TOP OF THE SUB-FLOOR. THE UNIT SHOWN IS TYPICAL OF ITS TYPE.



SECOND FLOOR PLAN
THE YORK

UNIT BOUNDARY



THE PHYSICAL DIMENSIONS OF EACH UNIT CONSIST OF THE AREA ENCLOSED HORIZONTALLY BY THE UNEXPOSED FACES OF THE DRY WALLS AT THE EXTERIOR WALLS OF THE BUILDINGS AND THE UNEXPOSED FACES OF THE DRY WALLS OF THE UNIT SIDE OF THE DRY WALLS DIVIDING THE UNITS FROM CORRIDORS, STAIRS OR OTHER UNITS. VERTICALLY EACH UNIT CONSISTS OF THE SPACE BETWEEN THE UPPER FACE OF THE SUB-FLOOR, AND THE UPPER FACE OF THE DRY WALL CEILING, DOORS AND WINDOWS WHICH OPEN FROM A UNIT SHALL BE DEEMED PART OF THE UNIT.

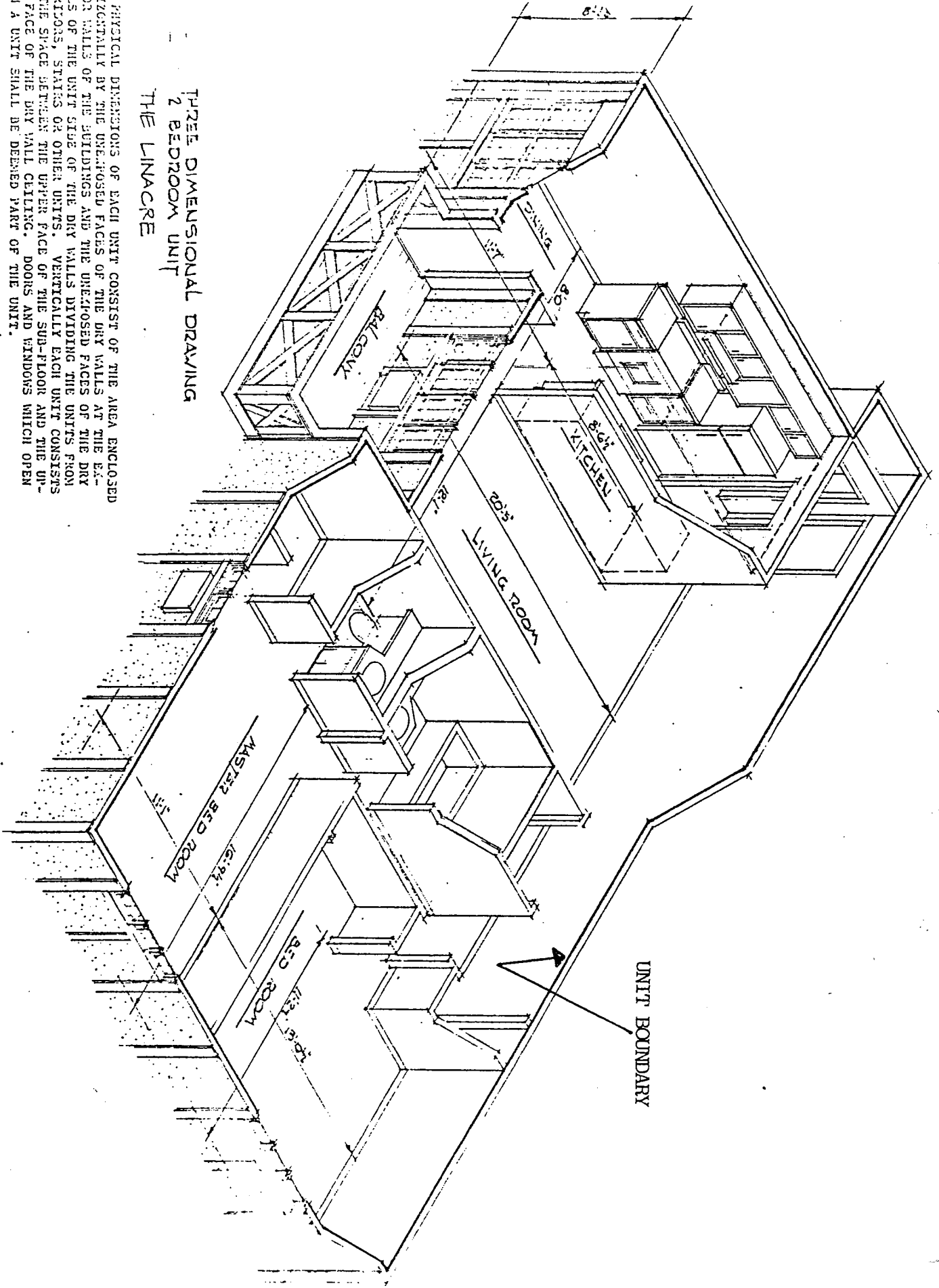
DIMENSIONS INDICATED ARE APPROXIMATE AND ARE LOCATED TO THE UNEXPOSED SIDE OF THE DRYWALL AT THE PERIPHERAL WALLS AND PARTITIONS OF EACH UNIT. THE VERTICAL DIMENSION INDICATES THE HEIGHT OF THE UNEXPOSED SIDE OF THE DRYWALL CEILING ABOVE THE TOP OF THE SUB-FLOOR. THE UNIT SHOWN IS TYPICAL OF ITS TYPE.

UNIT BOUNDARY

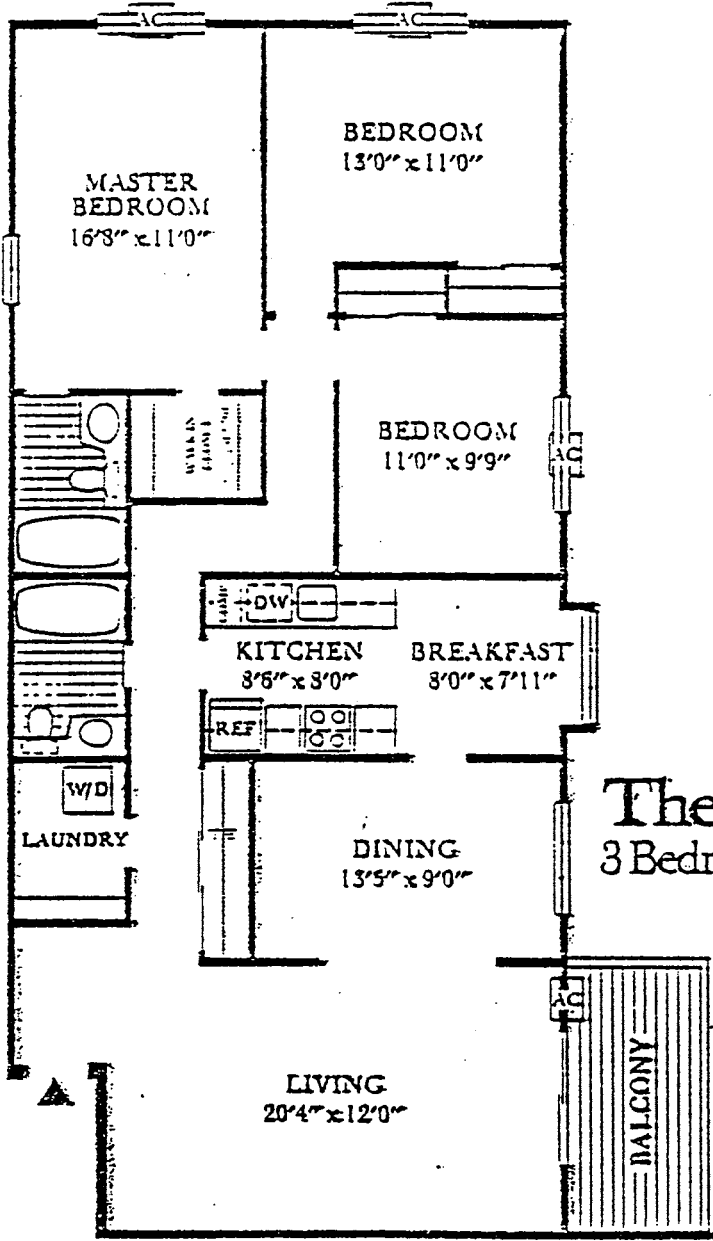
THREE DIMENSION DRAWING
1 BEDROOM UNIT

THE PHYSICAL DIMENSIONS OF EACH UNIT CONSIST OF THE AREA ENCLOSED HORIZONTALLY BY THE UNEXPOSED FACES OF THE DRY WALLS AT THE EXTERIOR WALLS OF THE BUILDINGS AND THE UNEXPOSED FACES OF THE DRY WALLS OF THE UNIT SIDE OF THE DRY WALLS DIVIDING THE UNITS FROM CORRIDORS, STAIRS OR OTHER UNITS. VERTICALLY EACH UNIT CONSISTS OF THE SPACE BETWEEN THE UPPER FACE OF THE SUB-FLOOR AND THE UPPER FACE OF THE DRY WALL CEILING. DOORS AND WINDOWS WHICH OPEN FROM A UNIT SHALL BE DEEMED PART OF THE UNIT.

THREE DIMENSIONAL DRAWING
2 BEDROOM UNIT
THE LINACRE



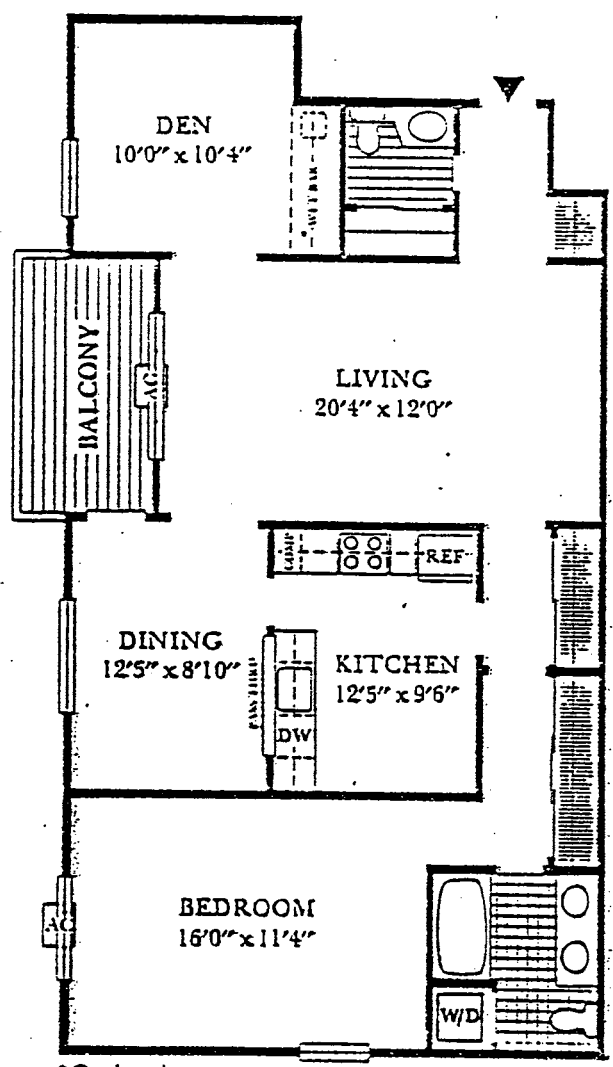
DIMENSIONS INDICATED ARE APPROXIMATE AND ARE LOCATED TO THE UNEXPOSED SIDE OF THE DRYWALL AT THE PERIPHERAL WALLS AND PARTITIONS OF EACH UNIT. THE VERTICAL DIMENSION INDICATES THE HEIGHT OF THE UNEXPOSED SIDE OF THE DRY-WALL CEILING ABOVE THE TOP OF THE SUB-FLOOR. THE UNIT SHOWN IS TYPICAL OF ITS TYPE.



The Clarendon
3 Bedrooms, 2 Baths

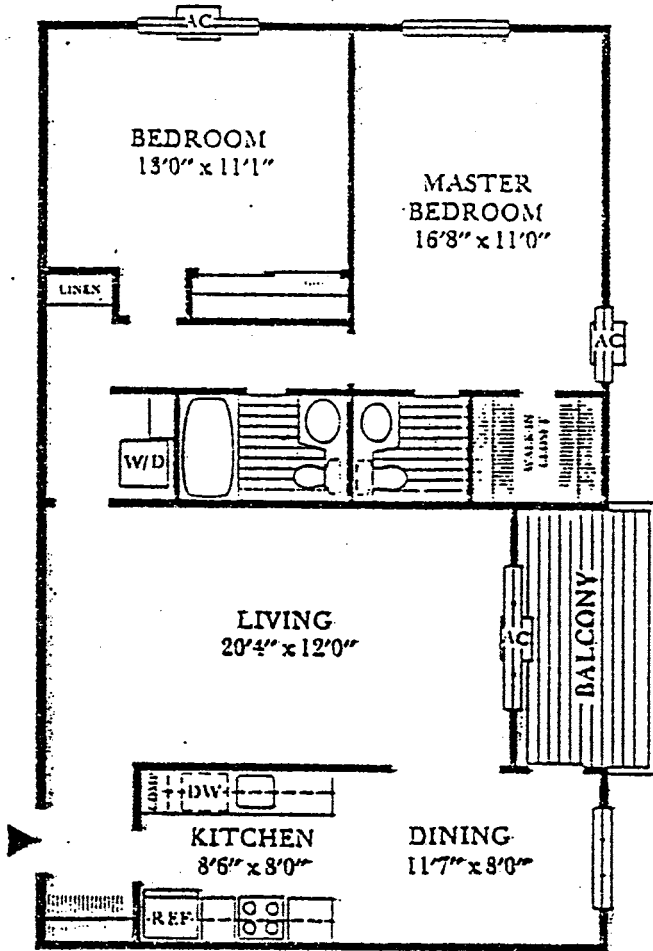
The Caxton

1 Bedroom, 1 1/2 baths with Den



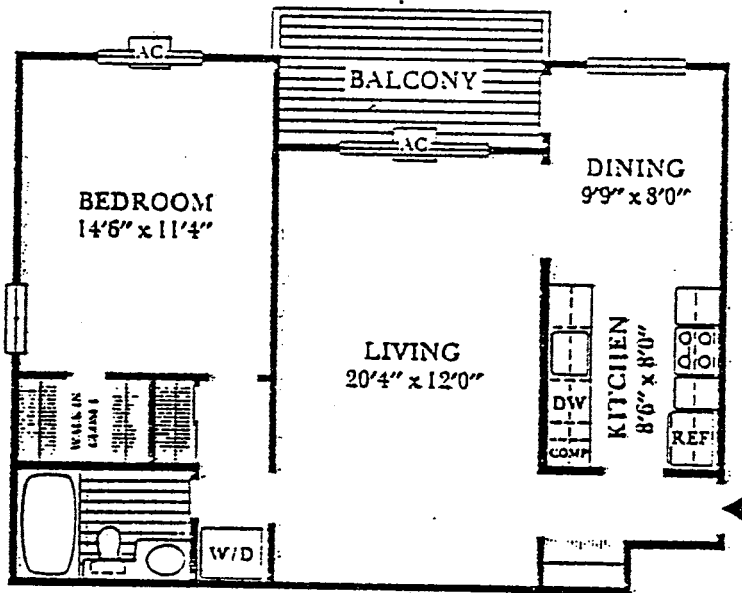
*Optional at extra cost.

The Linacre | 2 Bedrooms 1½ Baths



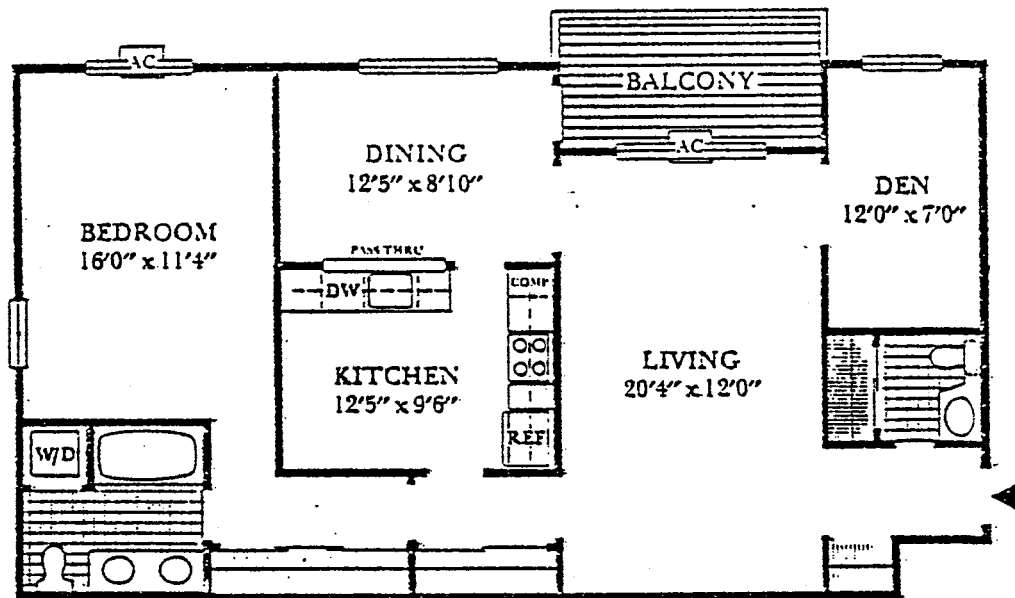
The Pembroke

1 Bedroom, 1 Bath



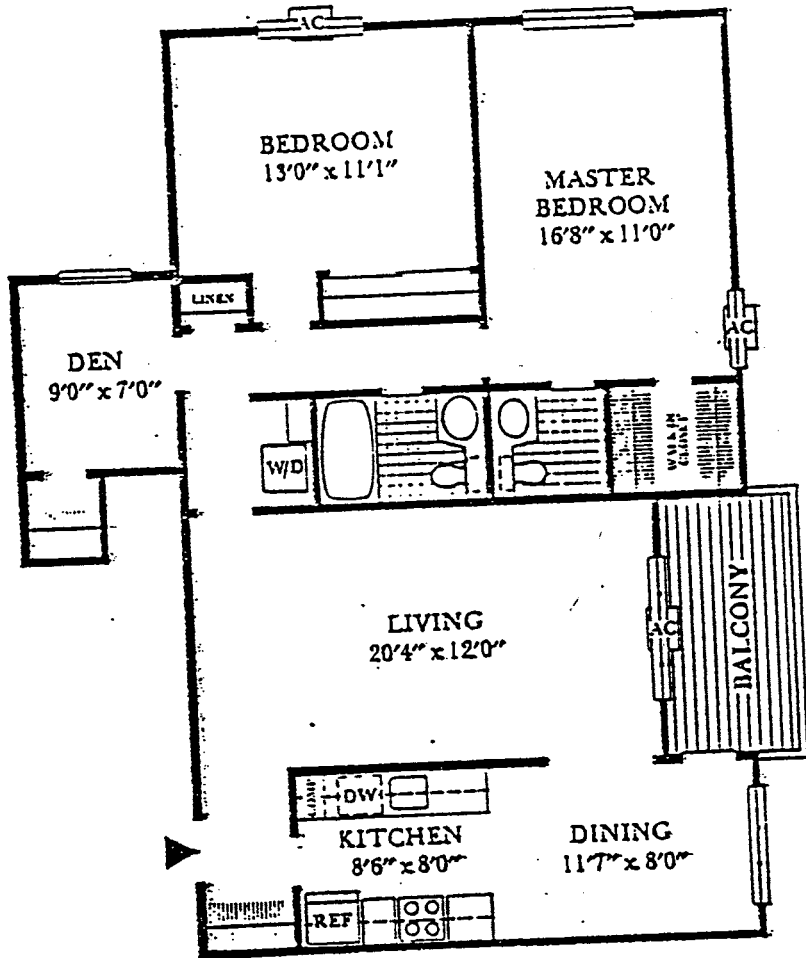
The Warwick

1 Bedroom, 1½ Baths with Den

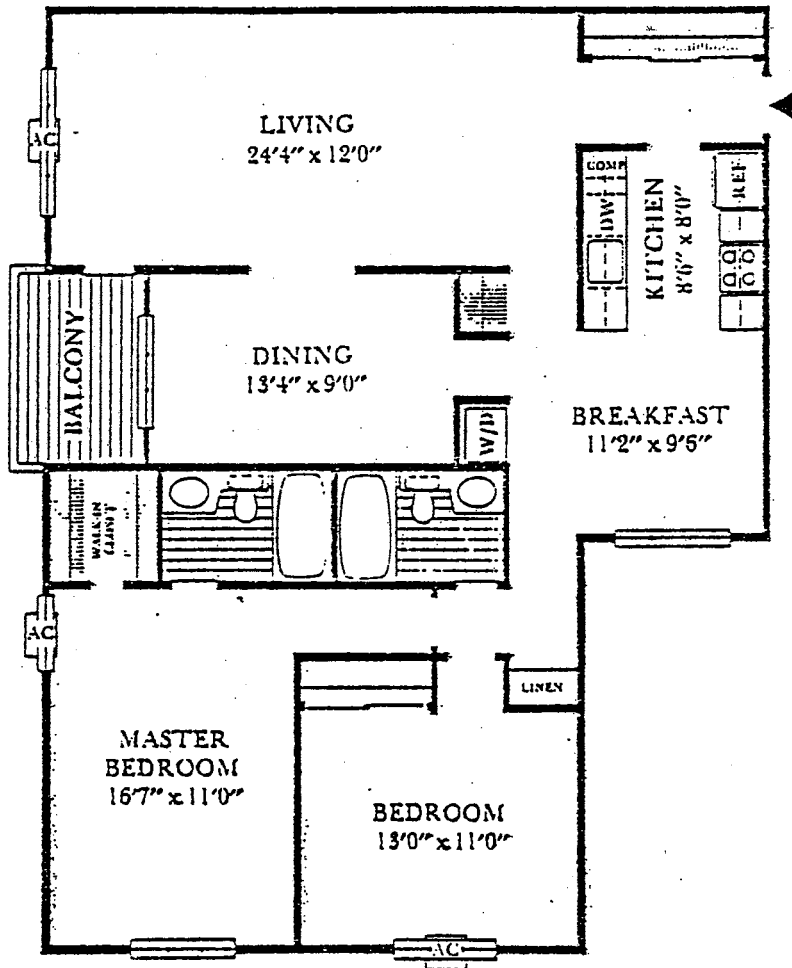


The Lancashire

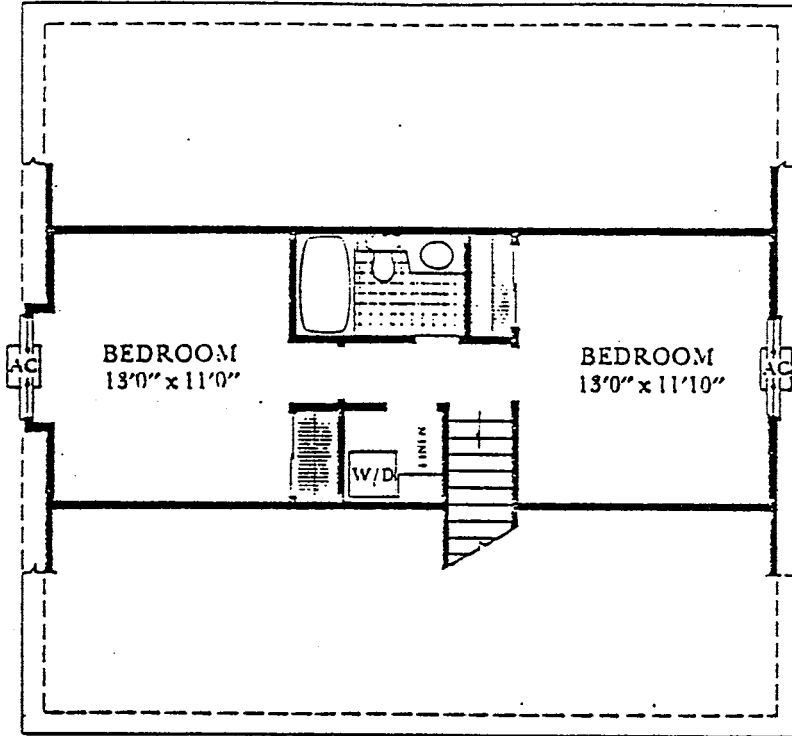
2 Bedrooms, 1½ Baths with Den



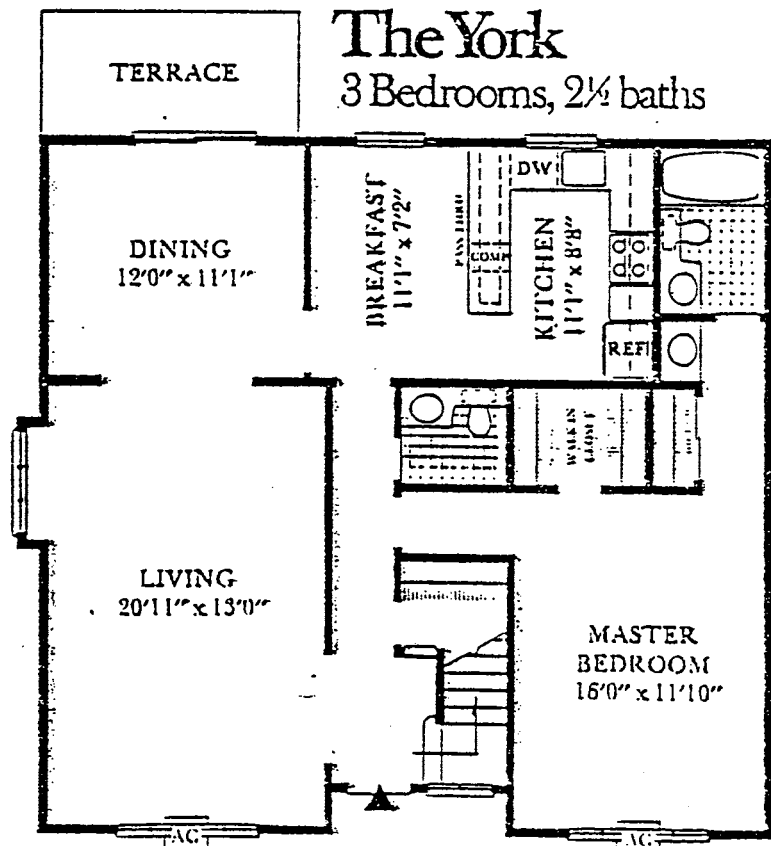
The Stuart 2 Bedrooms, 2 Baths



97



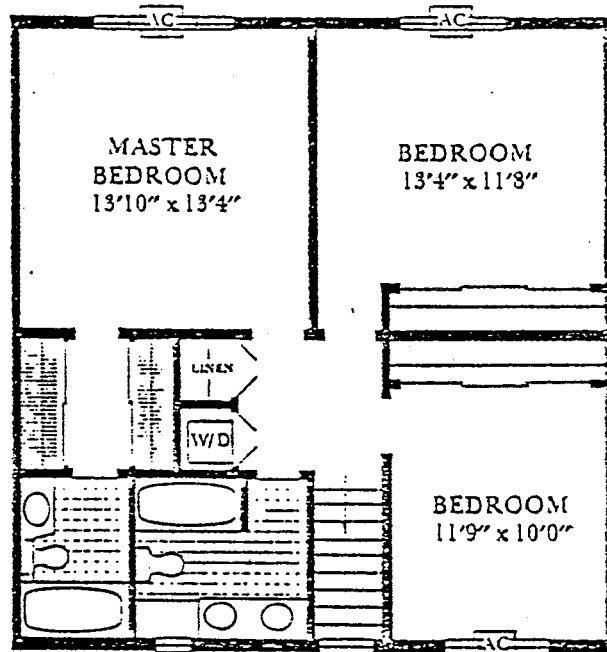
SECOND FLOOR



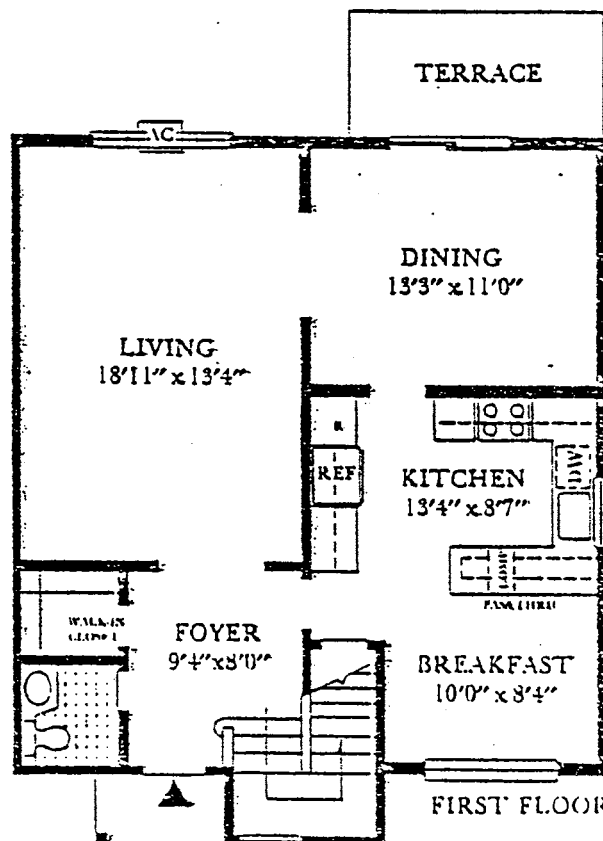
FIRST FLOOR

The Westminster

3 Bedrooms, 2½ Baths



SECOND FLOOR



FIRST FLOOR

EXHIBIT H

APPLICATION FOR NON-BINDING UNIT RESERVATION
(after receipt of Offering Plan)

Name: BAKER-FIRESTONE, INC. ("Sponsor")

Address: Bedford Road, Pleasantville, New York 10570

Telephone No. of Sponsor: (914) 769-4294

Date _____, 197
Time _____

Received fromand
.....("Purchaser")

Residing atHome Phone
Business Phone

The sum of \$50.00 Cash _____
Check _____

Re: Unit No. (the "Unit")

Location: Foxwood Condominium II ("Condominium")
Bedford Road, Pleasantville, New York

In consideration of said \$50.00 deposit ("Unit Reservation Deposit") Sponsor hereby reserves for a period of five days after the date hereof ("Reservation Period") the Unit for sale to Purchaser at a purchase price of \$ _____, which would be paid as follows:

(1) Down payment on signing of a binding Purchase Agreement (in part by application of the Unit Reservation Deposit) \$ 250.00

(2) Additional down payment to be paid no later than ten days after the date of the signing of a binding Purchase Agreement \$

(3) Balance of cash, if any, due at title closing \$

(4) Balance, if any, to be paid by purchase money mortgage and note \$ _____

Total \$

THE UNIT RESERVATION DEPOSIT IS RETURNABLE FIVE DAYS AFTER DEMAND, such moneys to be held by Sponsor in a special account in trust until returned or applied as set forth in the Offering Plan for the Condominium.

The Unit Reservation Deposit shall be refunded in full, without interest, at any time before Purchaser executes a binding Purchase Agreement if Purchaser shall demand the return thereof by signing and delivering to Sponsor the Request for Return of Unit Reservation Deposit form annexed hereto, or, without demand, if (and when) Sponsor executes a Purchase Agreement to sell the Unit to a third party after the expiration of the Reservation Period, but in no event later than 30 days after the date hereof.

Purchaser acknowledges receipt of the following:

- (a) A complete copy of the Offering Plan for the Condominium and
- (b) A Purchase Agreement covering the sale of the Unit by Sponsor to Purchaser, which Purchase Agreement has been completed except for the execution thereof by Sponsor and Purchaser.

The foregoing documents are collectively referred to herein as the "Condominium Documents".

Pursuant to the requirements of the Department of Law of the State of New York a purchase agreement for the sale and purchase of a condominium unit may not be executed and exchanged between a sponsor and a prospective

purchaser until after the prospective purchaser has had not less than 72 hours to review the Condominium Documents.

.....
Prospective Purchaser

.....
Prospective Purchaser

Received by:

BAKER-FIRESTONE, INC.

By.....

EXHIBIT I

PURCHASE AGREEMENT

The undersigned Seller agrees to sell and the undersigned Purchaser agrees to purchase Unit No. to be constructed by Seller as part of Foxwood Condominium II (the "Condominium"), Pleasantville, Town of Mt. Pleasant, Westchester County, New York, together with the undivided interest of the Unit in the Common Elements appurtenant thereto (the "Unit") upon the following terms and conditions:

Purchase Price \$ _____
payable as follows:

Down Payment (in part by application of the Unit Reservation Deposit, if any, in the amount of \$50.00)..... \$ 250.00

Additional Down Payment to be paid no later than 10 days after the date hereof..
Balance of cash, if any, due at title closing.....
Balance, if any, to be paid by purchase money mortgage and note.....

The Unit is the same premises referred to by the same Unit number in the Declaration, By-Laws, and Offering Plan of the Condominium and the Exhibits annexed thereto and in the Escrow Agreement (collectively, the "Condominium Documents"), all of which are incorporated herein by reference and made a party of this Purchase Agreement with the same force and effect as if set forth in full herein.

Purchaser hereby acknowledges that he received a copy of the Offering Plan and Exhibits annexed thereto at least 72 hours prior to the time of the execution of this Purchase Agreement by him.

This sale includes wall-to-wall carpeting in the locations described in the Offering Plan, a refrigerator, a compactor, dishwasher, range and hood, kitchen cabinets, bath vanities and/or vanity tops, clothes dryer and clothes washer.

This Purchase Agreement is conditioned upon The Williamsburgh Savings Bank's (the "Bank") issuing a written commitment, within 90 days after the date hereof, to purchase from Seller a mortgage loan in the above amount covering the Unit to be amortized over a period of 30 years (or such lesser term as Purchaser may elect and the Bank may approve). Interest will be at the maximum rate (presently 8 1/2% per annum) which banks and lending institutions may legally charge individuals on conventional home mortgages (other than purchase money mortgages) at the time of closing such mortgage. This rate is regulated by the New York General Obligations Laws and the rules and regulations promulgated by the New York State Banking Board commonly referred to as "General Regulations, Rule 4". Interest will remain constant during the term of the mortgage. The form of the mortgage and note shall be substantially as set forth in the Condominium Documents. Purchaser agrees that within three days after the date hereof he shall apply to Seller for the aforesaid mortgage loan, and shall furnish to Seller and the Bank such information or data pertaining to Purchaser's financial condition as Seller and/or the Bank may require. If within 90 days after the date hereof the Bank shall refuse or fail to issue its mortgage commitment, either Seller or Purchaser may cancel this Agreement by giving written notice of such election to the other within 5 days after the date of the Bank's notice of disapproval or the expiration of the aforesaid 90-day period, whichever shall first occur, and thereupon this Purchase Agreement shall be null and void and neither party shall have any rights or liabilities to the other hereunder except that Purchaser shall be entitled to the return of his total down payment hereunder, without interest.

Closing of title (the "Closing") shall take place as soon as practicable after a temporary or permanent Certificate of Occupancy for the Unit has been issued and a Declaration of Condominium covering the Unit has been filed in the Office of the Clerk of Westchester County and upon not less than 10 days' notice in writing from Seller to Purchaser. If as a result of causes beyond Seller's reasonable control Seller shall be unable to convey title to the

Unit on the date fixed in such notice, Seller may from time to time adjourn the Closing upon not less than ten days' prior written notice from Seller to Purchaser and such notice shall fix a new date for the Closing which shall be not less than 15 days from the date of said notice. If title has not been conveyed to Purchaser on or before the date which shall be 15 months after the date hereof (except where caused by the default of Purchaser or by strikes, acts of God, government pre-emption, shortages of labor or materials or any other cause beyond the reasonable control of Seller, in which event the time for conveyance shall be extended for the period of such delay), then Purchaser shall have the right, which shall be his sole remedy (unless due to the willful default of Seller), to cancel this Purchase Agreement by written notice given to Seller within 20 days thereafter. Upon such cancellation, or if the Offering Plan is not declared Effective (as defined in the Offering Plan) as to the Unit and is abandoned, this Purchase Agreement shall be null and void and neither party shall have any further rights or liabilities to the other hereunder except that Purchaser shall be entitled to the return of his total down payment hereunder, with interest, if any shall have been earned.

Purchaser will pay at the Closing, in addition to his pro rata share of the real estate taxes for the current tax year and Common Charges for the month in which title closes: (a) to Seller, (i) \$35.00 covering the cost of a copy of the site plan of the Condominium and recording fees for the deed covering the Unit and the Power of Attorney in favor of the Board of Managers and (ii) the amount of the York State Real Estate Transfer Tax due on the purchase of his Unit; (b) to Seller, as mortgagee, mortgage closing costs consisting of: (i) \$100.00 to reimburse the Seller for legal fees for the preparation of the mortgage and note; (ii) mortgage recording tax; (iii) premium for the mortgage title insurance policy; (iv) recording fees for the mortgage; and (v) a deposit in an amount equal to one month's taxes, charges and assessments or such higher amount as shall be fixed by the mortgagee to the extent permitted by applicable law to establish an escrow account (but no mortgage closing costs will be payable if Purchaser does not obtain a mortgage); (c) premiums for fee title insurance if the Purchaser elects to obtain such fee title insurance; (d) to the Board of Managers, an amount equal to the regular monthly Common Charges for the next succeeding month plus an assessment equal to 2 months' Common Charges based upon full occupancy of 88 Units as set

forth in Exhibit C to the Offering Plan to provide the Condominium with working capital and an emergency fund and to contribute to the down payment of a Unit for a resident superintendent at such time as the Association (as hereinafter defined) decides to acquire one; and (e) all fees and expenses, if any, of Purchaser's attorney.

Additional conditions of Closing, more fully referred to in the Condominium Documents, are set forth on the reverse side of this Purchase Agreement and made a part hereof.

This Purchase Agreement together with the Condominium Documents contain the entire agreement of the parties. Purchaser has relied only upon the warranties and representations as to any Units, their size, dimensions or other physical characteristics or as to financial data or estimated income tax deductions as set forth in this Purchase Agreement and the Condominium Documents. This Purchase Agreement may not be terminated or modified except in writing signed by both parties.

The Unit shall be constructed by Seller as provided in the Offering Plan. The construction of, and materials and equipment installed in, the Unit shall be governed by the Offering Plan and the architectural plans and specifications covering the Unit.

Purchaser hereby subscribes to, and at the closing of title shall accept, membership in Manville Lane Homeowners Association, Inc. (the "Association"), subject, however, to the By-Laws of the Association.

Date: _____, 197_____

Purchaser

Purchaser

Address

This Purchase Agreement is not
binding upon Seller until signed
by

BAKER-FIRESTONE, INC.

By: _____

Sales Representative

ADDITIONAL CONDITIONS OF
CLOSING

The following additional conditions of closing have been incorporated by reference in and shall form a part of the foregoing Purchase Agreement:

1. At closing of title, Seller shall deliver to Purchaser a bargain and sale deed, with covenant against grantor's acts, conveying title to the Unit to Purchaser, subject only to the title conditions referred to in the Condominium Documents. The deed shall be substantially as set forth in the Condominium Documents and shall be executed and acknowledged by Seller, in form for recording, with all requisite documentary stamps affixed thereto. Simultaneous with the delivery of the deed, Purchaser shall execute and deliver to Seller the purchase money note and mortgage, if any, to be made to Seller on account of the purchase price. Purchaser shall pay to Seller the balance of the purchase price by certified check of Purchaser, or cashier's check, to the order of Seller, drawn on a bank which is a member of the New York Clearing House Association.

2. At closing of title, Purchaser shall execute, acknowledge and deliver to Seller, and to the representative of the title company insuring title to the Unit for recording in the Office of the County Clerk of Westchester County, a Power of Attorney in the form annexed to the Condominium Documents.

3. This Purchase Agreement shall be subject and subordinate to title conditions referred to in the Condominium Documents, easements, restrictions, agreements, declarations and reservations of record, and to any mortgages now or hereafter placed on the Unit or Condominium Property, and to any subsequent advances made thereunder, provided that Seller satisfies any such mortgage or obtains a release of the Unit from the lien of any such mortgage at or prior to the date of closing of title.

4. The time for the payment of the purchase price hereunder is of the essence of this Agreement. If Purchaser fails to make such payment on the date hereinbefore provided or on such later date as the parties hereto shall agree upon in writing, or shall fail to perform any of Purchaser's other obligations hereunder, Seller may send notice by certified mail to

Purchaser of Seller's intention to cancel this Agreement if such default shall not be cured within five days thereafter. If Purchaser shall fail to cure such default within such five-day period, then in addition to any other remedies available to it, Seller may, at its option, elect to cancel this Agreement by notice to Purchaser and retain the down payment held by it or the Escrow Agent (as hereinafter defined) as liquidated damages. If Seller shall elect to cancel this Agreement, it shall, not less than five days after the giving of the notice of cancellation, certify to Debevoise, Plimpton, Lyons & Gates (a) the occurrence of each of the foregoing events and (b) that Purchaser has failed to object to or protest the action so taken by Seller within five days after the sending by Seller of such notice of intention of cancellation by certified mail. Debevoise, Plimpton, Lyons & Gates may rely on the truth and accuracy of the facts contained in such certification and the authority of the person or persons executing the same.

5. Purchaser shall receive a credit against the mortgage recording tax which would otherwise be payable on the mortgage, if any, in an amount to be computed in accordance with Section 339-ee, subsection 2 of the New York Condominium Act. Purchaser shall pay a sum in the amount of this credit to Seller at the closing of title.

6. All moneys received by Seller directly or through its agents or employees or the Escrow Agent shall, pursuant to Section 352-h of the New York General Business Law, be held in trust until actually employed in connection with the consummation of the transaction as herein described. In addition, all down payments (other than the Unit Reservation Deposit) will be deposited with and held by Mellon Bank N.A. (the "Escrow Agent") at its offices at Mellon Square, Pittsburgh, Pennsylvania, in accordance with a certain agreement (the "Escrow Agreement") to be entered into between Seller and the Escrow Agent. If insufficient funds are raised by the Seller through the Offering Plan or otherwise to effectuate the consummation of the contemplated transaction, or if the contemplated transaction shall not be completed by the Seller for any reason or reasons, then Seller shall cause the Escrow Agent to return such moneys to Purchaser, with interest, if any shall have been earned. If this Offering Plan is not declared Effective within 24 months following the presentation of the Offering Plan to the public, all moneys paid by Purchaser hereunder will likewise be returned, with interest, if any shall have been earned. The Escrow Agree-

ment provides that said down payments as to each Unit will be released from such escrow and used in connection with the consummation of the transaction only upon the closing of title under the applicable Purchase Agreement covering such Unit or upon a default by the Purchaser thereunder and the termination of the Purchase Agreement in accordance with the terms, covenants and conditions thereof.

7. Purchaser represents to Seller that Purchaser dealt with no broker or brokers in connection with this transaction. Purchaser agrees that should any claim be made against Seller for commissions by any broker on account of any acts of Purchaser or Purchaser's representatives, Purchaser will hold Seller free and harmless from any and all liabilities and expenses in connection therewith, including reasonable legal fees.

EXHIBIT J

UNIT DEED

THIS INDENTURE made the _____ day of _____, 197____ between BAKER-FIRESTONE, INC., a New York corporation having its principal office at 316 Courtland Avenue, Stamford, Connecticut ("Grantor"), and _____ residing at _____ (the "Grantee").

W I T N E S S E T H:

That the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee forever:

The unit ("Unit") designated and described as Unit No. _____ in the declaration (the "Declaration") establishing a plan for condominium ownership of the land (the "Land") and buildings (the "Buildings") comprising the Foxwood Condominium II (collectively, the "Property"), made by the Grantor under Article 9-B of the New York Real Property Law, dated _____, 197____, and recorded in the Office of the County Clerk of Westchester County on _____, 197____; in Liber cp _____. The Land is described as follows:

ALL that certain lot, piece or parcel of property situate, lying and being in the Village of Pleasantville, Town of Mount Pleasant, County of Westchester and State of New York, being premises designated as Parcel [6A, 6B, 6C, 7A, 7C or 7D] on a certain map entitled: "Subdivision Map - Foxwood - Property Situated in the Village of Pleasantville, etc." dated September 1, 1976 by Chas. H. Sells, Inc., Engineers and Surveyors (the "Map") and filed in the Westchester County Clerk's Office, Division of Land Records on February 14, 1977 as Map No. 19051.

TOGETHER with an undivided _____ per cent interest in the Common Elements (as defined in the Declara-

tion) and the exclusive use of any balcony or terrace to which there is direct access from the interior of the Unit.

TOGETHER with an easement for the continuance of all encroachments by the Unit on any other Units or Common Elements now or hereafter existing as a result of construction of the Buildings, settling or shifting of the Buildings; repair or restoration of the Buildings or of the Unit after damage or destruction by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Buildings shall stand;

TOGETHER with an easement in common with the other Units and the land designated as Parcels No. 6 through 13 on the Map (the "Adjoining Property") and the land designated as Parcels No. 1 through 3 on the Map (the "Commercial Adjoining Property") to use, operate, maintain and repair any pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located or to be located in any of the other Units or elsewhere on the Property or the Adjoining Property or the Commercial Adjoining Property and serving the Unit, provided that the beneficiaries of such easements must repair any damage arising in connection with the use of such easements, and provided, further, that the right to operate, maintain and repair such pipes, wires, ducts, etc. may be exercised on behalf of the Unit Owners only by the Board of Managers;

TOGETHER with an easement in common with the other Units and the Adjoining Property to use and enjoy the open spaces and walks on the Adjoining Property, as such open spaces and walks shall exist following the development thereof;

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with and SUBJECT to all easements of necessity in favor of the Unit or in favor of other Units or the Common Elements;

SUBJECT to easements in favor of other Units and in favor of the Common Elements for the continuance of all encroachments of such other Units or Common Elements on the Unit, now or hereafter existing as a result of construction of the Buildings, settling or shifting of the Buildings, re-

pair or restoration of the Buildings or of any other Unit or of the Common Elements after damage or destruction by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand;

SUBJECT also to an easement in favor of the other Units and the Adjoining Property and the Commercial Adjoining Property to use, operate, maintain and repair the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located or to be located in the Unit or elsewhere on the Property and serving such other Units or such other properties, provided that the beneficiaries of such easements must repair any damage arising in connection with the use of such easements, and provided, further, that the right to operate, maintain and repair such pipes, wires, ducts, etc. may be exercised on behalf of the Unit Owners only by the Board of Managers;

SUBJECT also to an easement in favor of the Adjoining Property to use and enjoy the open spaces and walks on the Land, as such open spaces and walks shall exist following the construction of the Units;

SUBJECT also to an easement in favor of the Sponsor, until construction is completed on the Property and the Adjoining Property, to enter upon the Property and to transport materials across the Property for purposes of performing all activities in connection with such construction;

SUBJECT to the provisions of the Declaration and the conditions of title and other matters set forth on Schedule A annexed thereto, By-laws (and the Rules and Regulations annexed thereto) and Floor Plans (as defined in the Declaration) as the same may be amended from time to time by instruments recorded or filed in the Office of the Clerk of Westchester County, State of New York, which provisions and said conditions of title and other matters, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions and conditions of title and other matters were recited and stipulated at length herein;

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

Grantee has examined the Unit and is purchasing the same in its existing condition.

The use for which the Unit is intended is that of a one-family residence except that Units may be used as a professional office provided that the owner of such Unit resides on the Property, subject, however, to the applicable governmental regulations and with respect to future conveyances of the Unit, the prior written permission of the Board of Managers.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund 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 same for any other purpose.

This conveyance is made in the regular course of business actually conducted by the Grantor, and is not a substantial portion of the assets of the Grantor.

The Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

BAKER-FIRESTONE, INC.

By _____

EXHIBIT K

POWER OF ATTORNEY

The undersigned, _____, residing at _____, the owner of Unit No. _____, in the Condominium known as Foxwood Condominium II, consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated _____, 197____ and recorded in the Office of the County Clerk of Westchester County on _____, 197____, in Liber _____ of conveyances at page _____ and on the Floor _____ Plans on file in said Office, does hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of Foxwood Condominium II jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers or in the name of their designee on behalf of all owners of Units in said property, in accordance with their interest in the Common Elements, any Unit whose owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner, if any, in the Association, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, in the interest of such Unit Owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests") or any Unit, together with the Appurtenant Interests, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

EXHIBIT L

M O R T G A G E

THIS MORTGAGE, made the _____ day of _____, 197 , between ("Mortgagor") and BAKER-FIRESTONE, INC., a New York corporation having an office for the conduct of business at 316 Courtland Avenue, Stamford, Connecticut ("Mortgagee");

WITNESSETH, that to secure the payment of an indebtedness in the principal sum of _____ Dollars (\$ _____), which sum is to be paid, with interest thereon, according to a certain note bearing even date herewith, the Mortgagor hereby mortgages to the Mortgagee: The unit (the "Unit") designated and described as Unit No. _____ in the declaration (the "Declaration") establishing a plan for condominium ownership of the land (the "Land") and buildings (the "Buildings") comprising the Foxwood Condominium II (collectively, the "Property") made by the Mortgagee under Article 9-B of the New York Real Property Law, dated _____, 197 , and recorded in the Office of the County Clerk of Westchester County on _____, 197 , in Liber _____ cp _____. The Land is described as follows:

All that certain lot, piece or parcel of property situate, lying and being in the Village of Pleasantville, Town of Mount Pleasant, County of Westchester and State of New York, being premises designated as Parcel [6A, 6B, 6C, 7A, 7C or 7D] on a certain map entitled: "Subdivision Map - Foxwood - Property Situated in the Village of Pleasantville, etc." dated September 1, 1976 by Chas. H. Sells, Inc., Engineers and Surveyors (the "Map") and filed in the Westchester County Clerk's Office, Division of Land Records on February 14, 1977 as Map No. 19051.

TOGETHER with an undivided _____ per cent interest in the Common Elements (as defined in the Declaration);

TOGETHER with the benefits, rights, privileges, easements and SUBJECT to the burdens, covenants, restrictions, by-laws, rules, regulations and easements all as set forth in the Condominium Documents filed and recorded.

TOGETHER with the appurtenances and all the estate and rights of the Mortgagor of, in and to said premises and together with all fixtures and articles of personal property attached to or used in connection with said premises, or which may hereafter be attached to or used in connection with said premises, and in addition thereto, but not in limitation thereof, any household appliances used in connection with said premises, all of which are and shall be deemed to be fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned.

If the lien of this mortgage be subject to a conditional bill of sale or chattel mortgage covering any such property, then in the event of any default in this mortgage, all the right, title and interest of the Mortgagor, in and to any such personal property, is hereby assigned to the Mortgagee, together with the benefits of any deposits or payments now or hereafter made thereon by the Mortgagor or the predecessors or successors in title to the Mortgagor in the mortgaged premises.

TOGETHER also with any and all award and awards heretofore made or hereafter to be made by Federal, State, County, Town, Village or any Municipal authorities to the present and all subsequent owners of the premises herein described including any award or awards for any change or changes of grade of streets affecting said premises, which said award and awards are hereby assigned to the said Mortgagee, and the legal representatives, successors and assigns of the Mortgagee (at its or their option) are hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this mortgage and its accompanying note, notwithstanding the fact that the amount owing on account of this mortgage and said note may not be then due and payable; and the said Mortgagor, for the said Mortgagor, and the legal representatives, successors and assigns of the Mortgagor, hereby covenants and agrees to and with the said Mortgagee, and the legal representatives, successors and assigns of the Mortgagee upon request by the holder of this mortgage to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award

and awards to the holder of this mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

TO HAVE AND TO HOLD the above granted and described premises with the appurtenances unto the said Mortgagee, to its own proper use, benefit and behoof forever.

AND the Mortgagor further covenants with the Mortgagee as follows:

1. That the Mortgagor will pay the indebtedness as herein provided.

2. That in order more fully to protect the security of this mortgage, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee on the first day of each month until the said note is fully paid, an installment of the taxes, water rates, sewer charges, and assessments levied or to be levied against the premises covered by this mortgage. Said installments shall be equal, respectively, to the estimated taxes, water rates, sewer charges and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such taxes, water rates, sewer charges, and assessments will become due. The Mortgagee shall hold such monthly payments in trust to apply the same against such taxes, water rates, sewer charges, and assessments when due, with the right, however, of the Mortgagee to apply, after default, any sums so received, as provided in Paragraph 3 hereof and such payments and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment, to be applied by the Mortgagee to the following items in the order set forth:

- I. Taxes, water rates, sewer charges, assessments;
- II. Interest on the note secured hereby;
- III. Amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute a default under this mortgage. In the event that any payment shall become overdue for a period in excess of fifteen (15) days, a "late charge" of two cents for each \$1 so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment. Such "late charge" may be added to the amount due on the principal indebtedness and its payment further secured by this mortgage. In addition thereto, when a check delivered to the Mortgagee for any moneys due hereunder is dishonored, a reasonable service charge may be imposed for the handling of such check.

3. If the total of the payments made by the Mortgagor for taxes, water rates, sewer charges, and assessments shall exceed the amount of payments actually made by the Mortgagee for taxes, water rates, sewer charges, or assessments, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments of the same nature to be made by the Mortgagor. If, however, said monthly payments made by the Mortgagor shall not be sufficient to pay taxes, water rates, sewer charges or assessments, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such taxes, water rates, sewer charges or assessments shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall credit to the account of the Mortgagor any balance remaining in the funds accumulated by the Mortgagee for the payments of taxes, water rates, sewer charges and assessments. If there shall be a default under any of the provisions of this mortgage and an action or proceedings shall be commenced to foreclose this mortgage, the Mortgagee shall be, and hereby is, authorized and empowered to apply at the time of the commencement of such action or proceeding, or at any time thereafter, the balance then remaining in the funds accumulated for taxes, water rates, sewer charges and assessments as a credit against the amount of principal then remaining unpaid under said note.

4. That the Mortgagor will pay all taxes, assessments, water rates and sewer charges and other governmental or municipal charges, fines or impositions, for

which provision has not been made as hereinbefore stated and in default thereof the Mortgagee may pay the same; and the Mortgagor will promptly deliver the official receipts therefor to the Mortgagee.

5. That no building on the premises shall be removed, altered or demolished and no fixtures or personal property covered by this mortgage shall be removed or demolished, without the written consent of the Mortgagee. The Mortgagor, for himself, his heirs and all subsequent owners of said premises, covenants and agrees with the Mortgagee and the successors and assigns of the Mortgagee, that he will keep and maintain the mortgaged premises in a good and complete state of repair and will promptly comply with all the requirements of the Federal, State and Municipal governments or of any departments or bureaus thereof having jurisdiction; and in default thereof the Mortgagee may enter said premises and make such repairs as may be necessary or for the purpose of complying with any governmental or departmental regulations or requirements and the cost thereof shall be a lien on said premises secured by this mortgage and shall be payable on demand, with interest at the then prevailing legal rate; that neither the value of the mortgaged premises nor the lien of this mortgage will be diminished or impaired in any way by any act or omission of the Mortgagor, his heirs, or any subsequent owner of said premises, and that he will not do or permit to be done to, in, upon or about said premises or any part thereof, anything that may in any wise substantially impair the value thereof, or substantially weaken, diminish or impair the security of this mortgage.

6. That the Mortgagor warrants the title to the premises.

7. That in the event of a foreclosure of this mortgage said premises may be sold in one parcel, any provision of law to the contrary notwithstanding.

8. A. That the Mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the Mortgagee; that he will assign and deliver the policies to the Mortgagee; and that he will reimburse the Mortgagee for any premiums paid for insurance made by the Mortgagee on the Mortgagor's default in so insuring the buildings or in so assigning and delivering the policies, as provided in the Condominium Declaration.

B. In addition to the foregoing insurance the Mortgagor will, at his expense, deliver to the Mortgagee additional insurance policies and endorsements including war damage insurance, if any be required by the Mortgagee, to cover all risks to the Mortgagee or hazard to any building or improvements erected upon the mortgaged premises, of every kind, type and description, for such periods, in such amounts, and by such method of payment therefor, satisfactory to the Mortgagee. It is hereby agreed that if the Mortgagee shall accept a multiple peril insurance policy or any other policy containing coverages not required by the Mortgagee, with or without an installment premium endorsement, such acceptance shall not constitute the Mortgagee an agent of the Mortgagor in the procurement, renewal or replacement of all or any of the coverages included in said policy, or in the collection of losses or filing proofs of loss, and the Mortgagee is hereby released and discharged from all claims and demands whatsoever arising by reason of any matter relative to, or incident to, the said policy or policies, during the term or terms thereof, or in renewing or replacing said policy or policies, as provided in the By-Laws of the Condominium.

9. That the whole of said principal sum and of any other sums of money secured by this mortgage shall, forthwith or thereafter, at the option of the Mortgagee, become due and payable upon the happening of any of the following events, irrespective of whether or not the same be remedied by the Mortgagor:

- a. Failure to pay in full any aggregate monthly payment provided for in paragraph 2 hereof prior to the due date of the next such monthly payment.
- b. Failure to make up deficiencies or to pay taxes, water rates, sewer charges or assessments and insurance premiums as provided in paragraphs 3 and 8 hereof, respectively.
- c. Failure of the Mortgagor to perform or comply with any other covenant, agreement, term, or condition of this mortgage or of the bond secured hereby in accordance with the terms hereof and thereof.
- d. In the event the Mortgagor conveys the said

property subject to this mortgage without the consent of the Mortgagee.

10. In the event of the passage after the date of this mortgage of any law of the Federal Government or of the State of New York or of any municipality, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of the mortgages or debts secured by mortgage for Federal, State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the land requiring the payment of the mortgage debt. If such notice be given, the said debt shall become due, payable and collectible at the expiration of said thirty days.

11. That in the event of any default hereunder, the rents and profits of said premises and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of said indebtedness and the Mortgagee is hereby empowered, upon such default, to enter upon and take possession of said premises and to let the said premises and collect all the rents therefrom which are due or to become due and to apply the same, after payment of all necessary charges and expenses, on account of said indebtedness. A notice of default and of the entry and taking possession of said premises by the Mortgagee, served upon the record owner of said premises personally, or by mail addressed to such owner at his last known address, shall be deemed to place the Mortgagee in possession of said premises. The Mortgagor, for himself, his heirs and all subsequent owners of said premises, further covenants and agrees that if the Mortgagor or any subsequent owner of said premises occupies the same when an action or proceeding is commenced to foreclose this mortgage, such occupant shall be deemed to be the tenant of the Mortgagee, and the Mortgagor or such subsequent owner agrees to pay in advance upon demand to the holder of this mortgage as a reasonable monthly rental for the premises an amount at least equivalent to one twelfth of the aggregate of the twelve monthly installments payable in the then current year, plus the actual amount of the annual taxes, assessments, water rates, and sewer charges, for such year not covered by the aforesaid monthly payments and in default of so doing such Mortgagor or subsequent

owner agrees to vacate and surrender the possession of said premises and the Mortgagee shall be empowered upon such default to dispossess the Mortgagor or any subsequent owner of said premises by the usual summary proceedings. This covenant shall become effective immediately after the happening of any such default, solely on the determination of the then holder of this mortgage, who shall give notice of such determination to the Mortgagor or subsequent owner of the mortgaged premises. In case of foreclosure and the appointment of a receiver of the rents, this covenant shall inure to the benefit of such receiver.

12. That the Mortgagee, its successors or assigns, in any action to foreclose this mortgage, shall be entitled as a matter of right and without regard to the value of the premises above-described or the solvency of the Mortgagor or of any owner of said premises, upon application to any court having jurisdiction, to the appointment of a receiver of the rents and profits of said premises and of the rental value of the portions, if any, of said premises occupied by the owner at the time being, which is to be fixed and which the owner agrees to pay, without notice to the Mortgagor, his heirs, administrators, successors or assigns; and in such event the said rents and profits and rental value are hereby assigned to the holder of this mortgage as further security for the payment of said indebtedness.

13. If any action or proceeding be commenced (except an action or proceeding to foreclose this mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this mortgage for the expenses of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees) shall be paid by the Mortgagor, together with interest thereon at the then prevailing legal rate and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage and shall be deemed to be secured by this mortgage and by the note which it secures.

14. That the Mortgagor will not assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the Mortgagee to such assignment.

15. That in compliance with the Lien Law of the State of New York the Mortgagor will receive the advances secured by this mortgage and will hold the right to receive such advances, as a trust fund to be applied first for the purpose of paying the cost of improvements and that he will apply the same first to the payment of the cost of improvements before using any part of the total of the same for any other purpose.

16. That the Mortgagor within five days upon request in person or within ten days upon request by mail will furnish a statement of the amount due on this mortgage.

17. That notice and demand or request may be in writing and may be served in person or by mail.

18. The Mortgagor for himself, his heirs, grantees, successors and assigns covenants and agrees with the Mortgagee that he and every future owner of the unit will faithfully observe the covenants and restrictions and comply and perform the obligations and duties imposed upon the owner of the unit by the Declaration and the whole of the principal sum secured by this mortgage shall at the option of the Mortgagee become due in the event of a default hereunder.

19. It is agreed that all additions or replacements of any chattel fixture or article of personal property used and attached to the premises are intended to be and shall be deemed to have been permanently installed in and integrated into the premises as real property and are covered by the lien of this mortgage. The Mortgagor hereby authorizes the Mortgagee to file any financing statement necessary under the Uniform Commercial Code in order to perfect the security interest of the Mortgagee without requiring the signature of the Mortgagor. The Mortgagor covenants that he will not make any other financing statement, lien, encumbrance, and/or reservation of title as to any additions or replacements of such chattel fixtures or personal property so covered by this mortgage without consent in writing of the Mortgagee and the whole of the principal sum secured by this mortgage shall become due at the option of the Mortgagee in the event of a breach of this covenant.

20. It is understood that the taxing authorities may, in the interim, levy taxes, water rates, sewer

rents, and assessments against the Condominium. Upon proof shown of the payment of the aforesaid items by the Board of Managers, the Mortgagee is empowered at its option and may apply the fund accumulated as set forth above towards the reimbursements to the Board of Managers of the proportionate share thereof required to be paid by the Unit Owner.

21. Compliance is made with the provisions of this mortgage relating to hazard insurance by delivery of a copy of the master policy obtained by the Board of Managers of the Condominium together with the original certificate issued to the Unit Owner thereunder with loss payable to the Mortgagee and the proof of payment for such insurance furnished by the Board of Managers as provided in the Declaration.

22. Notwithstanding anything contained herein to the contrary, it is hereby agreed that condemnation awards and the proceeds of any fire or other hazard insurance policies covering the building shall be disbursed and used in accordance with the Declaration and a certain Insurance Trust Agreement dated _____, 1977, with The Bank of New York.

23. It is agreed that wherever in this instrument the word "building" is used it shall be construed to mean and shall include the Unit and building. The provisions of the Declaration of Condominium shall prevail if there be any variance between the provisions of this instrument and the Declaration of Condominium.

24. That the Mortgagee may charge, at its option, and the Mortgagor agrees to pay, reasonable fees and costs for its services in processing any ownership transfers on its records, fire loss payments, substitution of bondsman, releases, modifications, extensions, consents, easements, special agreements, assignments, reduction certificates, and satisfaction of mortgage.

25. The premises covered by this mortgage is a one-family residence only.

This mortgage may not be changed or modified orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Wherever reference herein is made to monthly payments to Mortgagee for water and sewer it shall apply only to property in the City of New York.

ALL of the provisions of this mortgage shall enure to the benefit of the Mortgagee and of any subsequent holder of this mortgage and shall be binding upon the Mortgagor and each subsequent owner of the mortgaged premises.

It is understood and agreed if the Mortgagor is a corporation this mortgage was executed pursuant to a Resolution of the Board of Directors.

If the Mortgagor is a corporation, or if more than one person joins in the execution of this mortgage, or if any be of the feminine sex, the relative words herein shall be read as if written in the neuter gender, or in the plural, or in the feminine gender, as the case may be.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor.

.....[L.S.]

.....[L.S.]

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

On the day of , 197 , be-
fore me personally came , to
me personally known and known to me to be the individuals
described in and who executed the foregoing instrument,
and they severally duly acknowledged that they executed
the same.

CONDOMINIUM
MORTGAGE

Title No.

Section

Block

Lot

County or Town

To

BAKER-FIRESTONE, INC.,
316 Courtland Avenue
Stamford, Connecticut 06906

Record and Return by Mail to

S.M. & D.E. Meeker
1 Hanson Place
Brooklyn, N.Y. 11243

EXHIBIT M

MORTGAGE NOTE

\$

New York,

197

FOR VALUE RECEIVED,
promises to pay to BAKER-FIRESTONE, INC., a New York corporation having a place of business at 316 Courtland Avenue, Stamford, Connecticut, at the said address, or at such other place as may be designated in writing by the holder of this note the principal sum of \$ _____ as follows:
The sum of \$ _____ on the _____ day of _____, 19 _____, and thereafter the sum of \$ _____ on the _____ day of _____, 19 _____, each such installment to be applied first to the payment of interest at the rate of _____ (_____ %) per cent per annum on the then unpaid principal balance, and the balance to the reduction of principal; and the entire unpaid principal balance, together with all accrued and unpaid interest thereon at the rate hereinbefore provided on the _____ day of _____, 19 _____.

Privilege is reserved to prepay at any time on or after one year from the date hereof, without premium or fee, the entire indebtedness in whole or in part; and the further privilege is reserved to prepay on the first day of any month, during the first year of the term hereof, all unpaid balance of principal and interest, provided the obligors pay, in addition thereto, a sum equivalent to 5% of the original principal obligation.

The whole of this indebtedness, both principal and interest, shall become due and payable at the option of the holder after default in any of the terms, covenants, conditions, provisions and agreements of the mortgage given to secure this note, all of which terms, covenants, conditions, provisions and agreements are hereby made a part of this instrument to the same extent and with the same effect as if fully set forth herein.

In the event that it should become necessary to employ counsel to collect this obligation, or to protect or foreclose the security hereof, the undersigned also

agrees to pay a reasonable attorney's fee for the services of such counsel whether or not suit be brought.

The maker and all others who may become liable for the payment of all or part of this obligation do hereby severally waive presentment for payment, protest and notice of protest and nonpayment.

This note is secured by a mortgage made by the maker to the payee bearing even date herewith on property known as Foxwood Condominium II, Village of Pleasantville, Town of Mt. Pleasant, New York. Unit No. _____ and an undivided _____ per cent of the Common Elements in a condominium affecting said premises.

THIS NOTE may not be changed or terminated orally.

By.....
.....

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

On the _____ day of _____, 19____, before me personally came _____, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he (they) executed the same.

.....
Notary Public

EXHIBIT N

DECLARATION

of the

FOXWOOD CONDOMINIUM II

(Pursuant to Article 9-B of the Real Property Law
of the State of New York)

BAKER-FIRESTONE, INC., a New York corporation having an office at 316 Courtland Avenue, Stamford, Connecticut (herein referred to as the "Sponsor"), does hereby declare as follows:

1. Submission of the Property. The Sponsor hereby submits the Land and Buildings (each as hereinafter defined) and all other property, real, personal or mixed, intended for use in connection therewith (collectively the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act") and pursuant thereto does hereby establish a condominium regime to be known as Foxwood Condominium II (the "Condominium").

2. The Land. The Property consists in part of all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the Village of Pleasantville, Town of Mt. Pleasant, County of Westchester and State of New York, and more particularly described in Schedule A annexed hereto and made a part hereof. The Land is owned by the Sponsor in fee simple, subject only to the conditions of title set forth on Schedule A.

3. The Property. The Property consists in part of 8 two-story buildings (the "Buildings") containing a total of 88 units (the "Units"). The owners of the Units are herein referred to as the "Unit Owners". The Buildings will contain between 5 and 16 Units consisting of either one-bedroom or two-bedroom apartments (wholly on either the first floor or second floor) or town houses (occupying the first and second floor).

4. The Buildings. The Buildings will be constructed of concrete footings and poured concrete foundation walls. The exterior walls are to be of wood frame construction, with an exterior sheathing treated with a stucco textured material and architectural wood trim. Some Buildings will also have a partial brick veneer.

5. The Units. Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: Unit number; Building number; approximate square foot area; number of bedrooms; and the percentage interest in the Common Elements (as hereinafter defined). The location of each Unit is more clearly designated on the Floor Plans (as hereinafter defined) and reference should be made thereto for the statement of the location of each Unit.

As shown on the floor plans of the Buildings (the "Floor Plans"), certified by Walter G. Leicht, Architect, and intended to be filed in the Office of the County Clerk of Westchester County simultaneously with the recording of this Declaration, the physical dimensions of each Unit consist of the area enclosed horizontally by the unexposed faces of the dry walls at the exterior walls of the Buildings and the unexposed faces of the dry walls of the Unit side of the dry walls dividing the Units from corridors, stairs or other Units. Vertically each Unit consists of the space between the upper face of the sub-floor and the upper face of the dry wall ceiling. Doors and windows which open from a Unit shall be deemed part of the Unit.

6. Common Elements. The common elements of the Condominium (the "Common Elements") consist of the entire Property, including all parts of the Buildings and improvements thereon other than the Units. The Common Elements include, without limitation, the following:

(a) The Land, including, without limitation, the portions of the Land on which the Buildings are erected, all lawn, garden and sitting areas, walks, paved parking areas and all other improved or unimproved areas forming a part of the Land and not within the Units together with all easements, rights and privileges appurtenant thereto;

(b) All foundations, columns, girders, beams, supports, those portions of the exterior walls beyond

the outside face of the dry wall, those portions of the walls and partitions dividing the Units from corridors and stairs located beyond the unexposed face of the dry wall enclosing the Unit, those portions of the walls and partitions located between the unexposed faces of both dry walls enclosing the respective Units, the sub-floors, those portions of the ceilings of first-floor Units from the upper face of the dry wall to the upper face of the sub-floor of the Unit above, those portions of the ceilings of second-floor Units above the upper face of the dry wall, roofs, corridors, halls and stairs;

(c) All installations outside the Units for services such as heat, power, light, telephone and water;

(d) All sewer and drainage pipes and facilities;

(e) All terraces and balconies; provided, however, that the owner of each Unit having direct access to a terrace or balcony from the interior of such Unit shall have the exclusive use of such terrace or balcony; and

(f) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance or safety of the Buildings.

7. Use of the Units. Each of the Units may be used only as a residence for a single family by the Unit Owner thereof or his permitted lessees and the members of their immediate families, except that any Unit may be used as a professional office provided that the Unit Owner thereof resides on the Property, subject, however, to applicable governmental regulations and the prior written permission of the Board of Managers. Notwithstanding the foregoing, the Sponsor may without the permission of the Board of Managers (i) grant permission for the use of any Unit as a professional office and/or (ii) retain ownership of one or more Units for use as models, sales and/or production offices in connection with the sale or rental of the Units.

8. Person to Receive Service. Any person serving as a member of the Board of Managers of the Condominium and residing on the Property is hereby designated to receive service of process in any action which may be brought against the Condominium.

9. Determination of Percentages in Common Elements. The percentage interest of the respective Units in the Common Elements has been based upon a comparison of floor space of each Unit, adjusted for additional factors of relative value, including the uniqueness of particular Units, the availability of Common Elements for exclusive or shared use and the over-all dimensions of particular Units.

10. Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Buildings; (ii) settling or shifting of the Buildings; (iii) any alteration or repair to the Common Elements made by or with the consent of the Board of Managers; (iv) any repair or restoration of the Buildings or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachments and for the maintenance of the same so long as the Buildings shall stand.

11. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines and All Other Common Elements Located Inside of Units. Each Unit shall have an easement in common with all other Units and the land described in Schedule C hereto (the "Adjoining Property") and the land described in Schedule D hereto (the "Commercial Adjoining Property") to use, operate, maintain and repair all pipes, wires, ducts, cables, conduits, public utility lines and all other Common Elements located or to be located in any of the other Units or elsewhere on the Property or on the Adjoining Property or the Commercial Adjoining Property and serving such Unit, provided that the beneficiaries of such easements must repair any damage arising in connection with the use of such easements, and provided, further, that the right to operate, maintain and repair such pipes, wires, ducts, etc. may be exercised on behalf of the Unit Owners only by the Board of Managers. Each Unit shall be subject to an easement in favor of all Units and the Adjoining Property and the Commercial Adjoining Property to use, operate, maintain and repair the pipes, wires, ducts, cables, conduits, public utility lines and all other Common Elements located or to be located in such Unit or elsewhere on the Property and serving other Units or such other properties, provided that the beneficiaries of such easements must repair any damage arising in connection with the use of such easements, and provided, further,

that the right to operate, maintain and repair such pipes, wires, ducts, etc. may be exercised on behalf of the Unit Owners only by the Board of Managers. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

12. Power of Attorney of Board of Managers.

Each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers jointly an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, on behalf of all Unit Owners, and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Unit so acquired or to sublease any Unit so leased by the Board of Managers.

13. Acquisition of Units by Board of Managers.

If (a) any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers or its designee, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Unit Owner in any other assets of the Condominium and (iv) the membership of such Unit Owner in Manville Lane Homeowners Association, Inc. (the "Association") (such interests being collectively referred to as the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York; (b) the Board of Managers shall purchase from any Unit Owner, who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Sec. 1 of Art. VIII of the By-Laws; (c) the Board of Managers shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests; or (d) the Board of Managers shall purchase a Unit, together with the Appurtenant Interests, for use by a resident superintendent, then, in any such event, title to such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements.

14. Community Facilities; the Association. The Sponsor is constructing certain community and recreation facilities and may, as hereinafter provided designate certain existing facilities as such (the "Recreation Facilities"), which facilities, if all thereof are so designated, will be located on approximately .84 of an acre of land (the "Recreation Areas") situated on the Adjoining Property and more particularly described on Schedule E annexed hereto and made a part hereof. The Recreation Facilities and the Recreation Areas are collectively referred to herein as the "Community Facilities". The Recreation Facilities shall consist of (1) an outdoor swimming pool of approximately 1,500 square feet, (2) a diving pool of approximately 800 square feet, (3) a fountain of approximately 300 square feet, (4) a sitting area surrounding the swimming pool of approximately 10,500 square feet (hereinafter collectively called the "Swimming Pool"), and (5) an existing formal garden of approximately 14,800 square feet (the "Garden"). The Garden and the parcel on which it is located will be designated as Community Facilities and conveyed to the Association only if a declaration of condominium providing for the construction of condominium Units on any part of the Adjoining Property is filed within eight years from the date of filing this Declaration.

The Sponsor is the owner in fee simple of the Adjoining Property. The Sponsor may elect to develop the Adjoining Property for residential purposes with condominium units, cooperative apartment units, rental apartment units or private dwellings (collectively the "Adjoining Property Dwelling Units").

The Sponsor will organize a not-for-profit corporation to be called MANVILLE LANE HOMEOWNERS ASSOCIATION, INC. which will, as provided hereinafter, own, operate, manage and control the Community Facilities, the streets, roads and parking areas located and to be located on the Adjoining Property (except that the owners of the Commercial Adjoining Property will be required to maintain the road described on Exhibit F annexed hereto and made a part hereof ("Campus Drive")).

The Association shall at no time have more than 300 members, no more than 88 of which shall be Unit Owners, no more than 65 of which shall be owners of units in Foxwood Condominium I and no more than 147 of which shall be the owners or lessees of the dwelling units which may be constructed on the Adjoining Property (other than Foxwood I).

The Sponsor will, within eight years after the filing of Declaration of Foxwood I, determine whether or not the owners or lessees of the dwelling units which may be constructed on the remainder of the Adjoining Property may become members of the Association and upon making such determination shall notify each Unit Owner. The Sponsor shall be a member of the Association so long as it owns any Unit in Foxwood I or Foxwood II and, upon the sale and conveyance of each such Unit by the Sponsor, the purchaser thereof will automatically become a member of the Association and will be issued a certificate and/or membership card to that effect. Therefore, until such time as any Adjoining Property Dwelling Unit shall be constructed and completed and any owner or lessee thereof shall have become a member of the Association ("Adjoining Property Member"), the aggregate membership of the Association shall be no more than 153; thereafter, membership in the Association shall be increased by the number of Adjoining Property Members, if any, but in no event shall the aggregate number of members in the Association be more than 300. Subject to the limitations on the number of memberships provided above, if, within eight years after the filing of the Declaration for Foxwood I, all or any part of the Adjoining Property is developed for residential purposes with Adjoining Property Dwelling Units, the Sponsor shall have the right to provide and make available membership in the Association to the owners of such Adjoining Property Dwelling Units; provided, however, that (1) to the extent that such Adjoining Property Dwelling Units are condominium units, each unit owner of a condominium on the Adjoining Property shall automatically become a member in the Association upon the conveyance to him of his unit, and (2) the owner of any rental units now or hereafter constructed on the Adjoining Property may, at the option of such owner, assign to the lessees of such rental units the owner's rights to membership in the Association for so long as such lessees shall continue to lease such rental units. However, in no event shall the owner of such rental unit be relieved of his obligation to pay dues or other assessments to the Association relating to such memberships.

Subject to the foregoing, (1) membership in the Association shall not be transferred by the Unit Owners, except as an incident to the lawful sale or conveyance, including transfers by gift, will, laws of intestacy or otherwise of a Unit, and membership in the Association allocable to any such Unit shall be automatically transferred to the purchaser or grantee thereof; (2) membership in the Association shall not be transferred by the owner of an Adjoining Property Dwelling Unit except as an incident to the lawful sale, conveyance, including transfers by gift,

will, laws of intestacy or otherwise, of a Unit, or lease of such Adjoining Property Dwelling Unit, as the case may be; and (3) membership in the Association shall not be transferred by the lessee of an Adjoining Property Dwelling Unit except to the owner thereof or his nominee or designee.

Each membership in the Association shall entitle the occupants of all Units and Adjoining Property Dwelling Units owned or leased by such member (whether or not such occupants are themselves members of the Association) to equal use of the Community Facilities, and such use shall also be available to the family members of such occupants and their guests, subject, however, to the limitations and conditions which may from time to time be imposed by the Board of Directors of the Association. Although it is the present intention of the Sponsor to permit guests to use the Community Facilities without charge, the Association may elect to impose a charge or guest fee for such use.

Each such membership shall also entitle each such occupant and their licensees and invitees to the use of the streets and roads owned by the Association. In conveying the streets and roads to the Association, the Sponsor shall reserve an easement in favor of the Adjoining Property, in the event certain subsequent owners thereof do not become entitled to membership in the Association, and the Commercial Adjoining Property, in each case to use such of the streets and roads as shall serve as a means of ingress and egress with respect to such property, provided that, in the case of the Adjoining Property, such easement shall require the beneficiaries thereof to pay to the Association an amount not less than the proportionate share of the costs of maintaining such streets and roads (such proportionate share to equal the percentage of the total area of the Land plus the Adjoining Property, less such area comprised of the streets and roads, owned by such owner) and, in the case of the Commercial Adjoining Property, such easement shall require the beneficiaries thereof to maintain Campus Drive. The Sponsor may also grant an easement for the use and enjoyment of the Garden to an owner of a portion of the Commercial Adjoining Property, and as a condition to such easement, require the grantee thereof to pay to the Association \$500 per year for the maintenance of the Garden. The conveyance of all such properties to the Association shall be conditioned upon the Association not taking any action which would discriminate against any Unit Owner or owner or lessee of any Adjoining Property Dwelling Unit in the exercise of their respective membership

rights in the Association and their respective rights to use the streets and roads and the Community Facilities.

Such of the streets and roads as shall be completed prior to the conveyance of the first Unit shall be conveyed to the Association prior to such conveyance of such first Unit and those completed thereafter shall be conveyed to the Association as they are completed. The Recreation Area on which the Swimming Pool will be located will be conveyed to the Association upon filing of the Declaration for Foxwood I; however, the Sponsor will not be required to complete construction of such Facility until the earlier of the sale of the 65th Unit in Foxwood I or the last day of the eighteenth month following the filing of the Declaration for Foxwood I. All property conveyed to the Association shall be conveyed without charge therefor and free and clear of all mortgages, liens or other encumbrances which are not subject and subordinate to this Declaration (except for the title conditions set forth in Schedule A and, in the case of the streets, roads and the Garden, for the easements referred to in this Section 14).

The members of the Association will, within two weeks after the conveyance of the 33rd Unit in Foxwood I, elect a Board of Directors, consisting of five persons, which will replace the original Board selected entirely by the Sponsor and be responsible for the management and operation of the Association, the Community Facilities and the other items for which the Association has responsibility. Each member of the Association shall be entitled, at all meetings of the members of the Association, to a number of votes equal to the number of Units (including Unsold Units owned by the Sponsor) and Adjoining Property Dwelling Units owned or leased by such member, and the election of directors shall be by cumulative voting so that, in all elections of directors, each member shall be entitled to as many votes as shall equal the number of votes which, except for such provisions as to cumulative voting, he would be entitled to cast for the election of directors multiplied by the number of directors to be elected, and so that he may cast all of such votes for a single director or for any two or more of them, or may distribute them among the number to be voted for, as he may see fit. Notwithstanding the foregoing, the Sponsor shall have the right to designate three Directors until the third anniversary of the date of filing the Declaration for Foxwood I; provided, however, that the remaining two such Directors shall be designated by the members of the Association (other than the Sponsor). Thereafter, the Sponsor shall have the right to designate (a) two Directors for so

long as the Sponsor is entitled to cast a majority of the votes entitled to vote at a meeting of the members of the Association and (b) one Director for so long as the Sponsor is entitled to cast less than a majority but more than fifty of such votes, and the remaining members shall have the right to designate the remaining members of the Board of Directors.

The costs and expenses of operating the Association (except amounts to be expended for the purchase from the Sponsor of an apartment for a superintendent's residence referred to below) will be allocated between, assessed to and paid by the Condominium and the owners or lessees of the Adjoining Property Dwelling Units as follows:

1. Until such time as any owner or lessee of an Adjoining Property Dwelling Unit shall become a member of the Association, such costs and expenses shall be borne by the Condominium and assessed to the Unit Owners (including the Sponsor to the extent allocable to Unsold Units) and collected by the Board of Managers together with and as part of the Common Charges.

2. At such time as any owner or lessee of an Adjoining Property Dwelling Unit shall become a member of the Association (if a declaration of condominium is filed with respect thereto, the sponsor under such declaration shall be deemed a member with respect to each unsold unit covered by such declaration and shall be responsible for Common Charges thereon) such costs and expenses shall be allocated between, assessed to and paid by the Condominium and any owners or lessees of Adjoining Property Dwelling Units who have become members of the Association as follows: The Condominium shall pay a fraction of said costs and expenses, the numerator of which fraction shall be 88, and the denominator of which fraction shall be the total number of memberships then outstanding. The balance of said costs and expenses shall be allocated to the owners or lessees of Adjoining Property Dwelling Units, including the sponsor under any declaration relating to Adjoining Property Dwelling Units to the extent allocable to any unsold units covered thereby, who have become members of the Association. That portion of said costs and expenses allocated to the Condominium shall then be borne by the Condominium in the manner provided in subparagraph 1 above.

The Association shall not, following relinquishment of control of the Board of Directors thereof by the Sponsor as heretofore provided, and at any such time as the Sponsor shall hold more than 25% of the then outstanding memberships, make any assessments in order to make any capital expenditures or to establish any contingency, working capital or reserve fund without the Sponsor's prior written consent.

The Association shall be obligated to purchase a one-bedroom apartment (which apartment may be a Unit or an Adjoining Property Dwelling Unit, at the option of the Sponsor) for use by a resident superintendent. The Association will bear all costs and expenses in connection with the purchase, upkeep and maintenance of such residence and with the continued employment of such superintendent and any janitorial or maintenance staff hired to assist such superintendent.

The purchase of such apartment shall be financed by a mortgage from the Williamsburgh Savings Bank covering 90% of the purchase price of such unit. The down payment, closing costs and adjustments (the "Cash Costs") payable in connection with the acquisition shall be obtained by the Sponsor by collecting at the time of closing of such superintendent's unit, from the Association an amount equal to each Unit Owner's (exclusive of the Sponsor's) pro rata portion of the Cash Costs, assuming a total of 254 units contributing and assessments based on percentage interests in the Common Elements, and from each subsequent purchaser from the Sponsor of a Unit or an Additional Property Dwelling Unit, at the closing of such purchaser's unit, the proportional share of the Cash Cost attributable to such unit, assuming a total of 254 units contributing and based on each such purchaser's percentage interests in the common elements of his condominium regime. The Sponsor will obtain, at its sole expense, in favor of the Association, a fee title insurance policy insuring the Association's fee title to such superintendent's Unit.

Prior to the time that an apartment is acquired for a resident superintendent, the Condominium shall employ a non-resident superintendent and bear all costs in connection with his employment.

15. Covenants with the Land. Free passage and access shall at all times be provided over and across the streets, roads and walks now or hereafter constructed on the Land and the Adjoining Property for the benefit of the respective owners and occupants of all or any part thereof, their guests, licensees and invitees, and no fence or other obstruction shall at any time be erected, maintained, placed or permitted which shall in any way interfere with such free passage or access. All streets, roads and parking areas now or hereafter constructed on the Property or the Adjoining Property shall be owned, operated and maintained by the Association. The walks now or hereafter constructed on the Land shall be repaired and maintained by and at the cost and expense of the Condominium.

The Sponsor does hereby reserve an easement, right, license and privilege to connect to and make use of any pipes, wires, ducts, cables, conduits, public utility lines and all other Common Elements now or hereafter installed in all or any part of the Land, and to build, relocate and install thereon such additional pipes, wires, ducts, etc. as the Sponsor shall deem necessary or desirable to provide adequate drainage and utility facilities to the Condominium, the Commercial Adjoining Property or the Adjoining Property.

The Sponsor does hereby reserve the right to establish, create and grant appropriate easements for drainage and utility facilities reasonably satisfactory to Sponsor in, over, under and across the Land, to utility companies, governmental bodies and other entities furnishing utilities and services to the Condominium, the Adjoining Property or the Commercial Adjoining Property, without charge therefor.

The Sponsor does hereby reserve an easement to erect and maintain one or more signs for the purpose of advertising the Condominium or any development on the Adjoining Property. The Sponsor also reserves an easement until construction is completed on the Property and the Adjoining Property, to enter upon the Property for purposes of performing all activities in connection with such construction.

All provisions of this Declaration, the By-Laws and the Rules and Regulations annexed thereto, including, without limitation, the provisions of Article 11 and this Article 15, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the

contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public.

16. Amendment of Declaration. This Declaration may be amended by the vote of at least 66-2/3% in number and in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by 66-2/3% in number and in common interest of all Unit Owners; provided, however, that any such amendment shall have been approved in writing by all mortgagees who are the holders of mortgages comprising first liens on 40 or more Units. No such amendment shall be effective until recorded in the Office of the County Clerk of Westchester County.

17. Waiver. No provision contained in this Declaration 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 which may incur.

18. 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 this Declaration nor the intent of any provision hereof.

19. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

20. Severability. If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof shall in any circumstances be judicially held in conflict with the laws of the State of New York then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision,

section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Sponsor has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this day of 197 .

BAKER-FIRESTONE, INC.

By _____

Attest:

Secretary

SCHEDULE A

ALL that certain lot, piece or parcel of property situate, lying and being in the Village of Pleasantville, Town of Mount Pleasant, County of Westchester and State of New York, being premises designated as Parcels 6A, 6B, 6C, 7A, 7C and 7D on a certain map entitled: "Subdivision Map - Foxwood - Property Situated in the Village of Pleasantville, etc." dated September 1, 1976 by Chas. H. Sells, Inc., Engineers and Surveyors (the "Map") and filed in the Westchester County Clerk's Office, Division of Land Records on February 14, 1977 as Map No. 19051.

SUBJECT TO:

1. Zoning regulations and ordinances and any amendments thereto now or hereafter adopted;
2. Easements and agreements shown on the Map;
3. Easements in, on, over or under the Property in favor of utility companies, to use, maintain, operate, repair and construct utility and telephone lines;
4. Easements in, on, over or under the Property, in favor of the Town of Mt. Pleasant and the Village of Pleasantville and the County of Westchester and the State of New York, to use, maintain, operate, repair and construct sewer, drainage and water lines;
5. Covenants and Restrictions contained in instrument recorded in Liber 1629 of conveyances page 420;
6. Gas Easement contained in instrument recorded in Liber 4528 of conveyances page 89;
7. Easement contained in instrument recorded in Liber 6196 of conveyances page 100 and as shown on filed Map No., 13302;
8. Reservation of Easement contained in instrument recorded in Liber 4331 of conveyances page 386;

9. Perpetual right-of-way and easement over a portion of Manville Road in Liberr 5471 of conveyances page 338 and in mortgages Liber 5507 of mortgages page 324 and Liber 5802 of Mortgages page 276 as consolidated by Agreement in Liber 5809 of mortgages page 107 and in Lease 5471 of conveyances page 217 and deed Liber 5713 of conveyances page 19; and

10. Any state of facts which an accurate survey would show, provided that such state of facts would not render title unmarketable.

11. Easements contained in instrument recorded in Liber 7378 of Conveyances, Page 234.

AMENDED
SEE INSIDE
COVER

SCHEDULE B

UNIT NUMBERS AND RELATED INFORMATION

<u>Unit Number</u>	<u>Type</u>	<u>Floor</u>	<u>Number of Bedrooms</u>	<u>Estimated Net Square Ft.</u>	<u>% Common Elements</u>
J-1	LINACRE	1	2	1,035	1.0684
J-2	LINACRE	1	2	1,035	1.0684
J-3	WARWICK	1	1	1,056	1.0716
J-4	PEMBROKE	1	1	760	.8795
J-5	LANCASHIRE	2	2	1,117	1.1383
J-6	LINACRE	2	2	1,035	1.0786
J-7	WARWICK	2	1	1,056	1.0819
J-8	PEMBROKE	2	1	760	.8898
K-1	WARWICK	1	1	1,056	1.0716
K-2	PEMBROKE	1	1	760	.9062
K-3	CLARENDON	1	3	1,360	1.3295
K-4	STUART	1	2	1,275	1.2401
K-5	CAXTON	2	1	1,092	1.1025
K-6	PEMBROKE	2	1	760	.9165
K-7	CLARENDON	2	3	1,360	1.3500
K-8	SOMERSET	2	2	1,297	1.2812
L-1	LINACRE	1	1	1,035	1.0684
L-2	STUART	1	2	1,275	1.2401
L-3	WARWICK	1	1	1,056	1.0716
L-4	LINACRE	1	2	1,035	1.0684
L-5	LINACRE	2	1	1,035	1.0786
L-6	STUART	2	2	1,275	1.2525
L-7	WARWICK	2	1	1,056	1.0819
L-8	LANCASHIRE	2	2	1,117	1.1383
M-1	PEMBROKE	1	1	760	.8795
M-2	STUART	1	2	1,275	1.2401
M-3	WARWICK	1	1	1,056	1.0716
M-4	LINACRE	1	2	1,035	1.0684
M-5	PEMBROKE	2	1	760	.8898
M-6	STUART	2	2	1,275	1.2525
M-7	WARWICK	2	1	1,056	1.0819
M-8	LANCASHIRE	2	2	1,117	1.1383

SCHEDULE B

UNIT NUMBERS AND RELATED INFORMATION

<u>Unit Number</u>	<u>Type</u>	<u>Floor</u>	<u>Number of Bedrooms</u>	<u>Estimated Net Square Ft.</u>	<u>% Common Elements</u>
N-1	YORK	Th	3	1,582	1.5412
N-2	WARWICK	1	1	1,056	1.0716
N-3	LINACRE	1	2	1,035	1.0684
N-4	LINACRE	1	2	1,035	1.0684
N-5	LINACRE	1	2	1,035	1.0684
N-6	WARWICK	2	1	1,056	1.0819
N-7	LINACRE	2	2	1,035	1.0786
N-8	LINACRE	2	2	1,035	1.0786
N-9	LANCASHIRE	2	2	1,117	1.1383
N-10	YORK	Th	3	1,582	1.5412
O-1	LINACRE	1	2	1,035	1.0684
O-2	LINACRE	1	2	1,035	1.0684
O-3	LINACRE	1	2	1,035	1.0684
O-4	PEMBROKE	1	1	760	.8795
O-5	LANCASHIRE	2	2	1,117	1.1383
O-6	LINACRE	2	2	1,035	1.0786
O-7	LINACRE	2	2	1,035	1.0786
O-8	PEMBROKE	2	1	760	.8898
P-1	STUART	1	2	1,275	1.2401
P-2	CLARENDON	1	3	1,360	1.3295
P-3	LINACRE	1	2	1,035	1.0684
P-4	WARWICK	1	1	1,056	1.0716
P-5	SOMERSET	2	2	1,297	1.2812
P-6	CLARENDON	2	3	1,360	1.3500
P-7	LINACRE	2	2	1,035	1.0786
P-8	CAXTON	2	1	760	1.1025
Q-1	LINACRE	1	2	1,035	1.0684
Q-2	LINACRE	1	2	1,035	1.0684
Q-3	PEMBROKE	1	1	760	.9062
Q-4	PEMBROKE	1	1	760	.8795
Q-5	LANCASHIRE	2	2	1,117	1.1383
Q-6	LINACRE	2	2	1,035	1.0786
Q-7	PEMBROKE	2	1	760	.9165
Q-8	PEMBROKE	2	1	760	.8898

AMENDED
SEE INSIDE
COVER

SCHEDULE B

UNIT NUMBERS AND RELATED INFORMATION

<u>Unit Number</u>	<u>Type</u>	<u>Floor</u>	<u>Number of Bedrooms</u>	<u>Estimated Net Square Ft.</u>	<u>% Common Elements</u>
R-1	WARWICK	1	1	1,056	1.0716
R-2	WARWICK	1	1	1,056	1.0716
R-3	LINACRE	1	2	1,035	1.0684
R-4	LINACRE	1	2	1,035	1.0684
R-5	WARWICK	2	1	1,056	1.0819
R-6	WARWICK	2	1	1,056	1.0819
R-7	LINACRE	2	2	1,035	1.0786
R-8	LANCASHIRE	2	2	1,117	1.1383
S-1	YORK	Th	3	1,582	1.5412
S-2	STUART	1	2	1,275	1.2401
S-3	CLARENDON	1	3	1,360	1.3295
S-4	LINACRE	1	2	1,035	1.0684
S-5	WARWICK	1	1	1,056	1.0716
S-6	SOMERSET	2	2	1,297	1.2812
S-7	CLARENDON	2	3	1,360	1.3500
S-8	LINACRE	2	2	1,035	1.0786
S-9	CAXTON	2	1	1,092	1.1025
T-1	WESTMINSTER	Th	3	1,627	1.5412
T-2	WESTMINSTER	Th	3	1,627	1.5412
T-3	WESTMINSTER	Th	3	1,627	1.5412
T-4	WESTMINSTER	Th	3	1,627	1.5412
T-5	YORK	Th	3	1,582	1.5412

SCHEDULE C

ALL that certain lot, piece or parcel of property situate, lying and being in the Village of Pleasantville, Town of Mount Pleasant, County of Westchester and State of New York, being premises designated as Parcels 5 through 13 on a certain map entitled: "Subdivision Map - Foxwood - Property Situated in the Village of Pleasantville, etc." dated September 1, 1976 by Chas. H. Sells, Inc., Engineers and Surveyors (the "Map") and filed in the Westchester County Clerk's Office, Division of Land Records on February 14, 1977 as Map No. 19051.

SCHEDULE D

ALL that certain lot, piece or parcel of property situate, lying and being in the Village of Pleasantville, Town of Mount Pleasant, County of Westchester and State of New York, being premises designated as Parcels 1 to 3 on a certain map entitled: "Subdivision Map - Foxwood - Property Situated in the Village of Pleasantville, etc." dated September 1, 1976 by Chas. H. Sells, Inc., Engineers and Surveyors (the "Map") and filed in the Westchester County Clerk's Office, Division of Land Records on February 14, 1977 as Map No. 19051.

SCHEDULE E

SWIMMING POOL:

ALL that certain lot, piece or parcel of property situate, lying and being in the Village of Pleasantville, Town of Mount Pleasant, County of Westchester and State of New York, being premises designated as Parcel 11 on a certain map entitled: "Subdivision Map - Foxwood - Property Situated in the Village of Pleasantville, etc." dated September 1, 1976 by Chas. H. Sells, Inc., Engineers and Surveyors (the "Map") and filed in the Westchester County Clerk's Office, Division of Land Records on February 14, 1977 as Map No. 19051.

GARDEN:

All that certain lot, piece or parcel of property situate, lying and being in the Village of Pleasantville, Town of Mount Pleasant, County of Westchester and State of New York, being premises designated as Parcel 7E on the Map.

SCHEDULE F

ALL that certain lot, piece or parcel of property situate, lying and being in the Village of Pleasantville, Town of Mount Pleasant, County of Westchester and State of New York, being premises designated as Parcel 13 on a certain map entitled: "Subdivision Map - Foxwood - Property Situated in the Village of Pleasantville, etc." dated September 1, 1976 by Chas. H. Sells, Inc., Engineers and Surveyors (the "Map") and filed in the Westchester County Clerk's Office, Division of Land Records on February 14, 1977 as Map No. 19051.

EXHIBIT O

BY-LAWS

OF

FOXWOOD CONDOMINIUM II

ARTICLE I

GENERAL

SECTION 1. Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of Foxwood Condominium II (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 9.01 acres of land (the "Land") located on Bedford Road, Village of Pleasantville, Town of Mt. Pleasant, County of Westchester, State of New York, the buildings and other improvements now or hereafter to be constructed thereon (hereinafter collectively called the "Buildings"), including, without limitation, the Units and the Common Elements (as such terms are defined in the Offering Plan covering the Condominium) and all other property, real, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration of Condominium (the "Declaration") in the Office of the Clerk of the County of Westchester. Unless otherwise provided herein, all terms used in these By-Laws shall be as defined in the Offering Plan covering the Condominium.

SECTION 2. Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees and occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations attached hereto as Schedule A and made a part hereof as they or any of them may be amended from time to time.

SECTION 3. Principal Office. The principal office of the Condominium and of the Board of Managers shall be located within the Property or at such other place, reasonably convenient thereto, as may be designated from time to time by the Board of Managers.

ARTICLE II

BOARD OF MANAGERS

SECTION 1. Number and Term. The affairs of the Condominium shall be governed by the Board of Managers, which shall consist of three (3) persons. Until the first annual meeting of Unit Owners shall have been held as provided in Section 1 of Article III hereof, a majority or more of the Managers shall be persons appointed by the Sponsor, none of whom need be a Unit Owner. Thereafter, all of the Managers shall be Unit Owners except that to the extent permitted by law and, so long as the Sponsor owns one or more Units, the Sponsor shall be entitled to designate one Manager who need not be a Unit Owner. Subject to the foregoing, at the first annual meeting of the Unit Owners one-third of the Managers shall be elected to serve for a term of three years, one-third for a term of two years and the remaining one-third for a term of one year. At the expiration of the initial term of office for each Manager, his successor shall be elected to serve for a term of three years.

SECTION 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts except such acts which by law, the Declaration or these By-Laws may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, without limitation, the following:

(a) Operation, care, upkeep and maintenance of the Common Elements.

(b) Determination of the Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

(c) Collection of the Common Charges from the Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements, except that the employment of the superintendent and his staff shall be the responsibility of the Manville Lane Homeowners Association, Inc. (the "Association") at such time as the Association shall acquire a Unit for a resident superintendent.

(e) Adoption and amendment of the Rules and Regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Board as provided in Article VI, Section 16 hereof.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Purchasing, leasing or otherwise acquiring Units offered for sale or lease or surrendered by their owners to the Board of Managers, in the name of the Board of Managers or its designee, on behalf of all Unit Owners.

(h) Purchasing Units at foreclosure or other judicial sales, in the name of the Board of Managers or its designee on behalf of all Unit Owners.

(i) Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with Units acquired by, and subleasing Units leased by, the Board of Managers or its designee on behalf of all Unit Owners.

(j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing Units by the Board of Managers on behalf of all Unit Owners.

(k) Obtaining insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 2 hereof.

(l) Making repairs, additions and improvements to, or alterations of, the Property and repairs to and restoration of the Property in accordance with the provisions of these By-Laws.

(m) Enforcing obligations of the Unit Owners, allocating profits and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium.

(n) Levying fines against the Unit Owners for violations of the Rules and Regulations established by it to govern the conduct of the Unit Owners; provided, however, that no fine may be levied for more than \$5 for any one violation, but for each day a violation continues after notice it shall be considered a separate violation, and such fines may be collected as if they were Common Charges owed by the Unit Owner(s) against whom such fines were levied.

SECTION 3. Managing Agent and Manager. The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, the duties listed in subdivisions (a), (c), (d), (k) and (l) of Section 2 of this Article II. The Board of Managers may delegate to the manager or managing agent all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b); (e), (f), (g), (h), (i), (j), (m) and (n) of Section 2 of this Article II.

SECTION 4. First Board of Managers. The first Board of Managers shall consist of persons designated by the Sponsor and they shall hold office and exercise all powers of the Board of Managers. Within thirty (30) days after the conveyance of title to the forty-fifth Unit, one (1) member of the first Board shall resign and shall request the President of the Condominium to call for a special meeting of the Unit Owners (except the Sponsor) to elect one (1) new member of the Board (the "Replacement Member"). Within thirty (30) days after the conveyance of title to 80% of the Units or twenty-four (24) months following the date of the filing of the Declaration or twelve months following the date of the filing of the Declaration if at such date title to 51% of the Units shall have been conveyed, whichever shall first occur, all members of the Board (including the Replacement Member) shall resign as Board members and shall cause the President of the Condominium to call for a special meeting of the Unit Owners to elect a New Board of Managers. The Sponsor agrees that during such time as the Sponsor shall control the Board of Managers by virtue of the foregoing provision, the Board of Managers shall not, without the prior consent of a majority in interest of the Unit Owners (exclusive of the

Sponsor) (i) increase the contingency and reserve fund beyond that provided for in the Offering Plan or (ii) borrow money. The Replacement Member shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 6 of this Article.

SECTION 5. Removal. Subject to the provisions of Section 1 of this Article II, Managers may be removed with or without cause by an affirmative vote of a majority of the Unit Owners. No Manager shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner.

SECTION 6. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers 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, and each person so elected shall be a member of the Board of Managers for the remainder of the term of the member creating such vacancy and until a successor shall be elected at the next annual meeting of the Unit Owners.

SECTION 7. Organization Meeting. The first meeting of the Board of Managers shall be held within ten (10) days following the first annual meeting of the Unit Owners at such time and place as shall be fixed by the Unit Owners at such first annual meeting, and no notice shall be necessary to the newly elected members of the Board of Managers in order to legally constitute such meeting, provided that a majority of the members of the Board of Managers shall be present at such first annual meeting.

SECTION 8. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by personal delivery, mail or telegram, at least three (3) days prior to the day named for such meeting.

SECTION 9. Special Meetings. Special meetings of the Board of Managers may be called by the President

by giving three (3) days' prior notice to each member of the Board of Managers, by personal delivery, mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third of the members of the Board of Managers.

SECTION 10. Waiver of Notice. Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum of Board of Managers. At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

SECTION 12. Compensation. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

SECTION 13. Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of law, the Declaration or these By-Laws. It is intended that the

liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the managing agent or the Manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

ARTICLE III

UNIT OWNERS

SECTION 1. Annual Meetings. Within thirty (30) days after title to 80% of the Units has been conveyed, or sooner, but not later than twenty-four (24) months following the date of the filing of the Declaration nor later than twelve (12) months following the date of the filing of the Declaration if on such date title to 51% of the Units has been conveyed, , the first annual meeting of Unit Owners shall be held. At such meeting the incumbent Board of Managers (including the Replacement Member) shall resign and a new Board shall be elected by the Unit Owners except that to the extent permitted by law, Sponsor shall have the right to designate at least one member of the Board of Managers as long as Sponsor owns any Unit, provided that after the Sponsor has relinquished control he shall not exercise his votes to elect a majority of the Board. In no event shall Sponsor transfer control of the Board of Managers to the Unit Owners prior to title closings to 50% or more of the Units comprising the Condominium. Thereafter, annual meetings shall be held on the anniversary of such date each succeeding year. At such meetings the Unit Owners shall elect Managers to fill vacancies or to succeed retiring Managers as provided in Article II of these By-Laws and shall also transact such other business of the Condominium as may properly come before the meeting.

SECTION 2. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the

Condominium, or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

SECTION 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by at least one third of the Unit Owners and presented to the Secretary.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to give a notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held, to each Unit Owner of record at least ten (10), but not more than thirty (30), days prior to such meeting. The giving of a notice in the manner provided in these By-Laws shall be considered notice properly served.

SECTION 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum is not present, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time fixed for the original meeting.

SECTION 6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Managers.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board of Managers (when so required).

(i) Unfinished business.

(j) New business.

SECTION 7. Title to Units. Title to Units may be taken in the name of an individual, in the names of two (2) or more persons, as tenants in common, joint tenants or tenants by the entirety, in the name of a corporation or partnership or in the name of a fiduciary.

SECTION 8. Voting. The Unit Owner(s) of each Unit, or a person designated by such Unit Owner(s) to act as proxy on his or their behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary and shall be revocable at any time by written notice to the Secretary by the Unit Owner(s) so designating. Each Unit Owner (including the Sponsor, if the Sponsor shall then own one or more Units) shall be entitled to cast one vote at all meetings of the Unit Owners for each Unit owned by such Unit Owner. A fiduciary shall be the voting member with respect to any Unit Owner in a fiduciary capacity. Any Unit(s) owned by the Board of Managers or its designee on behalf of all Unit Owners or by the Association shall not be entitled to a vote and shall be excluded from the total of common interests when computing the interest of all other Unit Owners for voting purposes.

SECTION 9. Majority of Unit Owners. Except as may otherwise be provided by law, as used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners determined in accordance with the provisions of Section 8 of this Article III.

SECTION 10. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

SECTION 11. Majority Vote. The vote of a majority of Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration or these By-Laws.

ARTICLE IV

OFFICERS

SECTION 1. Designation. The principal officers of the Condominium shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. None of the officers need be Unit Owners until the Board of Managers is elected by the Unit Owners. Thereafter, only the President and Vice-President need be Unit Owners.

SECTION 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

SECTION 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers or at any special meeting of the Board of Managers called for such purpose.

SECTION 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of President of a corporation, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Condominium.

SECTION 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers, shall have charge of such books and papers as the Board of Managers may direct and shall in general perform all the duties incident to the office of Secretary of a corporation.

SECTION 7. Treasurer. The Treasurer shall be responsible for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all funds and other securities in the name of the Board of Managers or the managing agent in such depositories as may from time to time be designated by the Board of Managers, and he shall in general perform all the duties incident to the office of Treasurer of a corporation.

SECTION 8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

SECTION 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

NOTICES

SECTION 1. Definition. Whenever by the provisions of law, the Declaration or these By-Laws any notice is required to be given to the Board of Managers, any Manager or any Unit Owner, such notice may be given by personal delivery, by telegram or by mail by depositing the same in a post office or letter box in a postpaid sealed wrapper, delivered, sent or mailed, as the case may be, to the President of the Condominium on behalf of the Board of Managers, such Manager or such Unit Owner at their respective addresses as appear on the books of the Condominium. Notice shall be deemed given as of the date of such personal delivery, sending or mailing, as the case may be.

SECTION 2. Service of Notice; Waiver. Whenever any notice is required to be given by law, 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 thereof.

ARTICLE VI

OPERATION OF THE PROPERTY

SECTION 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Managers shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such Common Charges among the Unit Owners in proportion to their respective interests in the Common Elements. The common expenses shall include, without limitation, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article VI and the cost and expenses of maintaining and operating the Community Facilities and the other property owned by the Association to the extent the same shall be allocable to the Condominium. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements and to make up any deficit in the Common Charges for any prior year. Notwithstanding the foregoing, for so long as the Sponsor shall own 20 or more Unsold Units, the Board of Managers shall not, without the written consent of the Sponsor, make any capital expenditure or increase the contingency fund in any fiscal year to an amount which exceeds 5% of the estimated operating expenses for such year.

The working capital and emergency fund derived from payments made to the Condominium by Unit Owners at the time of closing on their Units shall be undiminished at the time the Sponsor relinquishes control of the Board of Managers, except for the Association assessment for the cost of purchasing an apartment for a resident superin-

tendent to which the Sponsor is not required to contribute and amounts expended in anticipation of Common Charges accrued but not yet paid.

From and after the date of the filing of the Declaration, the Sponsor shall pay Common Charges with respect to all Units (whether or not constructed) covered thereby and not sold and conveyed to the purchaser thereof. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit, any Unit which is to be sold at a foreclosure or other judicial sale and/or a Unit for use by a resident superintendent, if any. The Board of Managers shall advise all Unit Owners promptly in writing of the amount of the Common Charges payable by each of them as determined by the Board of Managers as aforesaid and shall furnish copies of each budget on which such Common Charges are based to all Unit Owners and to their respective mortgagees.

The Board of Managers shall from time to time and in any event as at the end of each budget period determine the amount, if any, by which the Common Charges attributable to such budget period shall exceed the actual costs and expenses attributable to such budget period paid or incurred by the Condominium on account of the operation and maintenance thereof.

The amount of such excess, if any, shall thereupon be distributed to each Unit Owner, including the Sponsor, who shall have paid Common Charges during the applicable budget period in accordance with their respective interests in and to the Common Elements. In the event that any Unit Owner shall have paid Common Charges for less than the full budget period for which such computations shall have been made, the portion of such excess amount to be distributed to such Unit Owner shall be apportioned on the basis of the number of days within such budget period for which such Unit Owner shall have paid Common Charges. The right to receive a distribution on account of such excess shall survive the sale and conveyance of title to a Unit.

SECTION 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (a) fire insurance with extended coverage insuring the Buildings (including, without limitation, all of the Units and the bathroom and

kitchen fixtures initially installed therein by the Sponsor, but not including carpeting and/or drapes furnished by the Sponsor or furniture, furnishings or other personal property supplied or installed by Unit Owners), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Managers and approved by any mortgagee holding mortgages on twenty-five (25) or more Units, each of which policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss proceeds, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as hereinafter set forth; (b) workmen's compensation insurance; and (c) such other insurance as the Board of Managers may from time to time determine. All such policies shall provide that the adjustment of any loss covered thereby shall be made by the Board of Managers, and if the proceeds payable in connection with any such loss shall be in excess of \$50,000, the same shall be payable to the Insurance Trustee.

To the extent obtainable without additional premium, all such fire insurance policies shall contain waivers of subrogation and of any defense based on co-insurance, waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners and the right, if any, to disclaim liability arising from any acts of the insured or any Unit Owner, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including mortgagees of Units. Duplicate originals of all such fire insurance policies and of all renewals thereof together with proof of payment of premiums shall be delivered to all mortgagees of Units at least ten (10) days prior to the expiration date of the then current policies.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance as to personal injury and property damage, in such limits and amounts as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent and/or manager, if any, and each Unit Owner. Such public liability insurance shall also cover cross-liability claims of one insured against another.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such other insurance carried by any Unit Owner.

SECTION 3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of any Building or Buildings as a result of fire or other casualty, the Board of Managers shall arrange for the prompt repair and restoration of such Building or Buildings (including any damaged Units contained therein, and the bathroom and kitchen fixtures initially installed therein by the Sponsor, but not including carpeting and/or drapes furnished by the Sponsor or furniture, furnishings or other personal property supplied or installed by any Unit Owner), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the net proceeds of insurance received by or payable to the Board of Managers or the Insurance Trustee, as the case may be, shall constitute a common expense, and the Board of Managers shall assess all Unit Owners for such deficit as part of the Common Charges.

In the event of a repair or restoration pursuant to the first paragraph of this Section 3 and in the event that the net proceeds of insurance received by or payable to the Board of Managers or the Insurance Trustee, as the case may be, shall exceed the cost of such repair or restoration, then the excess of such insurance proceeds shall be paid by the Board of Managers or the Insurance Trustee, as the case may be, to all Unit Owners in proportion to their respective interests in the Common Elements after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on any Unit in the order of priority of such liens.

If 75% or more of the Buildings are substantially damaged or destroyed and if 75% in number and in common interest of all Unit Owners do not duly and promptly resolve to proceed with the repair or restoration thereof, the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which event, the net proceeds of sale

resulting from such action, together with the net proceeds of insurance resulting from such damage or destruction, shall be paid to all Unit Owners in proportion to their respective interests in the Common Elements after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on any Unit in the order of priority of such liens.

Wherever in this Section the words "promptly repair" are used, it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notifies the Board of Managers and the Unit Owner or Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated costs of such work or not more than ninety (90) days after the Insurance Trustee notifies the Board of Managers and the Unit Owner or Owners that such proceeds of insurance are insufficient to pay said estimated costs of such work or, in the event the proceeds of insurance are payable to the Board of Managers, not more than sixty (60) days from the date of receipt by the Board of Managers of proceeds of insurance on account of such damage or destruction sufficient to pay the estimated costs of such work, as the case may be. Wherever the words "promptly resolve" are used, it shall mean not more than sixty (60) days from the date the Insurance Trustee or the Board of Managers, as the case may be, notifies the Unit Owner or Unit Owners that it holds proceeds of insurance on account of such damage or destruction and that such proceeds are or are not sufficient to pay the estimated costs of such work.

SECTION 4. Payment of Common Charges. All Unit Owners shall be obligated to pay Common Charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof. Any Unit Owner may, subject to the terms and conditions of these By-Laws and provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Common Charges, convey his Unit, together with the Appurtenant Interests, to the Board of Managers or its designee, on behalf of

all Unit Owners, and in such event be exempt from Common Charges thereafter accruing. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except that, to the extent permitted by law, a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit or acquiring title to such Unit by conveyance in lieu of foreclosure shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common charges accrued prior to the foreclosure sale.

SECTION 5. Collection of Assessments. The Board of Managers shall assess Common Charges against the Unit Owners from time to time (at least annually) and shall take prompt action to collect any Common Charges due from any Unit Owner which remains unpaid for more than thirty (30) days after the due date for payment thereof.

SECTION 6. Default in Payment of Common Charges. In the event any Unit Owner shall fail to make prompt payment of his Common Charges, such Unit Owner shall be obligated to pay interest at the legal rate on such unpaid Common Charges computed from the due date thereof, together with all expenses, including, without limitation, attorneys' fees, paid or incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or in an action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. The Board of Managers shall have the right and obligation to institute all proceedings deemed necessary or desirable by the Board of Managers to recover such unpaid Common Charges, together with interest thereon computed as aforesaid, and the expenses of any such proceeding.

SECTION 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal

with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same.

SECTION 8. Statement of Common Charges. The Board of Managers shall promptly provide any Unit Owner so requesting the same in writing with a written statement of all unpaid Common Charges due from such Unit Owner.

SECTION 9. Maintenance and Repairs. All maintenance, repairs and replacements in or to any Unit other than to the Common Elements contained therein, whether structural or non-structural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of the doors, windows, storm windows and screens, and electrical, plumbing, heating and air-conditioning fixtures within the Unit or belonging to the Unit Owner shall be performed by and at the Unit Owner's cost and expense except as otherwise expressly provided to the contrary herein.

All maintenance, repairs and replacements in or to the Common Elements and the painting and decorating of the exterior doors and exterior window sash shall be performed by the Board of Managers and the cost and expense thereof shall be charged to all the Unit Owners as a common expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such cost and expense shall be charged to such Unit Owner.

SECTION 10. Terraces and Balconies. A terrace or balcony to which there is direct access from the interior of a Unit shall be for the exclusive use of the Unit Owner of such Unit. Any such terrace or balcony shall be kept free and clear of snow, ice and any other undue accumulation by the Unit Owner of such Unit who shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All other repairs in, to or with respect to such terrace or balcony shall be made by the Board of Managers and charged to all the Unit Owners as a common expense.

SECTION 11. Restrictions on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be

in accordance with the provisions of all valid zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property or the use and occupancy thereof. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to all or any portion of the Property, shall be eliminated by and at the sole cost and expense of the Unit Owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

No unlawful use shall be made of the Property or any part thereof.

No portion of a Unit (other than the entire Unit) may be rented, and no transient may be accommodated therein.

SECTION 12. Additions, Alterations or Improvements by the Board of Managers. Whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements costing in excess of \$5,000, no such additions, alterations or improvements shall be made unless and until the same shall have been approved by a majority of the Unit Owners present and voting at a meeting at which a quorum is present, and, if such approval shall be granted, the Board of Managers shall proceed with such additions, alterations or improvements. Any additions, alterations or improvements costing \$5,000 or less may be made by the Board of Managers without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements shall constitute part of the common expenses and shall be assessed to the Unit Owners as a Common Charge.

SECTION 13. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his

Unit without the prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after such request, and the failure to do so within the stipulated time shall constitute the Board of Managers' consent to the proposed addition, alteration or improvement. Any application to any department of the Village of Pleasantville or to any other governmental authority having jurisdiction thereof for a permit to make a structural addition, alteration or improvement in or to any Units so approved by the Board of Managers shall be executed by the Board of Managers provided that the Board of Managers shall incur no liability in connection with such application or to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 13 shall not apply to Units owned by the Sponsor until such Units shall have been initially sold and conveyed by the Sponsor.

SECTION 14. Use of Common Elements. No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways or any other part of the Common Elements other than in and by the tenant on a terrace or balcony to which a Unit has direct access. The public halls and stairways shall be used only for normal passage. The provisions of this Section 14 shall not apply to the Sponsor until such time as all Units have been initially sold and conveyed by the Sponsor.

SECTION 15. Right of Access. A Unit Owner shall grant a right of access to his Unit to the Board of Managers, the managing agent, the manager and/or any person authorized by the Board of Managers, the managing agent or the manager, for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or all or any part of the Common Elements, or for the purpose of performing installations, alterations or repairs to the portions of the Common Elements within his Unit or elsewhere in the Building in which such Unit is located, or for the purpose of reading, maintaining or replacing utility meters relating to the Common Elements, his Unit or any other Unit in the Building in which such Unit is located, provided that requests for such entry are made in advance and that any

such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether or not the Unit Owner is present.

SECTION 16. Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations concerning the use of the Units and of the Common Elements. The Board of Managers may from time to time modify, amend or add to such rules and regulations except that a majority of the Unit Owners present and voting at a meeting at which a quorum is present may overrule the Board. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Managers to each Unit Owner not less than thirty (30) days prior to the effective date thereof.

SECTION 17. Heat, Water Changes and Sewer Rents. Water shall be supplied to all Units and the Common Elements through one or more common meters and the Board of Managers shall pay, as a common expense, all charges for water consumed on the Property (including the Units) promptly after the bills for the same shall have been rendered. Heat and hot water will also be supplied to all Units and the Common Elements and paid for by the Board as a common expense. Upon the request of any Unit Owner proposing to sell and/or mortgage his Unit, the Board of Managers shall execute and deliver to the purchaser or mortgagee of such Unit or to the purchaser's or mortgagee's title insurance company, as the case may be, a letter agreeing to pay all charges for water and sewer rents affecting the Property (including such Unit) as of the date of the title or mortgage closing for such Unit promptly after such charges shall have been billed.

SECTION 18. Electricity. Electricity shall be supplied by the public utility company serving the area in which the Property is located directly to each Unit through a separate meter and each Unit Owner shall be required to pay for all electricity consumed or used in his Unit. Electricity supplied to the Common Elements shall be separately metered and the Board of Managers shall pay for all electricity consumed or used in the Common Elements as a common expense.

ARTICLE VII

MORTGAGES

SECTION 1. Notice to Board of Managers. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. A Unit Owner who satisfies a mortgage covering his Unit shall also notify the Board of Managers thereof and shall file a conformed copy of the Satisfaction of Mortgage with the Board of Managers. The Board of Managers shall maintain such information in a book entitled "Mortgages of Units".

SECTION 2. Notice of Default and Unpaid Common Charges. Whenever so requested in writing by the mortgagee of a Unit, the Board of Managers shall promptly report any default in the payment of Common Charges or any other default by the Unit Owner of such Unit under the provisions of the Declaration or these By-Laws which may to the Board's knowledge then exist. The Board of Managers, when giving notice to a Unit Owner of any such default, shall also send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Managers.

SECTION 3. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times.

ARTICLE VIII

SELLING, LEASING AND MORTGAGING OF UNITS

SECTION 1. Selling and Leasing. No Unit Owner other than the Sponsor may sell or lease his Unit except by complying with the following provisions:

Any Unit Owner who receives a bona fide offer to (a) purchase his Unit together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers or its designee on behalf of all Unit Owners, or his interest in the proceeds of the

sale or lease of such Units, if any; (iii) the Unit Owner's membership in the Association; and (iv) the interest of such Unit Owner in any other assets of the Condominium (herein collectively called the "Appurtenant Interests"), or (b) lease his Unit (such offer to purchase or lease a Unit, as the case may be, is called an "Outside Offer" and the party making any such Outside Offer is called an "Outside Offeror"), which he intends to accept shall give notice by certified or registered mail to the Board of Managers of the receipt of such Outside Offer and of his intention to accept the Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require. The giving of such notice to the Board of Managers shall constitute an offer by such Unit Owner to sell his Unit together with the Appurtenant Interests or to lease his Unit to the Board of Managers or its designee, on behalf of all other Unit Owners, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Unit Owner who has received such Outside Offer, to the Board of Managers, on behalf of all Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within twenty (20) days after receipt of such notice, the Board of Managers may elect, by notice to such Unit Owner, by certified or registered mail, to purchase such Unit together with the Appurtenant Interests or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee), on behalf of all Unit Owners, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

In the event the Board of Managers shall timely elect to purchase such Unit together with the Appurtenant Interests or to lease such Unit, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed at the office of the attorneys for the Condominium in accordance with the terms of the Outside Offer within forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. If, pursuant to such Outside Offer to purchase said Unit, the Outside Offeror was to assume or take title to the Unit subject to the selling Unit Owner's existing mortgage, the Board of Managers may purchase the Unit and assume or take title to the Unit subject to said existing mortgage, as the case may be. At the closing, the Unit Owner, if such Unit together with the Appurtenant Interests is to

be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-0 of the Real Property Law of the State of New York, with all tax and/or documentary stamps affixed and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers or to its designee a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

In the event the Board of Managers or its designee shall fail to accept such offer within twenty (20) days after receipt of notice, as aforesaid, the offering Unit Owner shall be free to accept the Outside Offer within sixty (60) days after the expiration of the period in which the Board of Managers or its designee might have accepted such offer. In the event the offering Unit Owner shall not, within such sixty (60)-day period, accept the Outside Offer or if the Unit Owner shall accept the Outside Offer within such sixty (60)-day period but such sale or lease, as the case may be, shall not be consummated, then, should such offering Unit Owner thereafter elect to sell such Unit together with the Appurtenant Interests or to lease such Unit, as the case may be, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section.

Any lease executed in connection with the acceptance of any Outside Offer to lease a Unit shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, that the tenant shall not assign his interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Board of Managers and that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of a default by the tenant in the performance of its obligations under such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of lease recommended by the Real Estate Board of New York, Inc., shall provide that the Board of Managers may enter into a sublease of the premises and shall contain such other modifications as shall be approved in writing by the Board of Managers.

Any purported sale or lease of a Unit in violation of this Section shall be voidable at the election of the Board of Managers.

SECTION 2. Consent of Unit Owners to Purchase or Lease of Units by Board of Managers. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners present and voting at a meeting at which a quorum is present.

SECTION 3. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the Appurtenant Interests of all Units.

SECTION 4. Release by Board of Managers of Right of First Refusal. The right of first refusal contained in Section 1 of this Article VIII may be released or waived by the Board of Managers only in the manner provided in Section 5 of this Article VIII. In the event the Board of Managers shall release or waive its right of first refusal as to any Unit, such Unit, together with the Appurtenant Interests, may be sold, conveyed or leased, free and clear of the provisions of said Section 1.

SECTION 5. Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary of the Condominium stating that the provisions of Section 1 of this Article VIII have been met by a Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Board of Managers, and that as a result thereof the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers and the Unit Owners in favor of all persons who rely on such certificate in good faith. The Board of Managers shall furnish such certificate upon request to any Unit Owner in respect to whom the pro-

visions of said Section have terminated for a fee not to exceed twenty (\$20.00) dollars.

SECTION 6. Financing of Purchase of Units by Board of Managers. The purchase of any Unit by the Board of Managers or its designee, on behalf of all Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate any such purchase, the Board of Managers may levy an assessment against each Unit Owner in proportion to his interest in the Common Elements, as a Common Charge, which assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article VI, or the Board of Managers may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with the Appurtenant Interests.

SECTION 7. Exceptions. The provisions of Section 1 of this Article VIII shall not apply with respect to any lease, sale or conveyance of any Unit together with the Appurtenant Interests by (a) the Unit Owner thereof to his spouse, children, parents, siblings or to any one or more of them, (b) the Sponsor, (c) the Board of Managers, or (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Article.

SECTION 8. Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Article.

SECTION 9. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Managers, or its Designee, on Behalf of All Unit Owners as Tenants-in-Common. In the event that any Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit other than the rights of partition with respect to the entire Property as herein provided.

SECTION 10. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid Common Charges theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

SECTION 11. Mortgaging of Units. No Unit Owner shall mortgage his Unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender (herein collectively called "permitted mortgages"). Any such mortgage shall be substantially in the form on file in the office of the Board of Managers, except for such changes or additions thereto as may be necessary in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers. Notwithstanding the foregoing, a selling Unit Owner may take back a purchase money mortgage from the purchaser of such Unit.

ARTICLE IX

CONDEMNATION

SECTION 1. Condemnation. In the event of a taking in condemnation or by eminent domain of all or any part of the Common Elements, the award made for such taking shall be payable to the Board of Managers if the award does not exceed \$50,000 and shall be payable to the Insurance Trustee if it exceeds \$50,000. If 75% in number and in common interest of all Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% in number and in common interest of all Unit Owners do not duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, as the case may be, shall distribute the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the

damage as provided in Section 3 of Article VI. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

ARTICLE X

RECORDS

SECTION 1. Records and Audits. The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures as well as a separate account for each Unit, which, among other things, shall contain the amount of each assessment of Common Charges against each Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid. An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all Unit Owners promptly after the end of each fiscal year. Copies of the Declaration, these By-Laws, the Rules and Regulations and floor plans of the Buildings and Units, as the same may be amended from time to time, shall be maintained at the office of the Board of Managers and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE XI

MISCELLANEOUS

SECTION 1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

SECTION 2. 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 hereof.

SECTION 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

SECTION 4. Waiver. 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 5. Insurance Trustee. The Insurance Trustee shall be The Bank of New York until it shall resign or be replaced by the Board of Managers. In either such event the Board of Managers shall appoint a New Insurance Trustee which shall be a bank or trust company having an office located in New York City or Westchester County. The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a common expense of the Condominium.

ARTICLE XII

AMENDMENTS TO BY-LAWS

SECTION 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of 66-2/3% in number and in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose, but only with the written approval of those mortgagees holding mortgages constituting first liens upon 40 or more Units.

For as long as Sponsor remains the owner of one or more Units, these By-Laws may not be amended so as to adversely affect Sponsor without Sponsor's prior written consent.

ARTICLE XIII

CONFLICTS

SECTION 1. Conflicts. These By-Laws are intended to comply with the requirements of Article 9-B of the Real Property Law of the State of New York and all other applic-

able laws. In case any of these By-Laws conflict with the provisions of said statute, the Declaration or any other applicable law, the provisions of said statute, the Declaration or such other applicable law, as the case may be, shall control.

EXHIBIT P-1

MANAGEMENT AGREEMENT

Agreement made this day of , 197 ,
between the Board of Managers of Foxwood Condominium II,
a condominium regime organized pursuant to Article 9-B of
the Real Property Law of the State of New York, as amended,
having an office at Bedford Road, Village of Pleasantville,
New York (hereinafter called the "Condominium") and Baker-
Firestone, Inc., a New York corporation having an office
at 316 Courtland Avenue, Stamford, Connecticut (hereinafter
called the "Agent").

W I T N E S S E T H :

In consideration of the mutual promises herein
contained, the parties hereto agree as follows:

1. The Condominium hereby appoints the Agent as
the exclusive managing agent of that portion of the Con-
dominium's property comprising the Common Elements and the
Agent hereby accepts appointment as such upon the terms
and conditions hereinafter provided.

2. This Agreement shall be for a term commencing
on the date of the closing of title to the first Unit and
expiring on the thirtieth day following the day that the
Agent shall relinquish control of the Board of Managers of
the Condominium.

3. The Agent agrees as follows:

(a) To hold and maintain, on behalf of all Unit
Owners, Units acquired or leased by the Condominium.

(b) To use its best efforts in collecting the
Common Charges and in making disbursements from said
Common Charges in connection with the services to be
rendered by the Agent hereunder.

At the request of the Condominium, the Agent
shall, in the name of and at the expense of the
Condominium, institute any and all legal actions or
proceedings for the collection of any unpaid Common
Charges assessed against a Unit.

All monies received by the Agent for or on behalf of the Condominium (less any sums properly deducted by the Agent pursuant to this Agreement) shall be deposited in a bank in a special account maintained by and in the name of the Condominium and not commingled with the funds of the Agent; provided, however, that the Agent shall have the right to draw checks and make withdrawals from such account for the purpose of paying all expenses incurred by it in connection with the performance of its services hereunder.

(c) To make, or cause to be made, in the name of and at the expense of the Condominium, such ordinary repairs to the Common Elements as may be advisable or necessary, and to purchase supplies incidental thereto. The expense to be incurred for any one item of repair shall not exceed the sum of \$2,000 unless authorized in writing by the Condominium. The Agent shall allow to the Condominium any rebate or discount which the Agent shall obtain in connection therewith.

(d) To make, in the name of and at the expense of the Condominium, contracts for electricity, gas, telephone, window cleaning, vermin extermination, snow removal, garbage collection, and such other services as the Agent shall deem advisable in connection with the operation and maintenance of the Common Elements.

(e) To supervise the work of and to hire and discharge employees in connection with the services to be rendered hereunder. It is expressly understood and agreed, however, that all employees are in the employ of the Condominium solely and not in the employ of the Agent and that the Agent is in no wise liable to employees for their wages or compensation nor to the Condominium or others for any act or omission on the part of such employees.

Employees who handle or are responsible for the Condominium's monies shall be bonded by a fidelity bond. In connection with Unemployment Insurance and Social Security Taxes, the Agent will furnish the Condominium a copy of the payroll and, at the request of the Condominium, prepare additional reports as required.

(f) To render to the Condominium an estimate of the Common Charges required for the maintenance and operation of the Condominium's property and to

render to the Condominium a monthly statement of receipts and disbursements, remitting to the Condominium any balance shown to be due. Such disbursements shall include the compensation of the Agent for its services hereunder on the basis hereinafter provided.

(g) To attend all meetings of the Board of Managers and Unit Owners to the extent so requested, but not exceeding attendance at fifteen (15) such meetings during the term hereof, and to advise and counsel them and answer inquiries with respect to all matters pertaining to the operation of the Condominium's property.

(h) To obtain and maintain, at the direction of the Condominium, policies of fire insurance, Workmen's Compensation insurance, public liability insurance, and such other insurance as the Condominium may determine necessary.

4. The Condominium agrees as follows:

(a) To reimburse the Agent upon demand for any monies which the Agent is required to pay out for any reason whatsoever either in connection with, or as an expense in defense of, any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against the Agent or the Condominium and the Agent, jointly or severally, arising out of or due to the condition or use of the Condominium's property or the acts or omissions of the Condominium's officers, agents, servants, employees or contractors.

(b) To promptly defend, at its own cost and expense, any claim, action or proceeding brought against the Agent or the Agent and the Condominium, jointly or severally, arising out of or in connection with this Agreement, and to hold harmless and fully indemnify the Agent from any judgment, loss or settlement on account thereof.

(c) To promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of all governmental authorities affecting the Common Elements.

(d) To pay to Agent during the term hereof a fee at the annual rate of \$21 for each Unit owned by a person other than the Agent, such fee to be paid in

monthly installments on the first day of each month during the term hereof. Each such installment to be determined by multiplying the number of Units so owned on such day by \$1.75, except, however, the first and last monthly installments shall be equitably apportioned if the term of this Agreement does not begin or end on the first or last day of a calendar month.

5. The Agent shall have full authority to enter into all contracts as agent for and on behalf of the Condominium necessary to carry out its duties hereunder.

6. The parties executing this Agreement on behalf of the Condominium have done so only in their respective capacities as ~~members of the Board of Managers and~~ as agents for all Unit Owners and have no personal liability hereunder (except as Unit Owners). Each Unit Owner's liability hereunder shall be limited to such proportion of the total liability hereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

7. Any notices, consents, approvals, submissions or demands which either party hereto shall be required or desire to give or make hereunder shall be by certified mail, return receipt requested, addressed to the respective parties at the address first above written or at such other address as either party shall designate by like notice to the other.

8. If the Agent is prevented from performing any act required to be performed hereunder by reason of fire, catastrophe, strikes, civil commotion, acts of God or the public enemy, government prohibitions, inability to obtain materials or labor, or for any other reason beyond the reasonable control of the Agent, the Agent shall be excused from such performance during the period that such act cannot be performed for any of the foregoing reasons.

9. Unless otherwise provided herein, all defined words and terms appearing in this Agreement shall be as defined in the Declaration of Condominium dated _____, 197____, recorded in the Westchester County Clerk's Office in Liber _____ at page _____ and in the Offering Plan dated _____, covering the Condominium.

10. This Agreement constitutes the entire agreement between the parties and cannot be changed, modified,

amended or terminated unless such change, modification, amendment or termination is in writing and executed by the party against which enforcement thereof is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOXWOOD CONDOMINIUM II

By _____
Member of Board of Managers

BAKER-FIRESTONE, INC.

By _____
Vice President

EXHIBIT P-2

MANAGEMENT AGREEMENT

Agreement made this day of , 197 ,
between the Board of Directors of Manville Lane Homeowners
Association, Inc., a New York not-for-profit corporation
having an office at Bedford Road, Village of Pleasantville,
New York (hereinafter called the "Association") and Baker-
Firestone, Inc., a New York corporation having an office
at 316 Courtland Avenue, Stamford, Connecticut (hereinafter
called the "Agent").

W I T N E S S E T H :

In consideration of the mutual promises herein
contained, the parties hereto agree as follows:

1. The Association hereby appoints the Agent as
the exclusive managing agent for the Association's proper-
ties and those for which it has maintenance responsibili-
ties (collectively the "Properties") and the Agent hereby
accepts appointment as such upon the terms and conditions
hereinafter provided.
2. This Agreement shall be for a term commencing
on the date of the closing of title to the first unit in
the Foxwood Condominium and expiring on the thirtieth day
following the day that the Agent shall relinquish control of
the Board of Directors of the Association.
3. The Agent agrees as follows:
 - (a) To hold and maintain, on behalf of the As-
sociation all units acquired or leased by the Asso-
ciation in the Foxwood Condominium II or in any other
condominium whose residents are members of the Asso-
ciation.
 - (b) To use its best efforts in collecting the
Association's assessments and in making disbursements
from said assessments in connection with the services
to be rendered by the Agent hereunder.

At the request of the Association, the Agent
shall, in the name of and at the expense of the

Association, institute any and all legal actions or proceedings for the collection of any unpaid assessments, including foreclosure of the Association's lien on any unit for unpaid assessments.

All monies received by the Agent for or on behalf of the Association (less any sums properly deducted by the Agent pursuant to this Agreement) shall be deposited in a bank in a special account maintained by and in the name of the Association and not commingled with the funds of the Agent; provided, however, that the Agent shall have the right to draw checks and make withdrawals from such account for the purpose of paying all expenses incurred by it in connection with the performance of its services hereunder.

(c) To make, or cause to be made, in the name of and at the expense of the Association, such ordinary repairs to the Properties as may be advisable or necessary, and to purchase supplies incidental thereto. The expense to be incurred for any one item of repair shall not exceed the sum of \$2,000 unless authorized in writing by the Association. The Agent shall allow to the Association any rebate or discount which the Agent shall obtain in connection therewith.

(d) To make, in the name of and at the expense of the Association, contracts for electricity, gas, telephone, window cleaning, vermin extermination, snow removal, and such other services as the Agent shall deem advisable in connection with the operation and maintenance of the Properties.

(e) To supervise the work of and to hire and discharge employees in connection with the services to be rendered hereunder. It is expressly understood and agreed, however, that all employees are in the employ of the Association solely and not in the employ of the Agent and that the Agent is in no wise liable to employees for their wages or compensation nor to the Association or others for any act or omission on the part of such employees.

Employees who handle or are responsible for the Association's monies shall be bonded by a fidelity bond. In connection with Unemployment Insurance and Social Security Taxes, the Agent will furnish the Association a copy of the payroll and, at the request of the Association, prepare additional reports as required.

(f) To render to the Association an estimate of the assessments required for the maintenance and operation of the Properties and to render to the Association a monthly statement of receipts and disbursements, remitting to the Association any balance shown to be due. Such disbursements shall include the compensation of the Agent for its services hereunder on the basis hereinafter provided.

(g) To attend all meetings of the Board of Directors and the members to the extent so requested, but not exceeding attendance at fifteen (15) such meetings during the term hereof, and to advise and counsel them and answer inquiries with respect to all matters pertaining to the operation of the Properties.

(h) To obtain and maintain, at the direction of the Association, policies of fire insurance, Workmen's Compensation insurance, public liability insurance, and such other insurance as the Association may determine necessary.

4. The Association agrees as follows:

(a) To reimburse the Agent upon demand for any monies which the Agent is required to pay out for any reason whatsoever either in connection with, or as an expense in defense of, any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against the Agent or the Condominium and the Agent, jointly or severally, arising out of or due to the condition or use of the Properties or the acts or omissions of the Association's officers, agents, servants, employees or contractors.

(b) To promptly defend, at its own cost and expense, any claim, action or proceeding brought against the Agent or the Agent and the Association, jointly or severally, arising out of or in connection with this Agreement, and to hold harmless and fully indemnify the Agent from any judgment, loss or settlement on account thereof.

(c) To promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of all governmental authorities affecting the Properties.

(d) To pay to Agent during the term hereof a fee at the annual rate of \$24 for each membership in the Association, other than those held by the Agent, such fee to be paid in monthly installments on the first day of each month during the term hereof. Each such installment to be determined by multiplying the number of such memberships by \$2.00, except, however, the first and last monthly installments shall be equitably apportioned if the term of this Agreement does not begin or end on the first or last day of a calendar month.

5. The Agent shall have full authority to enter into all contracts as agent for and on behalf of the Association necessary to carry out its duties hereunder.

6. The parties executing this Agreement on behalf of the Association have done so only in their respective capacities as members of the Board of Directors of the Association and have no personal liability hereunder.

7. Any notices, consents, approvals, submissions or demands which either party hereto shall be required or desire to give or make hereunder shall be by certified mail, return receipt requested, addressed to the respective parties at the address first above written or at such other address as either party shall designate by like notice to the other.

8. If the Agent is prevented from performing any act required to be performed hereunder by reason of fire, catastrophe, strikes, civil commotion, acts of God or the public enemy, government prohibitions, inability to obtain materials or labor, or for any other reason beyond the reasonable control of the Agent, the Agent shall be excused from such performance during the period that such act cannot be performed for any of the foregoing reasons.

9. This Agreement constitutes the entire agreement between the parties and cannot be changed, modified, amended or terminated unless such change, modification, amendment or termination is in writing and executed by the party against which enforcement thereof is sought.

IN WITNESS WHEREOF, the parties hereto have

executed this Agreement as of the day and year first above written.

MANVILLE LANE HOMEOWNERS
ASSOCIATION, INC.

By _____
Member of Board of Directors

BAKER-FIRESTONE, INC.

By _____
Vice President

SCHEDULE A

to

BY-LAWS

RULES AND REGULATIONS FOR CONDOMINIUM

1. No part of the Property shall be used for any purpose except housing and the related purposes for which the Property was designed.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Managers except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.

3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any of the Buildings or contents thereof applicable for residential use (or permitted professional purposes) without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any of the Buildings or contents thereof or which would be in violation of any law. No waste shall be committed in the Common Elements.

4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a Building, and no sign, awning, canopy, shutter or radio or television antenna (except for master antenna system) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior written consent of the Board of Managers.

5. No animals or reptiles of any kind shall be raised, bred or kept in any Unit or the in the Common Elements, except that dogs, cats or other household pets, not to exceed two per Unit, may be kept in Units, subject to the rules and regulations adopted by the Board of Managers,

provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property subject to these restrictions upon three (3) days' written notice from the Board of Managers. In no event shall any pet be permitted in any portion of the Common Elements unless carried or on a leash, or in any grass or garden plot under any circumstances.

6. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

7. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Buildings or which would structurally change any of the Buildings.

8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

9. Except in recreational or storage areas designated as such by the Board of Managers, there shall be no playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that terraces and balconies may be used for their intended purposes. Storage by Unit Owners in areas designated by the Board of Managers shall be at the Unit Owner's risk.

10. Except to the extent permitted by law and as otherwise provided in the Declaration of Condominium and/or By-Laws, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the Property nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is re-

served by the Sponsor and the Board of Managers to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet.

11. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Managers.

12. No public hall of any Building shall be decorated or furnished by any Unit Owner in any manner without prior written consent of the Board of Managers.

13. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substance.

14. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

15. The agents of the Board of Managers or the managing agent, and any contractor or workmen authorized by the Board of Managers or the managing agent, may enter any room or Unit in the Buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

16. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

17. No garbage cans shall be placed in the halls or on the staircase landings, nor shall anything be hung from the outside of the windows, terraces or balconies or

placed upon the window sills, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies or terraces.

18. No washing of automobiles shall take place on any portion of the Property nor shall the parking area be used for any purpose other than to park automobiles excluding, specifically, trucks, commercial vehicles or trailers.

19. No terrace or balcony shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Managers.

20. No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance.

21. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers, whether for such Unit or any automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

22. Draperies, blinds or curtains must be installed by each Unit Owner on all windows of his or her Unit and must be maintained in said windows at all times.

EXHIBIT Q

[Letterhead of Debevoise, Plimpton, Lyons & Gates]

May __, 1977

Baker-Firestone, Inc.
316 Courtland Avenue
Stamford, Connecticut 06906

Offering Plan for Foxwood Condominium II

Dear Sirs:

We have acted as your counsel in connection with the preparation and processing of your Offering Plan, dated May __, 1977, for the sale of dwelling units in the Foxwood Condominium II (the "Offering Plan").

We have examined the Offering Plan together with all Exhibits thereto, including, the Declaration of Condominium and By-Laws and have examined and relied upon the originals or copies certified to our satisfaction of such other documents, certificates and instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below. Capitalized terms used herein without definition shall have the meanings assigned to them in the Offering Plan.

Based on the foregoing, we are of the following opinion:

1. The condominium regime, when created pursuant to the Offering Plan, Declaration of Condominium, By-Laws and other related documents, will be validly formed, and the provisions of the Declaration of Condominium and By-Laws will be legal and valid and the condominium regime will comply with the rule against perpetuities and all other laws regarding restrictions against alienation.

2. The condominium, when constructed substantially in accordance with the plans and specifications attached to and made a part of the Offering Plan and the Declaration of Condominium, will be in compliance with the applicable zoning regulations, and, upon the issuance of the Certificate of Occupancy with respect thereto, will be in compliance with applicable state and local building regulations.

3. Each Unit Owner will be entitled under present law to deduct for Federal and New York State income tax purposes the real estate taxes assessed against his Unit and paid by him and the amount paid by him on account of interest on any mortgage indebtedness covering such Unit.

Very truly yours,

**EXHIBIT R
FOXWOOD CONDOMINIUM, PLEASANTVILLE, WESTCHESTER COUNTY, NEW YORK**

DISCLOSURE STATEMENT REQUIRED BY FEDERAL LAW WITH RESPECT TO
ADVERTISING THE CREDIT SALE OF CONDOMINIUM UNITS BY OWNER-
LENDER SECURED BY FIRST MORTGAGE ON PREMISES

	(1) Pembroke (First Floor) A 1 Bedroom	(2) Pembroke (Second Floor) A 1 Bedroom	(3) Pembroke B (First Floor) A 1 Bedroom	(4) Pembroke B (Second Floor) A 1 Bedroom	(5) Warwick (First Floor) B 1 Bedroom	(6) Warwick (Second Floor) B 1 Bedroom	(7) Caxton B2 1 Bedroom	(8) Linacre (First Floor) C 2 Bedrooms	(9) Linacre (Second Floor) C 2 Bedrooms
Cash Price	\$42,800	\$43,300	\$44,100	\$44,600	\$52,150	\$52,650	\$53,650	\$51,990	\$52,490
Cash Down Payment	4,280	4,330	4,410	4,460	5,215	5,265	5,365	5,200	5,250
Maximum Mortgage Loan (The "Credit") which The Williamsburgh Sav- ings Bank will purchase from the Sponsor	38,520	38,970	39,690	40,140	46,935	47,385	48,285	46,790	47,240
Number of payments scheduled to repay the indebtedness if the Credit is extended	360*	360*	360*	360*	360*	360*	360*	360*	360*
A. It of each payment scheduled to repay the indebtedness if the Credit is extended	296.22	299.68	305.22	308.68	360.93	364.39	371.31	359.82	363.28
Due dates of payments scheduled to repay the indebtedness if the Credit is extended	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**
ANNUAL PERCENTAGE RATE	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%

*If the Credit closes other than on the first day of a month and prior to the fifteenth day thereof, there will be one additional payment of interest only covering the period from the date of the closing of the Credit to (and payable on) the first day of the following month.

**Commencing on the first day of the month following the first full month following closing of the Credit.

**AMENDED
SEE INSIDE
COVER**

AMENDED
SEE INSIDE
COVER

(203)

EXHIBIT R
FOXHOOD CONDOMINIUM, PLEASANTVILLE, WESTCHESTER COUNTY, NEW YORK
DISCLOSURE STATEMENT REQUIRED BY FEDERAL LAW WITH RESPECT TO
ADVERTISING THE CREDIT SALE OF CONDOMINIUM UNITS BY OWNER-
LENDER SECURED BY FIRST MORTGAGE ON PREMISES

	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Cash Price	Lancashire C2 2 Bedrooms	Stuart (First Floor) D 2 Bedrooms	Stuart (Second Floor) D 2 Bedrooms	Somerset D2 2 Bedrooms	Clarendon (First Floor) E 3 Bedrooms	Clarendon (Second Floor) E 3 Bedrooms	York T 3 Bedrooms	Westminister S 3 Bedrooms
Cash Down Payment	\$55,390	\$60,350	\$60,950	\$62,350	\$64,700	\$65,700	\$75,000	\$75,000
Maximum Mortgage Loan (The "Credit") which The Williamsburgh Savings Bank will purchase from the Sponsor	5,540	6,035	6,095	6,235	6,470	6,570	7,500	7,500
Number of payments scheduled to repay the indebtedness if the Credit is extended	49,850	54,315	54,855	56,115	58,230	59,130	67,500	67,500
Amount of each payment scheduled to repay the indebtedness if the Credit is extended	360*	360*	360*	360*	360*	360*	360*	360*
Due dates of payments scheduled to repay the indebtedness if the Credit is extended	383.35	417.68	421.83	431.52	447.79	454.71	519.08	519.08
ANNUAL PERCENTAGE RATE	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**
	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%

*If the Credit closes other than on the first day of a month and prior to the fifteenth day thereof, there will be one additional payment of interest only covering the period from the date of the closing of the Credit to (and payable on) the first day of the following month.
**Commencing on the first day of the month following the first full month following closing of the Credit.

AMENDMENT NO. 1

Dated May 20, 1977

FOXWOOD CONDOMINIUM II

The Offering Plan, dated May 13, 1977, and the Exhibits attached thereto are hereby amended as follows:

1. The description of Unit Numbers and Related Information contained on pages 6A, 6B and 6C of the Offering Plan is deleted in its entirety and the attached pages 6A, 6B and 6C are substituted therefor.
2. Exhibit C is deleted in its entirety and the attached Exhibit C is substituted therefor.
3. Schedule B to Exhibit N is deleted in its entirety and the attached Schedule B is substituted therefor.
4. Exhibit R is deleted in its entirety and the attached Exhibit R is substituted therefor.

UNIT NUMBERS AND RELATED INFORMATION

(For additional information concerning sales prices and monthly costs for the first year of operation, see Exhibit C)

<u>Unit Number</u>	<u>Type</u>	<u>Floor</u>	<u>Number of Bedrooms</u>	<u>Estimated Net Square Ft.</u>	<u>% Common Elements</u>	<u>Sales Price*</u>
1-1	LINACRE	1	2	1,035	1.0684	54,490
1-2	LINACRE	1	2	1,035	1.0684	
1-3	WARWICK	1	1	1,056	1.0716	
1-4	PEMBROKE	1	1	760	.8795	
1-5	LANCASHIRE	2	2	1,117	1.1383	
1-6	LINACRE	2	2	1,035	1.0786	
1-7	WARWICK	2	1	1,056	1.0819	
1-8	PEMBROKE	2	1	760	.8898	
2-1	WARWICK	1	1	1,056	1.0716	54,950
2-2	PEMBROKE	1	1	760	.9062	
2-3	CLARENDON	1	3	1,360	1.3295	
2-4	STUART	1	2	1,275	1.2401	
2-5	CAXTON	2	1	1,092	1.1025	
2-6	PEMBROKE	2	1	760	.9165	
2-7	CLARENDON	2	3	1,360	1.3500	
2-8	SOMERSET	2	2	1,297	1.2812	
3-1	LINACRE	1	2	1,035	1.0684	54,490
3-2	STUART	1	2	1,275	1.2401	
3-3	WARWICK	1	1	1,056	1.0716	
3-4	LINACRE	1	2	1,035	1.0684	
3-5	LINACRE	2	2	1,035	1.0786	
3-6	STUART	2	2	1,275	1.2525	
3-7	WARWICK	2	1	1,056	1.0819	
3-8	LANCASHIRE	2	2	1,117	1.1383	
4-1	PEMBROKE	1	1	760	.8795	43,900
4-2	STUART	1	2	1,275	1.2401	
4-3	WARWICK	1	1	1,056	1.0716	
4-4	LINACRE	1	2	1,035	1.0684	
4-5	PEMBROKE	2	1	760	.8898	
4-6	STUART	2	2	1,275	1.2525	
4-7	WARWICK	2	1	1,056	1.0819	
4-8	LANCASHIRE	2	2	1,117	1.1383	

* For information concerning closing costs, including the requirement that purchasers of Units pay a portion of the Cash Costs for a Unit to be used by a resident superintendent, see pages 35-36.

UNIT NUMBERS AND RELATED INFORMATION

(For additional information concerning sales prices and estimated monthly costs for the first year of operation, see Exhibit C)

Unit Number	Type	Floor	Number of Bedrooms	Estimated Net Square Ft.	% Common Elements	Sales Price*
-1	YORK	Th	3	1,582	1.5412	76,500
-2	WARWICK	1	1	1,056	1.0716	54,950
-3	LINACRE	1	2	1,035	1.0684	54,490
-4	LINACRE	1	2	1,035	1.0684	54,490
-5	WARWICK	2	1	1,035	1.0684	54,490
-6	LINACRE	2	2	1,056	1.0819	55,450
-7	LINACRE	2	2	1,035	1.0786	54,990
-8	LANCASHIRE	2	2	1,035	1.0786	54,990
-9	YORK	Th	3	1,117	1.1383	57,890
-10	YORK	Th	3	1,582	1.5412	76,500
-1	LINACRE	1	2	1,035	1.0684	54,490
-2	LINACRE	1	2	1,035	1.0684	54,490
-3	LINACRE	1	2	1,035	1.0684	54,490
-4	PEMBROKE	1	1	760	.8795	43,900
-5	LANCASHIRE	2	2	1,117	1.1383	57,890
-6	LINACRE	2	2	1,035	1.0786	54,990
-7	LINACRE	2	2	1,035	1.0786	54,990
-8	PEMBROKE	2	1	760	.8898	44,400
-1	STUART	1	2	1,275	1.2401	63,350
-2	CLARENDON	1	3	1,360	1.3295	66,200
-3	LINACRE	1	2	1,035	1.0684	54,490
-4	WARWICK	1	1	1,056	1.0716	54,950
-5	SOMERSET	2	2	1,297	1.2812	64,350
-6	CLARENDON	2	3	1,360	1.3500	67,200
-7	LINACRE	2	2	1,035	1.0786	54,990
-8	CAXTON	2	1	1,092	1.1025	56,650
-1	LINACRE	1	2	1,035	1.0684	54,490
-2	LINACRE	1	2	1,035	1.0684	54,490
-3	PEMBROKE	1	1	760	.9062	45,100
-4	PEMBROKE	1	1	760	.8795	43,900
-5	LANCASHIRE	2	2	1,117	1.1383	57,890
-6	LINACRE	2	2	1,035	1.0786	54,990
-7	PEMBROKE	2	1	760	.9165	45,600
-8	PEMBROKE	2	1	760	.8898	44,400

For information concerning closing costs, including the requirement that purchasers of units pay a portion of the Cash Costs for a Unit to be used by a resident superintendent, see pages 35-36.

UNIT NUMBERS AND RELATED INFORMATION

(For additional information concerning sales prices and estimated monthly costs for the first year of operation, see Exhibit C)

<u>Unit Number</u>	<u>Type</u>	<u>Floor</u>	<u>Number of Bedrooms</u>	<u>Estimated Net Square Ft.</u>	<u>% Common Elements</u>	<u>Sales Price*</u>
-1	WARWICK	1	1	1,056	1.0716	54,950
-2	WARWICK	1	1	1,056	1.0716	54,950
-3	LINACRE	1	2	1,035	1.0684	54,490
-4	LINACRE	1	2	1,035	1.0684	54,490
-5	WARWICK	2	1	1,056	1.0819	55,450
-6	WARWICK	2	1	1,056	1.0819	55,450
-7	LINACRE	2	2	1,035	1.0786	54,990
-8	LANCASHIRE	2	2	1,117	1.1383	57,890
-1	YORK	Th	3	1,582	1.5412	76,500
-2	STUART	1	2	1,275	1.2401	63,350
-3	CLARENDON	1	3	1,360	1.3295	66,200
-4	LINACRE	1	2	1,035	1.0684	54,490
-5	WARWICK	1	1	1,056	1.0716	54,950
-6	SCHERSET	2	2	1,297	1.2812	64,350
-7	CLARENDON	2	3	1,360	1.3500	67,200
-8	LINACRE	2	2	1,035	1.0786	54,990
-9	CAXTON	2	1	1,092	1.1025	56,650
-1	WESTMINSTER	Th	3	1,627	1.5412	76,500
-2	WESTMINSTER	Th	3	1,627	1.5412	76,500
-3	WESTMINSTER	Th	3	1,627	1.5412	76,500
-4	WESTMINSTER	Th	3	1,627	1.5412	76,500
-5	YORK	Th	3	1,582	1.5412	76,500

For information concerning closing costs, including the requirement that purchasers of Units pay a portion of the Cash Costs for a Unit to be used by a resident superintendent, see pages 35-36.

EXHIBIT C
FOXWOOD CONDOMINIUM II, FLEASANTVILLE, WESTCHESTER COUNTY, NEW YORK
Sales Price and Estimated Monthly Charges for the First Year of Operation

	Pembroke (First Floor)	Pembroke (Second Floor)	Pembroke B (First Floor)	Pembroke B (Second Floor)	Warwick (First Floor)	Warwick (Second Floor)	Caxton	Linnere (Second Floor)
*Percentage Interest In Common Elements	.8795	.8898	.9062	.9165	1.0716	1.0819	1.1025	1.0786
Estimated Square Feet	760	760	760	760	1056	1056	1092	1035
Sales Price	\$13,900	\$14,100	\$15,100	\$15,600	\$19,950	\$21,150	\$26,650	\$21,990
Minimum Cash Payments	\$1,390	\$1,410	\$1,510	\$1,560	\$1,995	\$2,115	\$2,665	\$2,190
Maximum Mortgage Loan (90% which the Sponsor will make and the Williamsburgh Savings Bank will purchase (see pages 27 and 28))	\$39,510	\$39,960	\$40,590	\$41,010	\$49,155	\$49,905	\$50,985	\$49,190
Monthly Mortgage Payments for Principal & Interest on Maximum Mortgage Assuming an 8 1/2% Interest Rate & a 30-year term	\$303.83	\$307.29	\$312.14	\$315.60	\$380.31	\$383.77	\$392.07	\$300.58
**Estimated Monthly Payments for Common Charges (see pages 37 and 38 and Exhibits E-1 and E-2)	63.81	64.56	65.75	66.50	77.75	78.50	79.99	78.26
Estimated Monthly Payments for Real Estate Taxes (see pages 40 and 41)	107.01	107.01	107.01	107.01	124.16	124.16	129.11	127.95
Total Estimated Monthly Payments for Common Charges, Real Estate Taxes, Principal & Interest (First Full Year)	\$474.65	\$478.86	\$484.90	\$489.11	\$582.52	\$586.73	\$601.17	\$506.79
Total Estimated Monthly Amounts Deductible for Federal & N.Y. State Income Tax Purposes (see pages 42 and 43 and Ex. Q)	\$384.37	\$387.53	\$391.95	\$391.11	\$471.63	\$471.79	\$487.02	\$475.37

*Based upon a comparison of the floor space of each unit, adjusted for additional factors of relative value, including the uniqueness of particular units, the availability of common elements for exclusive or shared use and the over-all dimensions of particular units.
 **No provision has been made in these estimates for a reserve fund and if such a fund is established by the Board of Managers the Common Charges may be increased. These are items estimated for the first full year of Condominium operation and may vary (see pages 37 and 38 of the Offering Plan).

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EXHIBIT C
 COMMON ELEMENTS, PLACASHIRE, WESTCHESTER COUNTY, NEW YORK
 Sales Price and Estimated Monthly Charges for the First Year of Operation

	Lancashire	Stuart (First Floor)	Stuart (Second Floor)	Somersel	Clarendon (First Floor)	Clarendon (Second Floor)	York	Westminster
*Percentage Interest In Common Elements	1,1383	1,2101	1,2525	1,2812	1,3295	1,3500	1,5112	1,5112
Estimated Square Feet	1117	1275	1275	1297	1360	1360	1582	1627
Sales Price	57,890	63,350	63,950	61,350	66,200	67,200	76,500	76,500
Minimum Cash Payments	5,790	6,335	6,395	6,435	6,620	6,720	7,650	7,650
Maximum Mortgage Loan (90% which the Sponsor will make and the Williamsburgh Savings Bank will purchase (see pages 27 and 28))	52,100	57,015	57,555	57,915	59,580	60,480	68,850	68,850
Monthly Mortgage Payments for Principal & Interest on Maximum Mortgage Assumng an 8 1/2% Interest Rate & a 30-year term	100.65	138.15	142.60	145.37	158.17	165.09	189.46	189.46
**Estimated Monthly Payments for Common Charges (see pages 37 and 38 and Exhibits E-1 and E-2)	82.59	89.97	90.87	92.95	96.16	97.95	111.02	111.82
Estimated Monthly Payments for Real Estate Taxes (see pages 40 and 41)	131.44	146.56	146.56	150.05	160.52	160.52	181.16	191.93
Total Estimated Monthly Payments for Common Charges, Real Estate Taxes, Principal & Interest (First Full Year)	614.68	671.98	680.03	688.37	715.15	723.56	822.74	833.21
Total Estimated Monthly Amounts Deductible for Federal & N.Y. State Income Tax Purposes (see pages 42 and 43 and Ex. Q)	497.18	516.81	550.60	556.62	578.77	585.09	664.79	675.26

*Based upon a comparison of the floor space of each Unit, adjusted for additional factors of relative value, including the uniqueness of particular Units, the availability of Common Elements for exclusive or shared use and the over-all dimensions of particular Units.
 **No provision has been made in these estimates for a reserve fund and if such a fund is established by the Board of Managers the Common Charges may be increased. These are items estimated for the first full year of Condominium operation and may vary (see pages 37 and 38 of the offering Plan).

SCHEDULE B

UNIT NUMBERS AND RELATED INFORMATION

<u>Unit Number</u>	<u>Type</u>	<u>Floor</u>	<u>Number of Bedrooms</u>	<u>Estimated Net Square Ft.</u>	<u>% Common Elements</u>
J-1	LINACRE	1	2	1,035	1.0684
J-2	LINACRE	1	2	1,035	1.0684
J-3	WARWICK	1	1	1,056	1.0716
J-4	PEMBROKE	1	1	760	.8795
J-5	LANCASHIRE	2	2	1,117	1.1383
J-6	LINACRE	2	2	1,035	1.0786
J-7	WARWICK	2	1	1,056	1.0819
J-8	PEMBROKE	2	1	760	.8898
K-1	WARWICK	1	1	1,056	1.0716
K-2	PEMBROKE	1	1	760	.9062
K-3	CLARENDON	1	3	1,360	1.3295
K-4	STUART	1	2	1,275	1.2401
K-5	CAXTON	2	1	1,092	1.1025
K-6	PEMBROKE	2	1	760	.9165
K-7	CLARENDON	2	3	1,360	1.3500
K-8	SOMERSET	2	2	1,297	1.2812
L-1	LINACRE	1	2	1,035	1.0684
L-2	STUART	1	2	1,275	1.2401
L-3	WARWICK	1	1	1,056	1.0716
L-4	LINACRE	1	2	1,035	1.0684
L-5	LINACRE	2	2	1,035	1.0786
L-6	STUART	2	2	1,275	1.2525
L-7	WARWICK	2	1	1,056	1.0819
L-8	LANCASHIRE	2	2	1,117	1.1383
M-1	PEMBROKE	1	1	760	.8795
M-2	STUART	1	2	1,275	1.2401
M-3	WARWICK	1	1	1,056	1.0716
M-4	LINACRE	1	2	1,035	1.0684
M-5	PEMBROKE	2	1	760	.8898
M-6	STUART	2	2	1,275	1.2525
M-7	WARWICK	2	1	1,056	1.0819
M-8	LANCASHIRE	2	2	1,117	1.1383

SCHEDULE B

UNIT NUMBERS AND RELATED INFORMATION

<u>Unit Number</u>	<u>Type</u>	<u>Floor</u>	<u>Number of Bedrooms</u>	<u>Estimated Net Square Ft.</u>	<u>% Common Elements</u>
N-1	YORK	Th	3	1,582	1.5412
N-2	WARWICK	1	1	1,056	1.0716
N-3	LINACRE	1	2	1,035	1.0684
N-4	LINACRE	1	2	1,035	1.0684
N-5	LINACRE	1	2	1,035	1.0684
N-6	WARWICK	2	1	1,056	1.0819
N-7	LINACRE	2	2	1,035	1.0786
N-8	LINACRE	2	2	1,035	1.0786
N-9	LANCASHIRE	2	2	1,117	1.1383
N-10	YORK	Th	3	1,582	1.5412
O-1	LINACRE	1	2	1,035	1.0684
O-2	LINACRE	1	2	1,035	1.0684
O-3	LINACRE	1	2	1,035	1.0684
O-4	PEMBROKE	1	1	760	.8795
O-5	LANCASHIRE	2	2	1,117	1.1383
O-6	LINACRE	2	2	1,035	1.0786
O-7	LINACRE	2	2	1,035	1.0786
O-8	PEMBROKE	2	1	760	.8898
P-1	STUART	1	2	1,275	1.2401
P-2	CLARENDON	1	3	1,360	1.3295
P-3	LINACRE	1	2	1,035	1.0684
P-4	WARWICK	1	1	1,056	1.0716
P-5	SOMERSET	2	2	1,297	1.2812
P-6	CLARENDON	2	3	1,360	1.3500
P-7	LINACRE	2	2	1,035	1.0786
P-8	CAXTON	2	1	1,092	1.1025
Q-1	LINACRE	1	2	1,035	1.0684
Q-2	LINACRE	1	2	1,035	1.0684
Q-3	PEMBROKE	1	1	760	.9062
Q-4	PEMBROKE	1	1	760	.8795
Q-5	LANCASHIRE	2	2	1,117	1.1383
Q-6	LINACRE	2	2	1,035	1.0786
Q-7	PEMBROKE	2	1	760	.9165
Q-8	PEMBROKE	2	1	760	.8898

(all)

EXHIBIT B
 FOXLOD CONDORSHIRE, PLEASANTVILLE, WESTCHESTER COUNTY, NEW YORK

DECLARATORY STATEMENT REQUIRED BY FEDERAL LAW WITH RESPECT TO
 ADVERTISING THE CREDIT SALE OF CONDOMINIUM UNITS BY OWNER-
 LENDER SECURED BY FIRST MORTGAGE ON PREMISES

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Cash Price	Pembroke (First Floor) A 1 Bedroom \$13,900	Pembroke (Second Floor) A 1 Bedroom \$11,100	Pembroke B (First Floor) A 1 Bedroom \$15,100	Pembroke B (Second Floor) A 1 Bedroom \$15,600	Warrick (First Floor) B 1 Bedroom \$14,950	Warrick (Second Floor) B 1 Bedroom \$15,150	Caxton B2 1 Bedroom \$56,650	Linnere (First Floor) C 2 Bedrooms \$51,490	Linnere (Second Floor) C 2 Bedrooms \$51,990
Cash Down Payment	\$1,390	\$1,110	\$4,510	\$1,560	\$5,195	\$5,515	\$5,665	\$5,150	\$5,500
Maximum Mortgage Loan (The "Credit") which The Williamsburgh Sav- ings Bank will purchase from the Sponsor	\$39,510	\$39,960	\$10,590	\$11,040	\$19,455	\$19,905	\$50,985	\$19,040	\$19,490
Number of payments scheduled to repay the indebtedness if the Credit is extended	360*	360*	360*	360*	360*	360*	360*	360*	360*
Amount of each payment scheduled to repay the indebtedness if the Credit is extended	\$303.83	\$307.29	\$312.14	\$315.60	\$380.31	\$383.77	\$392.07	\$377.12	\$380.58
Due dates of payments scheduled to repay the indebtedness if the Credit is extended	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**
ANNUAL PERCENTAGE RATE	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%

*If the Credit closes other than on the first day of a month and prior to the fifteenth day thereof, there will be one additional payment of interest only covering the period from the date of the closing of the Credit to (and payable on) the first day of the following month.

**Commencing on the first day of the month following the first full month following closing of the Credit.

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EXHIBIT B
 FOXWOOD COLONY, PLEASANTVILLE, WESTCHESTER COUNTY, NEW YORK
 DECLARATION STATEMENT REQUIRED BY FEDERAL LAW WITH RESPECT TO
 ADVERTISING THE CREDIT SALE OF CONDOMINIUM UNITS BY OWNER-
 LENDER SECURED BY FIRST MORTGAGE ON PREMISES

	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Cash Price	Lancashire Co. 2 Bedrooms \$57,890 \$5,790 \$2,100	Stuart (First Floor) 2 Bedrooms \$63,350 \$6,335 \$7,015	Stuart (Second Floor) 2 Bedrooms \$63,950 \$6,395 \$7,555	Somerset 12 2 Bedrooms \$64,350 \$6,435 \$7,915	Clarendon (First Floor) 3 Bedrooms \$66,200 \$6,620 \$9,580	Clarendon (Second Floor) 3 Bedrooms \$67,200 \$6,720 \$9,880	York 7 3 Bedrooms \$76,500 \$7,650 \$8,850	Westminster 5 3 Bedrooms \$76,500 \$7,650 \$8,850
Cash Down Payment								
Maximum Mortgage Loan (The "Credit") which The Williamsonburgh Savings Bank will purchase from the Sponsor	360*	360*	360*	360*	360*	360*	360*	360*
Number of payments scheduled to repay the indebtedness if the Credit is extended								
Amount of each payment scheduled to repay the Indebtedness if the Credit is extended	\$100.65	\$138.45	\$112.60	\$115.37	\$158.17	\$165.09	\$29.46	\$29.46
Due dates of payments scheduled to repay the Indebtedness if the Credit is extended	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**	MONTHLY**
ANNUAL PERCENTAGE RATE	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%

*If the Credit closes other than on the first day of a month and prior to the fifteenth day thereof, there will be one additional payment of interest only covering the period from the date of the closing of the Credit to (and payable on) the first day of the following month.
 **Commencing on the first day of the month following the first full month following closing of the Credit.

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AMENDMENT NO. 2
Dated June 22, 1977

FOXWOOD CONDOMINIUM II

The Offering Plan, dated May 13, 1977, as amended May 20, 1977, and the Exhibits attached thereto are hereby further amended as follows:

1. The first paragraph under the heading "Real Estate Taxes" on page 40 of the Offering Plan, is amended to read as follows:

"A separate tax lot number will be established by the appropriate local tax authorities for each Unit. The estimated monthly payments for real estate taxes with respect to each type of Unit for the first full year of the Condominium's operations are set forth in Exhibit C. The estimated taxes to be collected by the Town of Mt. Pleasant are based upon an aggregate tax rate of \$236.72 per one thousand dollars of assessed valuation, computed as follows: Town - \$6.07; County and Court - \$44.02; School - \$172.32; Sewer - \$6.67; and Fire - \$7.64. The tentative assessed valuations for the respective Unit types established by the Assessor of the Town of Mt. Pleasant are as follows: Pembroke - \$4,600; Warwick - \$5,350; Caxton - \$5,550; Linacre - \$5,500; Lancashire - \$5,650; Stuart - \$6,300; Somerset - \$6,450; Clarendon - \$6,900; York - \$7,800; Westminster - \$8,250. In addition, the tax rate for the Village of Pleasantville is \$16.12 per one thousand dollars of assessed valuation. Although the Sponsor has not received tentative assessed valuations from the assessor for the Village of Pleasantville, the Sponsor estimates that, based on the current assessment for the Property, the assessed valuations for purposes of computing Village taxes are likely to be approximately 3 1/2 times the tentative assessed valuations for Town taxes. The projected real estate tax liabilities set forth on Exhibit C are based on such estimates."

2. Exhibit C, appearing immediately following page 53 of the Offering Plan, is amended to read as follows:

EXHIBIT C
 FOXWOOD CONDOMINIUM II, PLEASANTVILLE, WESTCHESTER COUNTY, NEW YORK
 Sales Price and Estimated Monthly Charges for the First Year of Operation

	Pembroke (First Floor)	Pembroke (Second Floor)	Pembroke B (First Floor)	Pembroke B (Second Floor)	Warwick (First Floor)	Warwick (Second Floor)	Caxton	Linnere (First Floor)	Linnere (Second Floor)
*Percentage Interest in Common Elements	.8795	.8898	.9062	.9165	1.0716	1.0819	1.1025	1.0684	1.0786
Estimated Square Feet	760	760	760	760	1056	1056	1092	1035	1035
Sales Price	43,900	44,400	45,100	45,600	54,950	55,450	56,650	54,490	54,990
Minimum Cash Payments	4,390	4,440	4,510	4,560	5,495	5,545	5,665	5,450	5,500
Maximum Mortgage Loan (90%) which the Sponsor will make and the Williams- burgh Savings Bank will pur- chase (see pages 27 and 28)	39,510	39,960	40,590	41,040	49,455	49,905	50,985	49,040	49,490
Monthly Mortgage Payments for Principal & Interest on Maximum Mortgage As- suming an 8 1/2% Interest Rate & a 30-year term	303.83	307.29	312.14	315.60	380.31	383.77	392.07	377.12	380.58
**Estimated Monthly Pay- ments for Common Charges (see pages 37 and 38 and Exhibits E-1 and E-2)	63.81	64.56	65.75	66.50	77.75	78.50	79.99	77.51	78.26
Estimated Monthly Pay- ments for Real Estate Taxes (see pages 40 and 41)	113.36	113.36	113.36	113.36	131.84	131.84	136.77	135.54	135.54
Total Estimated Monthly Payments for Common Charges, Real Estate Taxes, Principal & In- terest (First Full Year)	481.00	485.21	491.25	495.46	589.90	594.11	608.83	590.17	594.38
Total Estimated Monthly Amounts Deductible for Federal & N.Y. State Income Tax Purposes (see pages 42 and 43 and Ex. Q)	390.72	393.88	398.30	401.46	479.02	482.17	494.68	479.80	482.96

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*Based upon a comparison of the floor space of each unit, adjusted for additional factors of relative value, including the uniqueness of particular units, the availability of common elements for exclusive or shared use and the over-all dimensions of particular units.
 **No provision has been made in these estimates for a reserve fund and if such a fund is established by the Board of Managers the common charges may be increased. These are items estimated for the first full year of condominium operation and may vary (see pages 37 and 38 of the offering plan).

EXHIBIT C
 FOXWOOD CONDOMINIUM II, PLEASANTVILLE, WESTCHESTER COUNTY, NEW YORK
 Sales Price and Estimated Monthly Charges for the First Year of Operation

	Lancashire	Stuart (First Floor)	Stuart (Second Floor)	Somerset	Clarendon (First Floor)	Clarendon (Second Floor)	York	Westminister
*Percentage Interest in Common Elements	1.1383	1.2101	1.2525	1.2812	1.3295	1.3500	1.5112	1.5112
Estimated Square Feet	1117	1275	1275	1297	1360	1360	1582	1627
Sales Price	57,890	63,350	63,950	61,350	66,200	67,200	76,500	76,500
Minimum Cash Payments	5,790	6,335	6,395	6,435	6,620	6,720	7,650	7,650
Maximum Mortgage Loan (90%) which the Sponsor will make and the Williamsburgh Savings Bank will purchase (see pages 27 and 28)	52,100	57,015	57,555	57,915	59,580	60,480	68,850	68,850
Monthly Mortgage Payments for Principal & Interest on Maximum Mortgage Assuming an 8 1/2% Interest Rate & a 30-year term	400.65	438.415	442.60	445.37	458.17	465.09	529.46	529.46
**Estimated Monthly Payments for Common Charges (see pages 37 and 38 and Exhibits E-1 and E-2)	82.59	89.97	90.87	92.95	96.46	97.95	111.82	111.82
Estimated Monthly Payments for Real Estate Taxes (see pages 40 and 41)	139.24	155.25	155.25	158.95	170.03	170.03	192.22	203.31
Total Estimated Monthly Payments for Common Charges, Real Estate Taxes, Principal & Interest (First Full Year)	622.48	683.67	688.72	697.27	721.66	733.07	833.50	814.59
Total Estimated Monthly Amounts Deductible for Federal & N.Y. State Income Tax Purposes (see pages 42 and 43 and Ex. Q)	504.98	555.50	559.29	565.52	588.28	591.60	675.55	686.64

*Based upon a comparison of the floor space of each Unit, adjusted for additional factors of relative value, including the uniqueness of particular Units, the availability of Common Elements for exclusive or shared use and the over-all dimensions of particular Units.
 **No provision has been made in these estimates for a reserve fund and if such a fund is established by the Board of Managers the Common Charges may be increased. These are items estimated for the first full year of Condominium operation and may vary (see pages 37 and 38 of the Offering Plan).

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3. Item 6 of the "Outline Specifications" on page 9 of Exhibit D to the Offering Plan is amended to read in its entirety as follows:

"Rough Carpentry: Walls will be 2 x 4 stud framing 16" o.c. Floor joists will be fabricated trusses at 2'-0" o.c. or less. Roof framing shall be wood trusses. First floor will be 3/4", tongue and groove long edges, underlayment grade plywood. Second floor will be 5/8" plywood covered with a poured gypsum and sand underlayment 3/4" thick, except in the townhouses where the floor will be 3/4" plywood without a poured gypsum underlayment. Roof sheathing will be 1/2" plywood. Wood exterior trim shall be Eastern Pine or Cedar."

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BY-LAWS
of

FOXWOOD HOMEOWNERS ASSOCIATION, INC.
(a New York Not-for Profit Corporation)

ARTICLE 1
PREAMBLE AND DEFINITIONS

Section 1. Preamble: These are the By-Laws of Foxwood Homeowners Association, Inc. (hereinafter referred to as the "corporation") which has been organized under the Not-for Profit Corporation Law of the State of New York for the purpose of owning, operating, maintaining, and managing certain Community Facilities, as hereinafter defined, for the benefit of its members.

Section 2. Definitions:

1. " Member " refers to the Owner of a Unit in Foxwood Condominium 1, 11. and 111.
2. " Commercial Adjoining Property " refers to a certain tract of land more particularly described in Schedule D to the Declaration of the Foxwood Condominiums.
3. " Community Facilities " refers collectively to the Recreation Facilities and certain streets, roads, and parking areas.
4. " Declaration " refers to the Declaration of the Foxwood Condominiums (pursuant to Article 9B of the Real Property Law of the State of New York) to be recorded in the Office of the County Clerk of Westchester County.
5. " Recreation Areas " refers to the Swimming Pool and Garden as described in Schedule E of the Declaration.
6. " Unit " refers to any of the 254 garden apartments or Town Houses.
7. " Unit Owner " refers to the owner of any unit.

ARTICLE II
MEMBERSHIP

Section 1: Membership

1. Subject to the provisions hereof, the members of the corporation shall be the Unit Owners. No person who is not a Unit Owner shall be a member of the corporation. In the event the Unit is owned by two or more persons, such co-owners shall be deemed one member of the corporation.

2. The maximum number of members of the corporation shall be 253.

Section 2: Transfer of Membership

1. Except as otherwise provided herein, the membership in the corporation attributable to any Unit shall, upon the lawful sale or conveyance, including transfers by gift, will, laws of intestacy, or otherwise of such Unit be automatically transferred to the purchaser or grantee thereof and the previous owners membership attributable to such Unit shall automatically terminate.

2. Except as otherwise provided herein, membership in the corporation shall not be transferred by the Unit Owners except as an incident to the lawful sale or conveyance, including transfers by gift, will, laws of intestacy or otherwise, of a Unit, and membership in the corporation allocable to any such Unit shall be automatically transferred to the purchaser or grantee thereof.

Section 3. Evidence of Membership : The Corporation shall issue to each member a membership card and/or certificate, as in such form as the Board of Directors shall determine. Such membership card any/or certificate shall not be transferrable, and upon the transfer of any membership in the corporation, the former member

shall surrender his membership card and/or certificate and the new member shall be issued a new card and/or certificate.

ARTICLE III
PRINCIPLE OFFICE

Section 1. Principle Office: The principle office of the corporation shall be located at 9-9 Foxwood Drive in the Village of Pleasantville, Town of Mt. Pleasant, County of Westchester.

ARTICLE IV
MEETING OF MEMBERS: VOTING

Section 1. ANNUAL MEETING: The Annual Meeting of the members of the corporation shall be held at such place, within a twenty mile radius of the principle office of the corporation as the Board of Directors may, from time to time, determine. The meeting shall be for the purpose of such transaction of business as may properly come before the meeting. Meeting to be held 30 days after close of fiscal year or date determined by Board of Directors.

Section 2. Special Meetings: Special meetings of the members may be called by the Board of Directors or by the President and, if so called, shall be held at such place, within a twenty-mile radius of the principle office of the corporation, as shall be specified in the notice of meeting. Special meetings of the members shall also be called by the Secretary of the corporation upon the written demand of the members entitled to cast ten percent of the total number of votes entitled to be cast at such meeting. Such written demand shall specify a date for such meeting, which date shall be not less than two nor more than three months from the date of such written demand unless otherwise required by law.

Section 3. Notice of Meetings: Written notice of every meeting of members shall be given by the Secretary to each member entitled to vote at such meeting (i) either personally or by first class mail, not less than ten nor more than fifty days before the date of the meeting or (ii) in any other manner permitted by law. Such notice shall state the place, date and hour of such meeting and, unless the meeting is an annual meeting, (x) shall specify the purpose or purposes for which the meeting is called and (y) shall indicate that it is being issued by or at the direction of the person or persons calling the meeting.

Section 4. Waivers of Notice: Notice of meeting need not be given to any member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

Section 5. Record Date: For the purpose of determining the members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purposes of determining members entitled to receive any distribution or the allotment of any rights, or for the purposes of any other action by the members, the Board may fix, in advance, a date for any such determination of members. Such date shall be not more than fifty nor less than ten days before the date of such meeting nor more than fifty days prior to any other action. If the Board shall not fix a record date, it shall be determined in accordance with the provisions of law.

Section 6. Quorum; Adjournments of Meetings:

Except as otherwise provided by law, at all meetings of the members, ten percent of the total number of votes entitled to be cast thereat, present in person or by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the members so present or represented may adjourn the meeting from time to time until a quorum is obtained. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 7. Organization: The President of the corporation or, in the absence of the President, a Vice President, if any, shall preside at all meetings of the members. In the absence of the President or a Vice President, a chairman shall be chosen by the members present. The Secretary of the corporation or, in his absence, an Assistant Secretary, if any, shall act as secretary at all meetings of the members. In the absence of the Secretary or an Assistant Secretary, the presiding officer shall appoint any person to act as secretary of the meeting.

Section 8. Vote of Members : Except as otherwise required by law, by the Certificate of Incorporation or by these By-Laws, and except with respect to the election of directors, all matters coming before any meeting of the members shall be decided by a majority of the total number of votes present and cast thereon, in person or by proxy, a quorum being present.

Section 9. Proxies: Every member entitled to vote at a meeting of members or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy. Every proxy must be signed by the member or his attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the member executing it, except as otherwise provided by law.

Section 10. Action Without Meeting: Whenever members are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by all the members entitled to vote thereon.

ARTICLE V

OBLIGATIONS OF MEMBERS; COSTS AND EXPENSES

Section 1. Negligence: Each member shall be obligated to reimburse the corporation for any expenses incurred by it in repairing or replacing any part or parts of the Community Facilities damaged solely by his negligence or by the negligence of his tenants, agents, guests, or licensees, promptly upon the receipt of the corporation's statement.

Section 2. Assessments: The Board of Directors shall assess against each member, in the manner provided in Sections 3 and 4 of this Article V, a portion of the actual costs and expenses of maintaining and administering the corporation and all of its real and personal property proportional to the number of Units owned. In accordance with the provisions of the Declaration, all amounts which the Unit Owners would otherwise so be obligated to contribute shall be assessed to and paid by the individual Condominiums on their behalf. No member may exempt himself from such assessments by waiver of the use or enjoyment of the

Community Facilities.

Section 3. Procedure for Allocation and Payment of Assessments.

The Board of Directors of the corporation shall make a comprehensive report on the costs and expenses accrued to the end of the calendar year and adopt a budget estimating the costs and expenses anticipated for the calendar year next following such annual meeting. The costs and expenses so estimated shall be (after taking into account all revenues to be received from Unit Owners and Owners of the Commercial Adjoining Property as payment for the use of the streets and roads owned by the Association) allocated by the Board in the manner described in the Declaration between the Condominiums and the members who are owners, the total amount so allocated or or before the first day of the calendar month until the amount so allocated shall be paid in full.

The Board of Directors shall, at each annual meeting, make appropriate adjustments to reflect the actual receipts, costs, and expenses during the preceding year.

Section 4. Deficits: In the event assessments during any year as hereinabove provided are found by the Board of Directors to be insufficient to meet the actual costs and expenses of the corporation for such year, including, without limitation, costs and expenses incurred in connection with any restoration of the Community Facilities pursuant to Article VIII of these By-Laws, the Board of Directors may assess against the members such additional amounts as may be necessary to meet such costs and expenses, and any such additional amounts shall be allocated in the manner prescribed for the allocation of assessments as provided in Section 3(a) of this Article V.

Section 5. Penalties: Each member shall comply strictly with these By-Laws, including, without limitation, the provisions relating to the payment of assessments, and with the administrative rules and regulations adopted pursuant thereto, as either may be lawfully amended from time to time. The failure of any member to comply with any of the same shall be grounds for denial of such member's voting rights or suspension or expulsion of such member or for a civil action to recover sums due, for damages and/or for injunctive relief, maintainable by the corporation. The Board of Directors shall have the power to establish reasonable procedures for penalizing members pursuant to this Section; provided, however, that no member shall be denied voting rights, suspended or expelled, except upon twenty days' prior written notice; and provided, further, that any member denied voting rights by reason of his non-payment of assessments hereunder shall be entitled to the full restoration of such voting rights with respect to any matter to be voted upon by the members upon payment of such unpaid assessments on or before the record date fixed with respect to such matter.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Number: The corporation and the Community Facilities shall be governed and managed by a Board of Directors which shall consist of Nine persons (all of whom are at least nineteen years of age) who are duly elected members of the Boards of Managers of Foxwood Condominium 1, 11, and 111.

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Section 2. Newly Created Directorships and Vacancies: Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board for any reason except the removal of directors without cause, may be filled by a vote of a majority of the directors then in office, although less than a quorum exists, unless otherwise provided in the Certificate of Incorporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the members. A director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his predecessor.

Section 3. Removal of Directors: Any or all of the directors may be removed with or without cause by vote of the members and any or all of the directors may be removed with cause by vote of the Board, a quorum of not less than a majority being present at the meeting of the Board at which action is taken.

✓ Section 4. Annual Meeting: A Regular Annual Meeting of the Board, of which no notice shall be required, shall be held immediately following the election of the Boards of Managers of Foxwood Condominium I, II, and III. At such meeting, the Board shall elect officers for the ensuing year. ✓✓

Section 5. Regular Meetings: Regular meetings of the Board, of which no notice shall be required, shall be held at such time and place as the Board may, from time to time, determine.

Section 6. Special Meetings: Special meetings of the Board, if called, shall be held upon three days' prior written notice to each director, either personally or by telegraph or by first class mail, postage prepaid. Such meetings may be called by the President or the Secretary upon the written request of any two directors.

Section 7. Waivers of Notice of Meetings: Notice of any meeting of the Board need not be given to any director who submits a signed waiver of such notice, whether before or after such meeting, or who attends such meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

Section 8. Quorum; Adjournments : Unless otherwise required by law or by the Certificate of Incorporation, a majority of the directors in office shall constitute a quorum for the transaction of business but, if at any meeting of the Board there shall be less than a quorum present, the directors present may adjourn the meeting from time to time until a quorum is obtained and at any such adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Powers; Duties: (a) The Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the corporation and the maintenance, administration, and operation of the facilities of the corporation, including, without limitation, the expenditure of money by the corporation (subject, however, to the provisions of Section 4 of Article IX of these By-Laws), and may do or cause to be done all such other lawful acts and things as are not by law or by these By-Laws required to be done by members of the corporation. The Board shall make, promulgate and enforce rules and regulations relative to the use and operation of the Community Facilities, which rules and regulations shall be binding on all members, their successors and assigns.

(b) The Board shall maintain on behalf of the corporation public liability insurance insuring the corporation and its members against liability for any negligent act of commission or omission attributable to the corporation or any of its members and which occurs on or in any of the Community Facilities of the corporation. All premiums for such insurance shall be paid by the corporation.

(c) The Board shall have the power to hire, on behalf of the corporation, a manager to manage, operate and maintain the Community Facilities and the other properties which the corporation owns and maintains and to do all things necessary in connection therewith; provided, however, that such manager shall not be authorized and shall not have the power to

(i) Adopt and approve the budget and levy assessments, although the manager shall, if so required by the Board, prepare proposals and make budget recommendations;

(ii) Purchase, sell or create any encumbrances or consummate other dealings in real estate;

(III) Purchase, sell or dispose of property of the corporation whose value shall exceed \$2,500.00, except that such transactions may be made by the manager upon the express consent or the express approval of the Board in each instance;

(iv) Promulgate rules and regulations regarding the use and operation of the Community Facilities.

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of Unit owners and special meetings of the board of directors and shall perform such other duties as may be prescribed by the board of directors. He shall keep in safe custody the seal of the corporation and affix it to any instrument when authorized by the board of directors.

4. The treasurer shall have the custody of the corporation funds and securities and shall keep full accounts and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the president and directors at the regular meetings of the board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 3. Removal: Any officer may be removed by the Board of Directors at any time, with or without cause.

Section 4. Vacancies: In the event of the death, resignation, or removal of any officer, the Board of Directors shall elect a successor to fill the unexpired term.

Section 5. Powers and Duties: The officers of the corporation shall have such powers and duties as may from time to time be specified by the Board of Directors as well as all powers and duties which generally pertain to their respective offices.

ARTICLE VII

CONDEMNATION OR DESTRUCTION

Section 1. Condemnation : (a) In the event of a taking under the power of eminent domain of more than 50% in value of the Community Facilities (as certified by the Board of Directors within seven days of such taking) a special meeting of the members shall be called, to be held within thirty days after such certification. At such meeting, the members shall decide, by majority vote, whether or not the Community Facilities shall be restored. If the members shall elect to restore the Community Facilities, the condemnation award shall be applied to such restoration. If the members shall elect not to restore the Community Facilities, the condemnation award shall, within 90 days after its receipt, be distributed among the members in the same manner as that prescribed in the Certificate of Incorporation for the distribution of the assets of the corporation available for distribution among the members in the event of the dissolution, liquidation or winding up of the corporation.

(b) In the event of taking under the power of eminent domain of any or all of the streets or roads owned by the corporation or of fifty percent or less of the Community Facilities, the community Facilities shall be restored and the condemnation award shall be applied to such restoration.

Section 2. Destruction: In the event of any damage to or destruction of the Community Facilities (other than as an incident to a damage or destruction of the Buildings which results in an action for partition pursuant to the By-Laws of the condominium)

or the streets and roads owned by the corporation, the Board of Directors shall promptly proceed with the reconstruction and restoration thereof and shall apply thereto the proceeds of any insurance thereon.

ARTICLE IX

MISCELLANEOUS

Section 1. Corporate Seal: The seal of the corporation shall be circular in form and shall bear the name of the corporation and words and figures showing the year of its incorporation and the State in which it was incorporated.

Section 2. Fiscal Year: The fiscal year of the corporation shall be determined and may be changed by resolution of the Board of Directors.

Section 3. Investments: The funds of this corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal, or otherwise, or stocks, bonds or other securities, as the Board of Directors in its discretion may deem desirable.

Section 4. Records; Bank Accounts: The Board of Directors shall keep separate and accurate records of the costs and expenses of the corporation and a fund in a bank account for the payment of such costs and expenses. Withdrawals from such funds shall be by the signatures of any two or more persons designated by the Board; provided, however, that at any time at which the owner ~~of an Adjoining Property Dwelling Unit~~ of an Adjoining Property Dwelling Unit is a member of the corporation, one of such persons shall be a member of the Corporation who is the owner ~~of an Adjoining Property Dwelling Unit~~ of an Adjoining Property Dwelling Unit.

ARTICLE X

AMENDMENTS

Unless otherwise provided by law or by the Certificate of Incorporation, the By-Laws of the corporation may be adopted, amended or repealed, in whole or in part, by the Board of Directors, but so long as the Sponsor holds a membership in the Association, not without the Sponsor's prior written consent.

Schedule A to the By-Laws
of
Foxwood Condominiums

Rules and Regulations.

1. No part of the Property shall be used for any purpose except housing and the related purposes for which the Property was designed.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Managers except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his/her own Unit in accordance with the provisions of the By-Laws.
3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any of the Buildings or contents thereof applicable for residential use (or permitted professional purposes) without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his/her Unit or in the Common Elements which will result in the cancellation of insurance on any of the Buildings or contents thereof or which would be in violation of any law.
4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a Building, and no sign, awning, canopy, shutter or radio or television antenna (except for the master antenna system) shall be affixed to or placed upon exterior walls, doors, roof or any part thereof or exposed on or at any window.
5. No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except dogs, cats or other household pet, not to exceed two (2) per Unit. In no event shall any pet be permitted in any portion of the Common Elements unless carried or on a leash, or in any grass or garden plot under any circumstances. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property subject to these restrictions upon three (3) days written notice from the Board of Managers.
6. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
7. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Buildings or which would structurally change any of the Buildings.

8. Except in recreational areas, designated as such by the Board of Managers, there shall be no playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements.

9. Except to the extent permitted by law and as otherwise provided in the Declaration of Condominium and/or By-Laws, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the Property nor shall any "FOR SALE", "FOR RENT" or "FOR LEASE" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes.

10. Nothing shall be altered, constructed or removed from the Common Elements without written consent of the Board of Managers.

11. No public hall or any Building shall be decorated or furnished by any Unit Owner in any manner without prior written consent of the Board of Managers.

12. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors, windows, terraces or balconies thereof, any dirt or other substance.

13. The agents of the Board of Managers or the managing agent, and any contractor or workmen authorized by the Board of Managers or the managing agent, may enter any room or Unit in the Buildings at any reasonable hour of the day after notification (except in the case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

14. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit. Electrical and Plumbing installations must be done by licensed contractors.

15. No garbage cans shall be placed in the halls or staircase landings. Garbage will not be collected from any area other than assigned garbage sheds. Newspapers are to be bundled and tied and are to be placed in the bins Not in the dumpsters in the garbage sheds.

16. No terrace or balcony shall be decorated, enclosed or covered by any awning. Nothing shall be hung, ie; laundry, bathing suits, towels, etc., from terraces, balconies or windows, nor shall any rugs or mops be shaken or hung from said area.

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17. Barbeque grilles must be electric only and U. L. approved. They must be equipped with an automatic tip shut off.

18. No washing of automobiles shall take place on any portion of the Property.

19. Parking areas shall be used for the purpose of parking automobiles excluding, specifically, trucks, commercial vehicles or trailers. Abandoned and inoperable automobiles will be towed away at the Unit Owners expense.

20. No Unit Owner or occupant of a Unit, his/hers agent, servant, employees, licensee or visitors shall at any time bring into or keep in his/her Unit any flammable, combustibile or explosive fluid, material, chemical or substance.

21. Storage Areas: New York State Fire Code, Section 304, prohibits the storing of the following in basement storage areas.

- a) Newspapers, loose or bundled.
- b) Firewood or lumber.
- c) Loose or bundled clothing or cloth.
- d) Stuffed furniture or mattresses.
- e) Flammable liquids, explosives, fireworks, small arms, ammunition.
- f) Cellilose nitrate motion picture film.

Unit Owners shall store any and all items at Unit Owners own risk.

22. Draperies, blinds or curtains must be installed by each Unit Owner on all windows of his/her Unit and must be maintained in said windows at all times.

23. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his/her family or by his/her agent, servant, employee, licensee or visitor to an employee of the Board of Managers or the Homeowners Assn., whether for such Unit or any automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or Occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

24. Common Elements shall be kept free and clear of rubbish, debris, personal items and other unsightly materials.

25. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

Adopted June 23rd, 1982.

Board of Managers, Foxwood 1, 11, & 111.

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