

DECLARATION

OF

THE VILLA AT THE WOODS CONDOMINIUM

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

In the City of Peekskill, County of Westchester, and State of New York, on this 31st day of October, 1989, WOODS BROOKE LORETTO ASSOCIATES, a New York limited partnership, ("Sponsor"), having a mailing address at 11 South Gleneida Avenue, Carmel, New York 10512, does hereby declare as follows:

PART I

Article 1

Definitions

Words whose initial letters are capitalized are defined in and have the meanings set forth in the table of definitions annexed as Exhibit B and made a part hereof.

Article 2

Submission of the Property

Sponsor hereby submits the Property to the provisions of the Condominium Act and, pursuant thereto, does hereby establish a regime for the condominium ownership of the Property as more particularly set forth herein and in the By-Laws.

Article 3

Name of Condominium

The Condominium shall be known as The Villa at The Woods Condominium.

Article 4

The Land

Included in the Property is approximately 8.422 acres of Land, and all improvements thereon, which is located at 1701

300 Plans mentioned in Pg. 19

Crompond Road in the City of Peekskill, County of Westchester and State of New York and is more particularly described in metes and bounds in Exhibit A annexed hereto. As of the date hereof Sponsor owns the Land in fee simple absolute.

Article 5
The Property and the Building

Included in the Property is a Building, known as The Villa at The Woods (the "Building" or the "Villa"). The Building is made up of four connected wings, Sections A, B, C and D. Sections A, B and D have four floors and Section C has 5 floors. The Building contains 183 Residential Units and one Commercial Unit located on the ground floor of Section D. The Residential Units comprise the Residential Section of the Building. The Commercial Unit comprises the Commercial Section of the Building. Five additional apartment areas are not being offered for sale under this plan and will become part of the Common Elements of the Condominium. Two of those areas are apartments which will be used by a resident superintendent and assistant resident superintendent and the remaining three areas will be used as storage or office space. The Building has one main lobby in Section B and two smaller lobbies between Sections A and B and in Section D. The Building does not have a cellar but does have a crawl space between sections of B, C, & D. See the Architect's Description of the Property and the Engineer's Inspection Report annexed in Part II of the Plan.

Article 6
The Units

(a) Each Residential Unit consists of the area measured horizontally between the hidden (unexposed below the paint) surface of the dry walls enclosing such Residential Unit and the area measured vertically from the unfinished top of the floor to the unplastered underside of the ceiling.

(b) Each Residential Unit includes, and the respective Residential Unit Owner shall be responsible for: (i) the front entrance door and any other entrance doors to such Residential Units; (ii) the interior walls, partitions, wood floors and floor coverings and exterior of the ceilings affixed, attached, or appurtenant to such Residential Units; (iii) all windows (including, without limitation, their panes, casements and frames and window treatments) located within or opening from, such Residential Units; (iv) all equipment, fixtures and appliances including, without limitation, lighting and electrical fixtures, heating and cooling equipment, hot water heater, plumbing facilities, sinks, bathtubs, toilets, refrigerators, ranges, dishwashers and any other appliance, if any affixed, attached, or appurtenant to such Residential Units; and any portion of the air conditioning or heating system used exclusively by such Unit and (v) all other Facilities affixed, attached, or appurtenant to such Residential Units and benefiting only those Residential Units.

(c) Notwithstanding anything contained in this Article 6 to the contrary, each Unit Owner shall have the right, exercisable at any time and from time to time, to install, at such Unit Owner's sole cost and expense, such decorations, fixtures and coverings (including, without limitation, painting, finishing, wall papering, carpeting, pictures, mirrors, shelving and lighting fixtures, with the exception of window treatment affecting the exterior of the Building) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, and to alter or remove interior walls, in whole or in part, in order to change such Units' layout, or to improve the Unit, provided that no such installation, alteration, removal or change shall impair the structural integrity of such Unit or of the Building or violate Law.

(d) The Commercial Unit consists of the area measured horizontally between the hidden (unexposed below the paint) surface of the walls enclosing the Commercial Unit and the area measured vertically from the unfinished top of the floor to the unplastered underside of the permanent ceiling and shall include:

(i) utility lines, water and sewage lines, incoming electrical equipment, piping, electricity lines, vents and ducts and sewage vent stacks (which pass through the Residential Section to the Building roof but serve exclusively the Commercial Unit) telephone trunk lines serving exclusively the Commercial Unit and any portions of the heating and cooling systems located within the confines of the Commercial Unit; and

(ii) all other Facilities and equipment at the Property serving or benefiting exclusively the Commercial Unit including but not limited to the whirlpool heater and filter system and electrical equipment located in the Common Elements in the mechanical room located behind the rear of the Health Club.

Article 7 The Common Elements

(a) With the exception of the Units, the Common Elements consist of the entire Property, including the Land and improvements thereon (except improvements located thereon by others, and of which such others will retain ownership, such as equipment owned by utility companies) including those rooms, areas, corridors and other portions of the Building (other than the Units), as well as those facilities therein, either currently or hereafter existing for the common use of the Units or of the Unit Owners or necessary for, or convenient to, the existence, maintenance, management, operation, or safety of the Property. Without intending to limit the generality of the foregoing in any respect, the Common Elements include:

(i) the Land (including the landscaping) and any improvements thereon, together with all easements, rights and privileges appurtenant thereto;

(ii) all foundations, columns, beams, supports, girders, exterior walls of the Building and all interior walls, partitions, floors, roofs and ceilings in, on, or under the Building, separating a Unit, including the Commercial Unit, from other Units or a Common Element;

(iii) all floor slabs and ceilings, all sidewalks, curbs, hallways, corridors, common mechanical and electrical spaces, landings and stairs, lobbies, vestibules, corridors, crawl space below the building, yards, storage spaces, mail boxes, entrances to, and exits from, the Building, all parking areas and outdoor lighting fixtures;

(iv) the compactor rooms, compactor chutes, electric meter area, gas meter area, generator room, mechanical room in the rear of the Health Club, and boiler room, cable closets, all other equipment rooms and areas and all equipment therein except as may be otherwise specifically provided herein;

(v) roof and bulkhead;

(vi) three passenger elevators (and their shafts and pits);

(vii) sprinkler systems and smoke alarms;

(viii) laundry rooms

(ix) any piping, electrical conduit, sewer lines, vent stacks and ventilation ducts, cooling tower and all equipment related to the heating and cooling systems which is not located within the confines of a Unit;

(x) superintendent and assistant superintendent residential apartments, building office and storage rooms;

(xi) all central and appurtenant installations and facilities for services such as power, light, telephone, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, ventilation, air-conditioning, garbage disposal, master and cable television and other mechanical and electrical systems, which service more than one Unit or the Common Elements; and

(xii) all other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property including the gazebo, roads, walks, parking areas and lighting poles and fixtures.

(b) The Limited Common Elements consist of all portions of the Land and Building (other than the Units) that are for the use of a specified Residential Unit to the exclusion of all other Units (e.g., balconies and patios) but not including the designated parking spaces.

(c) The Common Elements shall remain undivided, and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof except as is expressly permitted pursuant to the terms of Article 15 hereof and Section 5.5 of the By-Laws.

Article 8
Determination of Common Interest

The Common Interest of each Unit in the Common Elements has been determined, pursuant to the terms of the Condominium Act, upon the basis of the approximate proportion that the floor area of the unit at the date of the declaration bears to the then aggregate floor area of all the units, but such proportion reflects the substantially exclusive advantages enjoyed by one or more but not all units in a part or parts of the Common Elements.

Article 9
Use of Units

(a) As more particularly set forth in the By-Laws, each Residential Unit may be used only as a residence. The maximum number of persons who may occupy a Unit is two persons for a studio, and two persons per bedroom for the one, two and three bedroom Units, excluding for this purpose any children under twelve years of age. A Residential Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Residential Unit by such Family Members or guests); however, the foregoing restrictions shall not apply to Unsold Residential Units. Upon the prior written consent of Sponsor or the Condominium Board, when there are no longer any Unsold Residential Units, any Residential Unit may be used as a professional office or for any other purpose, provided, however, that such use is permitted by Law and the Residential Unit Owner complies with all applicable governmental regulations. Units may be leased only in accordance with the By-Laws and the Rules and Regulations.

(b) Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Sponsor may, without the consent of the Condominium Board or other Unit Owners: (i) grant permission for the use of any Unsold Residential Unit as a professional office or for any other purpose, provided, however, that such use is permitted by Law, does not violate the then existing certificate of occupancy for such Residential Unit and the user complies with all applicable governmental regulations; (ii) use any Unsold Residential Units as model units and offices for the selling, renting, management, operation and promotion of the Unsold Residential Units or for any other purpose, subject only to

compliance with Law; (iii) lease any Unsold Residential Units to third parties for their occupancy; and use parking spaces not allocated to Unit Owners.

(c) As more particularly set forth in the By-Laws, the Commercial Unit, after June 1, 2008, may be used for any purposes as are then permitted by Law.

Article 10

Easements and Licenses for the Enjoyment of Common Elements

(a) Subject to the terms of the By-Laws and the Rules and Regulations, Sponsor, the Unit Owners, all other permitted tenants and occupants of the Building, the Selling Agent, the Managing Agent, the Condominium Board and all officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of all of the Common Elements, and the Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

(b) Each Unit Owner whose Unit has one or more appurtenant Limited Common Elements shall have an exclusive easement for the use thereof.

(c) Notwithstanding anything to the contrary contained in paragraph (a) or (b) hereof, Sponsor and his successors, assignees, invitees, licensees, contractors, employees, agents and tenants shall have an easement in, over, under, through and upon the Common Elements to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units and shall have the right to use any one or more Unsold Units as sales, rental and/or management offices and/or as model units. Such Unsold Units shall remain Units within the meaning of this Declaration, the By-Laws and the Condominium Act, and shall not comprise a part of the Common Elements. In addition, Sponsor shall have the right, to the extent permitted by Law, to use one or more portions of the Common Elements (including but not limited to, the lobbys, corridors and parking spaces), as designated by Sponsor in its sole discretion, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units, which right shall include, without limitation, the right to place "for sale", "for rent" and other signs and promotional materials, of such size and content as Sponsor shall determine, in, on, about and adjacent to the exterior walls of the Building and to reserve parking spaces for sales staff, workers and members of the public considering the purchase of a Unit.

(d) The Commercial Unit Owner and all officers, partners, employees, agents, guests, invitees and licensees of

the foregoing shall have an easement for ingress and egress through all of the Common Elements. However, ingress and egress under normal conditions shall not be through the shared lobby and halls but through the separate direct entrance to the Commercial Unit from the outside.

(e) The Commercial Unit shall have an easement permitting it to continue to locate the whirlpool heater and filter system and electrical equipment in the mechanical room behind the Commercial Unit.

(f) Each Unit Owner shall have an exclusive license to use a) such parking space as is allocated to such Unit, and b) such parking space as is rented by such Unit Owner. The Condominium Board shall have the right to terminate such exclusive license in accordance with the provisions contained in the By-Laws. Such license for rental parking also may be terminated as provided in Article 13, Section (b)(iii)(5).

Article 11 Other Easements

(a) Subject to the terms of the By-Laws and to the Rules and Regulations, each Unit Owner shall have, in common with all other Unit Owners, an easement to use any of the Common Elements, and all pipes, wires, ducts, cables, conduits, public utility lines and all other utility distribution systems, whether or not Common Elements, located in, over, under, through, adjacent to, or upon any other Unit or the Common Elements to the extent that such Common Element and utility distribution system serves, or is appropriate to the service of, his Unit, and each Unit and all of the Common Elements shall be subject to such easement. In addition, the Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. The easements and the rights of access granted in this paragraph shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business carried on within the Commercial Unit or with the use of the Residential Units for their permitted purposes or jeopardize historic landmark status if such status has been secured or any application for landmark status is then pending. Such entry shall be permitted on not less than one day's notice, except that no such notice shall be necessary in the event of repairs or replacements immediately necessary or required for the preservation or safety of the Building, for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service in the Building.

(b) Sponsor for so long as it shall own any Unsold Unit(s), the Commercial Unit Owner with respect to the

Commercial Unit, and the Condominium Board, on behalf of all Unit Owners, shall have the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as Sponsor, the Commercial Unit Owner or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof or for the general health or welfare of the owners, tenants or occupants of the appropriate Units, provided, however, that the granting of such additional utility easements, or the relocation of existing utility easements, shall not unreasonably interfere with the normal conduct of business carried on within the Commercial Unit or with the use of the Residential Units for their permitted purposes or jeopardize historic landmark status if such status has been secured or jeopardize any then pending application for landmark status. Any utility company, as well as its officers, employees and agents, shall have a right of access to each Unit and to the Common Elements in furtherance of such easement. However, such right of access shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business carried on within the Commercial Unit or with the use of the Residential Units for their permitted purposes.

(c) Sponsor for so long as it shall own any Unsold Unit(s), shall have an easement for ingress and egress through any of the Common Elements in order to make alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon Unsold Units.

(d) Each Unit and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

(e) Subject to the terms of the By-Laws and the Rules and Regulations, the Commercial Unit Owner shall have an easement to install, operate, maintain, repair, alter, rebuild, restore and replace the Commercial Unit or any part thereof, and any pipes, wires, ducts, vents, cables, conduits or other line, equipment or facilities forming a part of or relating to the Commercial Unit, located in, over, under, through or upon the Common Elements or elsewhere on the Property; provided that access to the Common Elements or other portions of the Property in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Common Elements and such other portions of the Property for their permitted purposes or jeopardize historic landmark status if such status has been secured or jeopardize any then pending application for landmark status.

(f) If (i) any portion of the Common Elements now encroaches upon any Unit or upon any other portion of the Common Elements, (ii) any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or (iii) any such encroachment shall hereafter occur as a result of (x) the

settling or shifting of the Building, (y) any repair or alteration made to the Common Elements in accordance with the terms of this Declaration and the By-Laws by, or with the consent of the Condominium Board, or by Sponsor, or by the Commercial Unit Owner, or (z) any repair or restoration made to the Building or any portion thereof or to any Unit, or to the Common Elements in accordance with the terms of this Declaration and the By-Laws after damage by fire or other casualty or after any taking by condemnation or eminent domain proceedings, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Building or the affected Unit or Common Elements shall stand.

(g) In addition to the specific easements set forth in this Article 11 and in Article 10 hereof, the Property and every portion thereof shall be subject to all easements and rights of access prescribed in the Condominium Act, or in any agreements made with the City of Peekskill or with The Woods III in Westchester Homeowner Association Inc., or with any utility companies in effect prior to the recording of this Declaration.

(h) In accordance with the provisions of the Declaration Cross Easement and Maintenance Agreement, entered into among the Sponsor (Woods Brooke Loretto Associates) Woods Brooke Properties, Ltd. (the Sponsor of the adjoining project, The Woods III in Westchester Condominiums I, II and III) and The Woods III in Westchester Homeowners Association, Inc., the parties thereto granted each other reciprocal easements for ingress and egress over certain shared roads and provided reciprocal easements for utilities and provided for the allocation of expenses for the maintenance, operation, repair and replacement of any shared utilities. That agreement was filed in the Westchester County Clerks office at Liber 8864 page 113.

(i) In accordance with the provisions of the Recreation Facilities Easement Agreement among the same parties filed in the Westchester County Clerks Office at liber 8864 page 69, the occupants of the Villa have the right to purchase seasons passes to use certain of The Woods III in Westchester recreation facilities and in connection therewith secure such easements of necessity as are appropriate in connection with their right to use such facilities.

Article 12

Common Expenses

(a) Every Unit Owner shall pay the Common Expenses assessed against his Unit when due and no Unit Owner may exempt himself from liability for the payment of the Common Expenses assessed against his Unit by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. The Common Expenses assessed against each Residential Unit, until June 1, 2008 shall include the additional amount necessary to reimburse the Condominium for the Health Club membership fees

paid by the Condominium on behalf of the Unit. Notwithstanding the preceding sentence, contributions by the Sponsor to the Health Club owner for unsold Units shall equal the amount of health club owners aggregate losses due to those Units which remain unsold, and not the membership fees which would be collected from those Units had title been transferred to Unit Owners. The Common Expenses assessed against any Unit Owner who chooses to rent a parking space shall also include an additional amount for the monthly parking space rental fee. However, no Unit Owner shall be liable for the payment of any Common Expenses accruing subsequent to a sale, transfer or other conveyance by him of such Unit made in accordance with Section 339-x of the Real Property Law of the State of New York or in accordance with the provisions of this Declaration and By-Laws.

(b) All sums assessed but unpaid as Common Expenses, including Common Charges and any other assessments for the maintenance and operation of the Condominium by the Board of Managers, and interest thereon (at the rate of sixteen (16%) percent per annum or the highest rate then permitted for loans of a noncommercial nature for individuals, whichever is lower, except that the Board of Managers of the Condominium may set such other rate as it deems appropriate), shall constitute a lien against the Unit so charged prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing subdivision of any governmental authority, including but not limited to state, county, town, village and school district taxing agencies; and (b) all sums unpaid on any institutional first mortgage of record encumbering any Unit. In accordance with the laws of the State of New York, such lien may be foreclosed when past due by the Board of Managers in like manner as a mortgage on real property, and the Board of Managers shall also have the right to recover all costs incurred in such foreclosure proceedings including reasonable attorneys' fees, but such right shall not give rise to a lien against the Unit. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Expenses, the unpaid balance shall be charged to all Unit Owners as a Common Expense. However, when the holder of an institutional mortgage of record or other purchaser obtains title to a Unit at a foreclosure proceeding or an institutional mortgage holder obtains title to a Unit by conveyance in lieu of foreclosure, such acquirer of title, his successors or assigns shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Expenses chargeable to such Unit which had been assessed and had become due prior to his acquisition of title to such Unit. Acquisition of title shall be deemed to have taken place on the date of the referee's auction sale, if any. In such event, the unpaid balance of Common Expenses shall be charged to all other Unit Owners as a Common Expense. The term "institutional mortgage" used herein shall mean a first mortgage granted by any bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender approved by the Board of Managers.

Article.13

Alterations, Additions, Improvements and
Changes to Unsold Residential Units and the Commercial Unit

(a) Except to the extent prohibited by Law, Sponsor shall have the right, without the consent or approval of the Condominium Board, the Unit Owners, the Selling Agent, the Managing Agent, or the Mortgage Representatives, if any, to:

(i) make alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon Unsold Units and their appurtenant Limited Common Elements, if any;

(ii) change the layout of, or number of rooms in any Unsold Residential Units;

(iii) change the size and/or number of Unsold Units by (w) subdividing one or more Unsold Units into two or more separate Units, (x) combining two or more separate Unsold Units (including, without limitation, those resulting from such subdivision or otherwise) into one or more Units, (y) altering the boundary, walls of any Unsold Units, or (z) otherwise; and

(iv) if appropriate, reapportion among the Unsold Residential Units affected by such change in size or number pursuant to the preceding clause their respective Common Interests; provided, however, that, with respect to any such alteration, addition, improvement, or change in, to, of, or upon an Unsold Unit:

(1) no physical modification shall be made to any other Unit, and the Common Interest, or interior dimensions of any other Unit shall not be changed by reason thereof unless the owner of such other affected Unit shall consent thereto;

(2) Sponsor shall comply with Law; and

(3) such alteration, addition, improvement, or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any occupant at the Property.

Notwithstanding the foregoing, however, the aggregate amounts of the Common Interests of all the Units shall always remain at 100%, and no reapportionment of the Common Interest appurtenant to any Unit, as the case may be, shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest of the affected Unit has been based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered, at Sponsor's election, by Sponsor, the Selling Agent, the Managing Agent, or any other Person reasonably acceptable to the Condominium Board. The provisions of this Article 13 may not be added to, amended, modified, or deleted without the prior written consent of Sponsor.

(b) Except to the extent prohibited by Law, the Commercial Unit Owner shall have the right, without the consent

or approval of the Condominium Board, the Unit Owners, the Selling Agent, the Managing Agent, or the Mortgage Representatives, if any, to:

(i) make interior, non-structural alterations, additions, or improvements in, to and upon the Commercial Unit or any Common Elements contained in the Commercial Unit, including but not limited to, floors and ceilings in the Commercial Unit;

(ii) change the layout of, or number of rooms in the Commercial Unit;

(iii) if appropriate, apportion among the divided commercial units affected by such change in size or number pursuant to the preceding clause (iii) their respective Common Interests; provided, however, that, with respect to any such alteration, addition, improvement, or change in, to, of, or upon the Commercial Unit:

(1) no physical modification shall be made to any Residential Unit, and the Common Interest unless the owner of such other affected Unit shall consent thereto;

(2) the Commercial Unit Owner shall comply with Law;

(3) the Commercial Unit Owner shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; and

(4) such alteration, addition, improvement, or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property or jeopardize historic landmark status if such status has been secured or jeopardize landmark status; and

(5) Until June 1, 2008, the entire Commercial Unit may only be used as a health club unless any modification therefrom is consented to by the Condominium Board and The Woods III in Westchester Homeowners Association. Until June 1, 2008, Health Club membership shall only be available to occupants of The Villa and to occupants of the Woods III in Westchester. Prior to June 1, 2008 if the Villa shall for any reason cease to continue the payment to the Health Club of the monthly dues then charged for Health Club membership, then a) the Owner of the Commercial Unit may terminate the Villa memberships and allow up to 183 persons who are not Villa or Woods I, II or III Unit Owners to become members of the Health Club subject, however, to any existing applicable laws or governmental rules and regulations, and b) all rental parking at the Villa shall terminate and such parking shall be available on a first-come first-served basis to Unit owners, guests and Health Club users. This provision may not be amended without the consent of the Commercial Unit Owner.

The Commercial Unit Owner shall have the right, only with the consent of the Condominium Board and the Board of Directors of the Woods III Homeowner's Association, Inc. and

subject to the provisions in this Article set forth in (b)(iii)1-5 to (x) make any structural interior alteration or additions; (y) change the size of the Commercial Unit by (i) subdividing the Commercial Unit into two or more separate Commercial Units, (ii) combine two or more separate commercial units resulting from such subdivision into one or more commercial units, (iii) alter the boundary walls of two or more separate commercial units resulting from such subdivision or combination, and create separate condominiums therefor in compliance with Law.

In the event of the subdivision of the Commercial Unit into separate Commercial Units, the owner of each such newly created Commercial Unit shall have all the rights, privileges and benefits, and shall be subject to all the obligations of the original Commercial Unit Owner, as provided in this Declaration, the By-Laws and the Rules and Regulations; provided, however, that the owners of such newly created Commercial Units shall collectively continue to be entitled to elect one (1) member of the Condominium Board.

Notwithstanding the foregoing, however, the aggregate amount of the Common Interest of all the Units shall always remain at 100%, and no reapportionment of the Common Interest appurtenant to the Commercial Unit shall be made unless there is first delivered to the Condominium Board a Written certification stating that the new Common Interest has been based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered, at the Commercial Unit Owner's election, by the Commercial Unit Owner, the Selling Agent, the Managing Agent, or any other Person reasonably acceptable to the Condominium Board. The provisions of this Article 12 may not be added to, amended, modified, or deleted without the prior written consent of the Commercial Unit Owner.

Article 14

Acquisition of Units by the Condominium Board

If (i) any Unit Owner surrenders his Unit, together with its Appurtenant Interest, to the Condominium Board pursuant to the terms of the By-Laws or of Section 339-X of the Condominium Act, or (ii) the Condominium Board, pursuant to the terms of the By-Laws or otherwise, either (a) acquires or leases a Unit, together with its Appurtenant Interests, or (b) purchases a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in any such event, title or the leasehold estate, as the case may be, in and to such Unit and such Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or such designee, corporate or otherwise, on behalf of an Unit Owners, in proportion to their respective Common Interests.

Article 15

Power of Attorney to Sponsor and the Condominium Board

(a) Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution, (i) Sponsor, to amend the Condominium Documents pursuant to the terms of Article 18 hereof and (ii) the Persons who shall from time to time constitute the Condominium Board, jointly, to:

(a) employ counsel for purposes of instituting tax certiorari proceedings on behalf of the Residential Unit Owners or the Residential Unit Owners and the Commercial Unit Owner for the reduction of the assessed valuation of their Residential Units, such Residential Unit Owners waiving their right to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their behalf once such a proceeding has been brought on such Unit Owners' behalf.

(b) acquire or lease any Unit, together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, or surrender the same or acquire any Unit, together with its Appurtenant Interest that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(c) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(d) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate or (3) any tax protests and tax certiorari proceedings affecting Residential Units.

(b) In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of either Sponsor or the Condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Westchester County Clerk's Office, a Unit Owner's Power of Attorney in the form set forth in an Exhibit to this Declaration.

Article 16

Termination of Condominium

The Condominium shall continue until terminated by (i) casualty loss, condemnation, or eminent domain, as more particularly provided in the By-Laws or (ii) withdrawal of the

Property from the provisions of the Condominium Act by a vote of at least 80% of all Unit Owners, both in number and in aggregate Common Interests. No such vote under clause (ii) in the preceding sentence shall be effective without the written consent of the Mortgage Representative, if any, which consent shall not be unreasonably withheld or delayed. Sponsor will not vote the aggregate Common Interest appurtenant to the Unsold Residential Units for such withdrawal unless at least 80%, both in number and in aggregate Common Interests, of all other Unit Owners, excluding Sponsor, so elect for such withdrawal, at which time Sponsor may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit. In the event that said withdrawal is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid, out of such Unit Owner's share of such net proceeds, all liens on the Unit Owner's Unit, in the order of priority of such liens.

Article 17
Covenant of Further Assurances

(a) Any person who is subject to the terms of this Declaration, whether such person is a Unit Owner, a lessee or a sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of such other person requesting the same, execute, acknowledge and deliver to such other person such instruments including affidavits and questionnaires requested by the New York State Department of Law or the Attorney General's Office or others in addition to those specifically provided for herein, and take such other action, as such other person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder.

(b) If a person subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that such person is required to take pursuant to this Declaration, then the Condominium Board is hereby authorized as attorney-in-fact for the Unit Owner or other person subject to this Declaration (which power shall be deemed to be coupled with an interest) to execute, acknowledge and deliver such instrument, or to take such action, in the name of the person failing or refusing to so act, and such document or action shall be binding on the person refusing to so act.

Article 18
Covenants to Run With the Land

(a) All provisions of this Declaration, the By-Laws and the Rules and Regulations, the Declaration Cross Easement and Maintenance Agreement and the Recreation Facilities Easement Agreement, including, without limitation, the provisions of this Article 18, 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 shall inure to the benefit of, the owner of all or any part thereof or interest therein, and his heirs executors, administrators, legal representatives, 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. All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, the entering into a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease.

(b) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under the other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the

purpose of submitting the Property to the provisions of the Condominium Act.

(c) Subject to the terms of paragraph (b) of this Article 18, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration or the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

Article 19 Amendments to this Declaration

(a) Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions, or deletions affecting Sponsor, any Unsold Residential Units or the Commercial Unit, any provision of this Declaration may be amended, modified, added to, or deleted by the vote of at least 75% of all Unit Owners, in aggregate Common Interest, taken in accordance with the provisions of the By-Laws. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions, or deletions affecting Sponsor, any Unsold Residential Units or the Commercial Unit, no amendment, modification, addition, or deletion pursuant to the preceding sentence shall be effective without the written consent of the Mortgage Representatives, if any, which consent shall not be unreasonably withheld or delayed. No such amendment, modification, addition, or deletion shall be effective until recorded in the Westchester County Clerk's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modification, additions, or deletions affecting Sponsor, any Unsold Residential Units or the Commercial Unit, any such amendment, modification, addition, or deletion shall be executed by the Condominium Board as attorney-in-fact for the Unit Owners, which power shall be deemed to be coupled with an interest, and the Condominium Board is hereby authorized by the Unit Owners so to act as their attorney-in-fact. Subject to the rights of Sponsor in this Declaration, which may not be effected by any such amendment unless consented to in writing by the Sponsor, so long as the Sponsor continues to own any units this Declaration may be amended, modified, added to, or deleted if 75%, in aggregate Common Interests, of all Unit Owners affected thereby approve such amendment, modification, addition, or deletion in the manner set forth above and if the consent is required of the Mortgage Representatives that such consent is secured.

(b) Sponsor shall have the right, at its sole cost and expense and without the vote or consent of any other Unit

Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute, acknowledge and record (or, at Sponsor's sole option, to require the Condominium Board or any other Unit Owners to execute, acknowledge and record) in the Westchester County Clerk's Office and elsewhere, if required by Law, one or more amendments to this Declaration (including, without limitation, any Exhibits hereto), together with such documents, plans and maps as Sponsor deems appropriate to effectuate the same:

(i) to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the terms of Article 12 hereof; or

(ii) required by (a) an Institutional Lender designated by Sponsor to make a loan secured by a mortgage on any Residential Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Residential Unit, provided, however, that any amendment made pursuant to the terms of subparagraph (i) or (ii) of this paragraph shall not (1) change the Common Interest of any Unit other than a Residential Unit owned by Sponsor, or (2) require a material, physical modification of any Unit other than a Unit owned by Sponsor, or (3) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in subparagraph (1) or (2) of this paragraph) or the holder of such mortgage (in the event described in subparagraph (3) of this paragraph) shall consent thereto by joining in the execution of such amendment; or

(iii) required to correct an error or inconsistency or clarification of the Condominium Documents or to implement the development of the Property in accordance with the terms of the Offering Plan as amended, so long as such amendment shall not constitute a material change adversely affecting any Unit then sold or under Contract of Sale unless such Unit Owner or Contract Vendee shall consent thereto.

(c) Any amendment to this Declaration may be executed; (i) if on behalf of Sponsor pursuant to the terms of paragraph (b) hereof by any principal of Sponsor or (ii) if on behalf of the Unit Owners or by the Condominium Board, by any member of the Board. If the amendment requires the approval of a specific percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certificate, certifying that such provision has been complied with.

(d) Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be adopted for so long as Sponsor owns any Residential Unit if the same would (1) unreasonably interfere with the sale, lease, or other disposition of a Unit owned by Sponsor, (ii) abridge, modify, suspend, eliminate, or

otherwise affect any right, power, easement, privilege, or benefit granted to Sponsor; or (iii) impose any discriminatory charge or fee against Sponsor.

(e) Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be adopted, if the same would (i) unreasonably interfere with the sale, lease or other disposition of the Commercial Unit; or (ii) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit granted to the Commercial Unit Owner, without the prior written consent thereto of the Commercial Unit Owner.

(f) The provisions of this Article 18 to the extent they may affect the Sponsor or the Commercial Unit Owner may not be modified, amended, added to, or deleted, in whole or in part, without the consent of Sponsor if the same relate to Sponsor and, without the consent of the Commercial Unit Owner if the same relates to the Commercial Unit Owner.

Article 20 Consents of Sponsor

Whenever the consent, approval, satisfaction, or permission of Sponsor is required under this Declaration or the By-Laws, such consent, approval, satisfaction, or permission shall not be required when Sponsor no longer owns any Residential Units.

Article 21 Persons to Receive Service

Stuart S. Bardin, Sunnyridge Road, Harrison, N.Y. 10528, or any successor thereof, is hereby designated to receive service of process in any action that may be brought against the Condominium.

Article 22 Incorporation by Reference

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the table of definitions annexed hereto as Exhibit B; (iii) the Unit Owner's Power of Attorney annexed hereto as Exhibit C; (iv) the Floor Plans (contained in Book II Part III and filed in the Map Room of the Clerk of the County of Westchester of even date herewith); (v) the Unit tax lot designations and percentage of common interest annexed as Exhibit D; (vi) the Condominium By-Laws annexed as Exhibit E and (vii) the form of Unit Deed annexed as Exhibit F are, by this reference, each incorporated herein and made a part of this Declaration as if the same were set forth at length in the text hereof.

Article 23 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, regardless of the number of violations or breaches that may occur.

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Article 24
Severability

Subject to the provisions of paragraph (b) and (c) of Article 18 hereof if any provisions of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise provided herein, be valid and enforced to the fullest extent permitted by law. Any conflict between any provision of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

Article 25
Successors and Assigns

The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of Sponsor or, with consent of Sponsor, any transferee of all of the then Unsold Residential Units. Subject to the foregoing, Sponsor shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interest therein, whether by merger, consolidation, lease, assignment, or otherwise. The rights and/or obligations of the Commercial Unit Owner as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of the Commercial Unit Owner or, with consent of the Commercial Unit Owner, any transferee of the Commercial Unit. Subject to the foregoing, the Commercial Unit Owner shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interest therein, whether by merger, consolidation, lease, assignment, or otherwise.

Article 26
Gender

A reference in this Declaration to any one gender, masculine or feminine, includes the other one, and the singular includes the plural and vice-versa, unless the context otherwise requires.

Article 27
Captions

The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

* * * * *

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the 31st day of October, 1989.

Sponsor:
WOODS BROOKE LORETTO ASSOCIATES

By: *Victor Weingarten*
Victor Weingarten, President
Woods Brooke Properties, Ltd.
General Partner

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

On this 31st day of October, 1989, before me personally came Victor Weingarten to me known, who, being by me duly sworn, did depose and say that he resides at 209A Heritage Hills, Somers, New York 10589; that he is the President of Woods Brooke Properties, Ltd, a General Partner of Woods Brooke Loretto Associates, a New York limited partnership described in and which executed the foregoing instrument; that he signed his name hereto by order of the Board of Directors of said corporation as President of the general partner and executed the instrument on behalf of said partnership pursuant to said authorization.

Daniel Cobrinik

Notary Public
DANIEL COBRINIK
NOTARY PUBLIC, State of New York
No. 31-45-0093
Qualified in New York County
Commission Expires April 17, 1991

EXHIBIT A

TO THE DECLARATION OF THE VILLA AT THE WOODS CONDOMINIUM

DESCRIPTION OF THE VILLA PARCEL

ALL that certain piece or parcel of land, situate, lying and being in the City of Peekskill, County of Westchester, and State of New York, bounded and described as follows;

COMMENCING at a point on the southerly line of Crompond Road, where the same is intersected by the easterly line of lands now or formerly belonging to Verderosa; thence running along said southerly line of Crompond Road, along a curve to the left, having a Radius, of 371.00 feet, a Distance of 216.60 feet to a point of tangency; thence N.49°36'30"E 25.37 feet to lands now or formerly belonging to Brown; thence turning and running along said lands of Brown and also along lands now or formerly belonging to DeMaria, Bridgewater, Siniscalchi and Tallerico, the following courses and distances: S.77°56'E 18.07 feet; S.83°21'E 217.78 feet; S.82°22'E 141.36 feet; S.60°18'E 167.00 feet; S.78°55'E 171.06 feet and S.76°44'22"E 69.77 feet to the westerly line of Lot 8, as shown on a map entitled, "Map of Mohican Heights"; said map filed in the Westchester County Clerk's Office, Division of Land Records on August 16, 1950, as Map No. 7153; thence running along the westerly line of Lots 8, 9, 10, 11 and 12 of the aforementioned filed Map No. 7153, S.6°10'28"W 150.05 feet and S.4°45'W 106.67 feet to the point or place of beginning; thence continuing along Lot 12, 13 and 14 of said Map No. 7153, S.4°45'W 80.00 feet and S.20°19'W 126.06 feet to a point; thence running through lands of the party of the first part, the following courses and distances: S.20°19'W 81.90 feet; S.20°03'W 200.02 feet; S.19°54'W 144.89 feet; N.70°15'W 193.00 feet; S.19°45'W 45.00 feet; N.70°15'W 257.13 feet; S.25°10'W 28.60 feet; N.70°45'W 138.00 feet; N.2°09'W 86.83 feet; N.40°15'W 68.00 feet; S.86°57'W 110.00 feet; N.3°03'W 70.00 feet and N.72°10'49"W 85.89 feet to a point on a curve; thence running along a curve to the right, having a Radius of 400.00 feet, a Radial Bearing of S.63°24'37"E to its center and a central angle of 34°37'26" a Distance of 241.72 feet to a point; thence continuing through lands of the party of the first part, S.70°16'40"E 179.05 feet

VILLA PARCEL CONTINUED.....PAGE NO. 2

to a point on a curve; thence running along a curve to the right, having a Radius of 240.00 feet, a central angle of $64^{\circ}30'00''$, a Distance of 270.18 feet to a point of tangency; thence continuing through lands of the party of the first part, the following courses and distance; $S.69^{\circ}17'E$ 74.00 feet; $N.9^{\circ}10'E$ 58.65 feet and $S.79^{\circ}20'E$ 92.53 feet to a point of curve; thence running along a curve to the right, having a Radius of 152.00 feet, a Distance of 100.97 feet to a point; thence $N.46^{\circ}55'E$ 124.03 feet to a point of curve; thence running along a curve to the left, having a Radius of 120.00 feet, a Central Angle of $19^{\circ}20'57''$, a Distance of 40.52 feet; thence turning and continuing through lands of the party of the first part, $S.85^{\circ}15'E$ 65.14 feet to the point or place of beginning.

stephen jacobson and associates pc

Architects and Planners
677 Fifth Avenue
New York, New York 10022
212 421-3712
324 Clinton Avenue
Brooklyn, New York 11206
718 394-0303

Stephen B. Jacobs, P.A.I.A.
Gerald J. Hattisy, A.I.A.

Herbert E. Weber, Jr., A.I.A.
Steven Star, A.I.A.
Mitchel A. Asher
Richard S. Donald, P.E.

March 24, 1988

Description of Property
Villa at the Woods
Peekskill, New York

A. Location And Use Of Property

The condominium consists of 4 existing linked structures (A,B,C,D) which are to be defined as a single building on one zoning lot.

1. Address: 1701 Crompond Road
Peekskill, New York 10566
2. Block No.: 3 Section 16
Lot No.: 41, 41-1
3. Zoning: R-1 (11-12 dwelling units/acre)
4. Permissible Use: Residential and Professional Offices

B. Status of Construction

This building is a former school built in 1928. It was renovated starting in 1985 to accommodate approximately 185 apartments.

1. Year Built: 1928
2. Class of Construction: 4A
3. Certificate of Occupancy: Type: (As of date, the certificate of occupancy has not been obtained by owner.)
Number:
4. Alteration Permit Numbers: City of Peekskill Permit #5226

Villa Loretto
Page 3

Stephen B. Jacobs and Associates
Architects & Planners

C. Site

1. Size: Approximately 8.422 acres within city limits.

2. Number of Buildings And Use:

There is one building which is for residential use.

3. Streets:

The site has frontage on Crompond Road. The building is set back approximately 500 feet from Crompond Road. Crompond Road is maintained by the City of Peekskill.

(i) Paving: The street paving is asphalt as provided by the City of Peekskill.

(ii) Curbs: All existing curbs have been kept.

(iii) Catch Basins: The existing street drainage and catch basins remain.

(iv) Street Lighting: As provided by City of Peekskill.

4. Drives, Sidewalks And Ramps:

(i) Paving: All new sidewalk paving is concrete. All new drive and ramp paving is asphalt.

(ii) Curbing: The new curbing is asphalt.

(iii) Catch Basins: New catch basins for drainage at drives and parking lots have been installed.

(iv) Street Lighting: High pressure sodium lights were specified to be installed.

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- D. Utilities: (See Engineer's insert at end of this report.)
- E. Subsoil Conditions: (See Engineer's insert at end of this report.)

F. Landscaping And Enclosures:

1. Grass Cover: The existing grass cover has been retained.
2. Plantings: Several types of evergreen ground cover and shrubs have been planted in areas that do not have grass cover.
3. Trees: Several trees, including Maples, Fir, Arborvitae and Magnolia have been specified to complement the existing ones.
4. Fencing: Fencing has not been provided.
5. Gates: There are no gates.
6. Garden Walls: There are no garden walls.
7. Retaining Walls: The existing retaining walls have been kept.

G. Building Height:

1. Total Height: Each section of the building varies in height from about 60' to about 90' above the finished floor level of the ground floor in building D.
2. Sub-Sub-Cellar: There is no sub-sub-cellar.
3. Sub-Cellar: There is no sub-cellar.
4. Cellar: There is a crawl space below portions of the building.
5. Number of Floors: Sections A, B, and D have 4 floors.
Section C has 5 floors.

Stephen B. Jacobs and Associates
Architects & PlannersVilla Loretto
Page 5G. Building Height (continued):

6. Penthouse: There is no penthouse.
7. Equipment Rooms: Equipment rooms are below grade.
8. Parapet: The parapets vary from approximately 36" to approximately 42".

H. Occupancy:

1. Number of Residential Units: 185

I. Structural System1. Exterior of Buildings:

- (i) Walls: Existing walls are of brick masonry. Exterior walls were specified to have 3 1/2" blanket insulation on the inside (R-13).
- (ii) Windows: As many windows as possible have been retained and repaired. The windows that were replaced were specified to match the existing windows. The windows are single glazed. Hardware in residential units was specified to be of non corrosive material compatible with aluminum. Screens were specified to have extruded 7/16" x 1" tubular aluminum frames fitted with aluminum screen cloth and to be removable from the inside. The existing sills and lintels have been reused.

2. Parapet And Copings: (See Engineer's insert at end of this report).

3. Chimneys And Caps:

The existing chimney for the boiler plant has been reused. The 3 refuse chutes were specified to meet all New York State Building Code requirements. They were specified to be 24" round 18 gauge aluminized steel and is manufactured by Midland Metalcraft. Chutes were specified to extend 4'-0" through roof. Cap flashing is integral with chute vent. There are no wood burning fireplaces.

Villa Loretto
Page 61. Structural System (continued):4. Balconies And Terraces:

- (i) Deck Finish: Built up roofing.
- (ii) Balustrade, Railings And Copings: There are no balustrades or railings. Existing masonry walls and copings have been retained.
- (iii) Doors To Balconies: The existing wood doors were specified to be repaired.

5. Exterior Entrances:

- (i) Exterior Doors And Frames: Exterior doors were specified to be fire proof flush hollow metal. Frames were specified to be metal. The Main Lobby doors were specified to be wood and glass, with a wood frame.
- (ii) Vestibule Doors And Frames: Vestibule doors are wood and glass. The frame is wood.
- (iii) Exterior Stairs: The existing exterior stairs at the main entrance and the side entrances were specified to be repaired and remain.
- (iv) Railings: The existing wrought iron railing was specified to be repaired and remain. Side entrances were specified to have new steel pipe railings.
- (v) Mailboxes: New mailboxes are located in the entry vestibules between buildings A and B and B and C. There are also mailboxes at the main lobby of Building D. All mailboxes were specified to meet U.S. Postal Service standards.
- (vi) Lighting: High pressure sodium lighting was specified at the building entrances.

6. Service Entrances:

- (i) Doors and Frames: Doors were specified to be fireproof, flush, hollow metal with Schlage locks. Frames were specified to be metal.
- (ii) Gates: There are two steel roll-up push-up operated gates in Building D.

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I. Structural System (continued):

6. Service Entrances (continued):

- (iii) Exterior Stairs: The existing concrete exterior stairs have been specified to be repaired and remain.
- (iv) Railings: Railings were specified to be new steel pipe.

7. Roof and Roof Structure:

(i) Type of Roof:

- a) Material: Specified to be built up membrane cold rolled roof.
- b) Insulation: Specified to be R=30
- c) Surface Finish: Specified to be Fiberglass "A" shingles
- d) Bond or Guarantee: None
- e) Flashing Materials: Specified to be sheet metal on 2 plies of base flashing and roofing felt bonded with flashing cement.

(ii) Drains

Drainage from the roof is provided by existing gutters and exterior leaders.

(iii) Skylights

Skylights occur in the fourth floor mezzanine apartments and in some ground floor apartments on the south side of Building B. All new skylights are pre-fabricated.

(iv) Bulkheads

- a) Stairs: There are no stair bulkheads.
- b) Elevator: There is one existing elevator bulkhead in Building D. Construction is of the same material as the shaft.

Villa Loretto
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I. Structural System (continued):

7. Roof And Roof Structure (continued):

(v) Metal Work At Roof Level:

- a.) Exterior Metal Stairs: There are no exterior metal stairs.
- b.) Vertical Ladders: There are no vertical ladders.
- c.) Railings: There are no railings.
- d.) Hatches To Roof: There is one new roof scuttle in an existing opening in Building D.

(vi) Rooftop Facilities: There are no rooftop facilities.

8. Fire Escapes

There are no fire escapes.

9. Yards And Courts:

Access to the yard on the south side between buildings C and D is via a driveway.

(i) Paving: Existing concrete

(ii) Drainage: (See Engineer's insert at end of this report.)

10. Interior Stairs:

(i) Number of Stairs:

There are eight existing interior public stairs which extend from the top floor to the floor at grade. Duplex apartments have wood stairs.

(ii) Enclosure:

Masonry brick enclosure at public stairs. There are no enclosures in the duplex apartments.

Villa Loretto
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I. Structural System (continued):

10. Interior Stairs (continued):

(iii) Stair Construction:

Public stairs are metal.
Duplex apartment stairs are wood or metal.

(iv) Stringers:

Stringers in public stairs are steel. Stringers in duplex apartments in Building B are steel. In all others, stringers are wood.

(v) Treads:

Treads are stone in existing stairs. Treads are wood in duplex apartments.

(vi) Risers:

Risers are metal in public stairs. In duplex apartments, risers are wood unless the stair is open riser.

(vii) Guardrail:

In public stairs guardrails are existing wood cap on metal. In duplex apartments guardrails are wood and metal.

(viii) Balustrade:

Balustrades were specified to be metal in public stairs and building B duplex apartments. Balustrades were specified to be wood or metal in other duplex apartments.

11. Interior Doors and Frames:

(i) Unit Entrances and Interior Doors and Frames:

Apartment entrance doors and frames were specified to be hollow metal with 1 3/4 hour fire rating. Interior doors were specified to be wood with metal frames and to be unrated.

(ii) Corridor Door and Frames:

Corridor doors and frames are hollow metal. Fire Rating was specified to be 1 3/4 hours. Doors were specified to be smoke detector operated.

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I. Structural System (continued):

11. Interior Doors & Frames (continued):

(iii) Stair Hall Door And Frames:

Stair hall doors and frames are hollow metal. The fire rating was specified to be 1 3/4 hours. Doors were specified to be self closing.

(iv) Roof And Basement Doors And Frames:

There are no roof doors. Basement doors and frames, see I. 11. (iii).

12. Elevators

(i) Number:

There are 3 passenger elevators and no service elevators.

(ii) Manufacturers and Capacity:

All elevators were specified to be manufactured by Otis Elevator Company. Two were specified to be 2,500 lbs. capacity and one 2,000 lbs.

(iii) Type of Operation:

Specified to be collective at 120 F.P.M.

(iv) Type of Controls:

Specified to be automatic

(v) Floors Served:

Elevators serve all floors, except lower level building C.

(vi) Type:

Hydraulic

(vii) Doors:

Automatic sliding doors.

Villa Loretto
Page 11

I. Structural System (continued):

12. Elevators (continued):

(viii) Location Of Machine Rooms:

Machine rooms are located below and adjacent to the elevator shafts.

13. Elevator Cabs

- (i) Kind: Otis
- (ii) Floor: Carpet
- (iii) Walls: Plastic laminate.
- (iv) Ceiling: Suspended light panels.
- (v) Lighting: See 13 (iv).

J. Auxiliary Facilities

1. Laundry Rooms:

(i) Location And Number

There are laundry rooms in the middle of building B on the ground, first and second floors. There is also a laundry room in the ground floor of building D.

(ii) Clothes Washers

There are approximately 13 Maytag clothes washers.

(iii) Clothes Dryers

There are approximately 13 Maytag clothes dryers.

(iv) Laundry Trays

There are no laundry trays.

(v) Dryer Ventilation

Dryers are exhausted via an exhaust fan system.

Villa Loretto
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J. Auxiliary Facilities (continued):

2. Refuse Disposal

(i) Incinerators

There are no incinerators in the Building.

(ii) Compactors

There are 3 compactors, located in the compactor rooms at the lower level of building C and at the ground floor of building A and D.

Type: Sausage Model 8
Manufacturer: Multi-pack

(iii) Approvals by Authority Having Jurisdiction

The sponsor advises that all required approvals and permits will be obtained upon completion of the work.

(iv) Initial Storage Location

Initial and ultimate storage location are the trash compactor rooms.

(v) Pick Up Schedule

Refuse collection is currently provided once a week by a private service. Sponsor advises that collection will be twice a week once the building is further occupied.

SECTIONS K - R are found in the Engineer's insert at end of this report.

S. Garages and Parking Areas:

1. Location of Garages

There are no garages.

2. Location of Parking Areas

There are three parking areas to the North of the building. One has approximately 23 parking spaces; one approximately 48; and the third approximately 31. There is one to the East, with approximately 50 spaces. There are 3 to the South, one with approximately 65 spaces, one with approximately 13 and one with approximately 20. There are two more parking areas to the West of the building, one having approximately 24 parking spaces, the other approximately 42.

Villa Loretto
Page 13

S. Garages & Parking Areas (continued):

3. Surfaces

All parking areas that are paved with asphalt are lighted and their perimeters are landscaped.

4. Parking

Parking is not attended.

5. Drainage (See Engineer's insert at end of this report.)

Parking areas are drained by catchbasins.

T. Recreational Facilities:

1. Swimming Pool

There are no swimming pools.

2. Tennis Courts

There are no Tennis courts

3. Other

The sponsor will provide a health club on the ground floor of building D.

It is specified to include an exercise room, sauna, whirlpool and separate men and women locker rooms with toilet and shower facilities.

U. Additional Items and Violations

Outstanding Permits

the sponsor advises that there are no outstanding permits and inspection requirements for compactors, boilers, oil storage tanks, elevators, etc.

V. Unit Information

See individual unit floor plans for number and type of rooms.

Villa Loretto
Page 14

Stephen B. Jacobs and Associates
Architects & Planners

V. Unit Information (continued):

1. Type And Grade Of Finish Material

The floors in all apartments were specified to be as follows: Living areas and bedrooms to be nylon carpet with jute backing or similar. Walls and ceilings were specified to be painted gypsum wallboard. Baseboard is wood. Kitchen floors were specified to be vinyl resilient tile, with vinyl base. Walls and suspended ceilings were specified to be painted gypsum wallboard. Bathroom floors were specified to be ceramic tile. Walls and dropped ceilings were specified to be painted gypsum wall board, with a tile base and bathtub surround.

2. Bathroom Fixtures

Bathroom sinks shall be American Standard Model No. 0076-028.

Tubs shall be American Standard Model No. 2295-020.

Toilets shall be American Standard Model No. 2128-115.

3. Kitchen And Laundry Equipment

Range shall be General Electric JSS26-OJ1AD

Refrigerator shall be General Electric 2BF-16SJB

Dishwasher shall be General Electric GSD 6006-01

Cabinets shall be model Alpha manufactured by Excel

Sinks shall be Brasskraft stainless steel Model No. 224 .

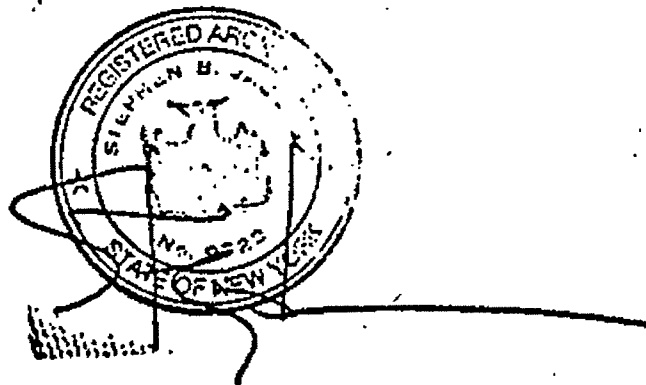
Countertops shall be Plastic laminate.

Hoods: There are no hoods.

Villa Loretto
Page 15W. Finish Schedule Of Spaces Other Than Units:

The following room finishes were specified:

<u>ROOM</u>	<u>FLOOR</u>	<u>WALLS</u>	<u>CEILINGS</u>	<u>REMARKS</u>
Int. Corridors Service Space	Carpet Paint	GWB/Paint GWB/Paint	GWB/Paint Exist.	Suspended Ceiling Paint on Floor in some spaces
Compactor Boiler	Concrete Exist./ Concrete	GWB/Paint Exist./ Paint	GWB/Paint Exist./ Paint	
Storage	Exist./ Concrete	Exist./ Masonry		
Entry Vestibule	-	GWB/Paint	GWB/Paint	Restored existing floor
Laundry Lobby	Quarry Tile -	GWB/Paint Exist./ Paint	GWB/Paint Exist./ Paint	Restored existing lobby
Bldg. Services Communication Clos.	Carpet VRT	GWB/Paint GWB/Paint	GWB Paint GWB Paint	



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Herbert E. Weber, Jr., A.I.A.
Steven Starr, A.I.A.
Mitchell A. Asher
Richard S. Donald, P.E.

December 12, 1988

Supplementary Report

Architect's Description of the Property
The Villa At The Woods
1701 Crompond Road
Peekskill, NY 10566

The following is additional information pertaining to the Architect's Description of the Property contained in the proposed offering plan for the above-captioned project as requested by the Office of the Attorney General in it's memorandum of September 15, 1988.

I. General

The sponsor advises that there are no written violations to report.

Attached please find the following inspection certificates provided by the sponsor;

- A. Elevator Inspection Report
- B. New York State Stationary Combustion Installation -
Application for Permit to Construct or Certificate
to Operate
- C. Westchester County Department of Health -
Certificate of Approval to Construct a Source of
Air Contamination

Supplementary Report
The Villa At The Woods
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- D. Certificate of Boiler Inspection -
Hartford Steam Boiler Inspection and Insurance
Company
Boiler numbers 01 and 02
- E. New York State Department of Environmental
Conservation -
Petroleum Bulk Storage Registration Certificate
- F. Contractor's Material and Test Certification for
Above Ground Piping - City of Peekskill -
Section A - All floors.
Section B - All floors.
Section C - All floors.
Sprinkler System - Building D.

II. A. Masonry

The exterior masonry walls were specified to be re-pointed where loose or deteriorated mortar was found.

F. Elevators

All elevators, as well as motors, controllers, cables, etc. were specified to be new as manufactured by Otis Elevator Company.

I. Other

The existing skylights over the one story rear wing were specified to be re-glazed and re-caulked. The remaining apartment skylights were specified to be new.

Stephen B. Jacobs and Associates
Architects & Planners

Supplementary Report
The Villa At The Woods
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The existing masonry at the elevator bulkhead in Building D was specified to be re-pointed where loose or deteriorated mortar was found.

The architect visited the site in December of 1987 in connection with the preparation of the Architect's Description of the Property contained in the proposed offering plan.

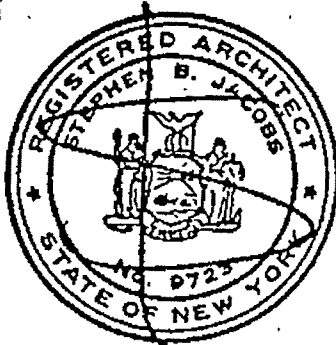


EXHIBIT B

DEFINITIONS

(1) "GBL" shall mean the General Business Law, Section 352-eee, to the extent that any or all of the same shall apply to the Property, unless expressly noted otherwise.

(2) "Appurtenant Interest" shall mean, with respect to any Unit, the undivided interest of the owner thereof pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.

(3) "Building" means the four linked structures situated on the Land in which are located the Units of the Condominium known as The Villa at The Woods and having a street address of 1701 Crompond Road, Peekskill, New York 10566.

(4) "By-Laws" shall mean the By-Laws of the Condominium, which are annexed to the Declaration, as the same may be amended from time to time pursuant to the terms thereof.

(5) "Commercial Section" shall mean the Commercial Unit.

(6) "Commercial Unit" shall mean the one (1) Commercial Unit in the Building designated as such in the Declaration together with its appurtenant Common Interest.

(7) "Commercial Unit Owner" shall mean any Person who holds fee title, of record, to the Commercial Unit at the time in question.

(8) "Common Charges" shall mean each Unit's share of the common expenses of the Condominium allocated in proportion to such Unit's percentage interest in the "Common Elements".

(9) "Common Elements" means and includes:

(a) The land on which the building is located;
 (b) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, and entrances and exits of the building;

(c) The crawl spaces between portions of the Building, yards, gardens, parking areas and storage spaces;

(d) The premises for the lodging or use of the resident superintendent and the assistant superintendent and other persons employed for the operation of the property;

(e) Central and appurtenant installations for services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and compacting (except heating and air conditioning equipment located within Units);

(f) The elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;

(g) Such facilities as may be designated as common elements in the declaration; and

(h) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

(10) "Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, of each Unit Owner including the Commercial Unit in the Common Elements, as determined in accordance with the Declaration. The total of all Common Interest percentages of all Unit Owners equals 100%. The Common Interest of a Unit is the basis for determining, among other things, a Unit Owner's undivided ownership interest in the Common Elements and share of any distributions upon termination of the Condominium.

(11) "Condominium" shall mean The Villa at The Woods Condominium, which was established pursuant to the terms of the Declaration and is to be governed pursuant to the terms of the By-Laws.

(12) "Condominium Act" shall mean Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

(13) "Condominium Board" shall mean the governing body of the Condominium, whose members shall be selected pursuant to the terms of the By-Laws.

(14) "Condominium Documents" shall mean the Declaration, the By-Laws, the Rules and Regulations and the floor plans as filed and as may be subsequently amended.

(15) "Declaration" refers to the instrument by which the Condominium is submitted to the provisions of the New York State Condominium Act, the form of which is set forth in Part II of this Plan. The Declaration will be recorded in the Westchester County Clerk's Office.

(16) "Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all systems, equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, cooling equipment, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae,

telephones, intercom equipment, meters, meter assemblies, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drains, catch basins, leaders, filters, compactors, canopies, closets, cabinets, doors, railings, copings and steps.

(17) "First Closing" shall mean the first date upon which title to a Residential Unit is conveyed to a purchaser pursuant to the terms of the Plan.

(18) "First Year's Budget" shall mean the Section of the Plan entitled "Schedule B -Budget for First Year of Condominium Operation".

(19) "Floor Plans" shall mean the floor plans of the Units certified by Stephen Jacobs Associates and filed in the Westchester County Clerk's Office simultaneously with the recording of the Declaration.

(20) "Initial Control Period" shall mean the period ending on the earlier of (i) the closing of title with purchasers under the Plan to Units having at least fifty (50%) percent of the aggregate Common Interests appertaining to all Units, or (ii) five (5) years after the First Closing.

(21) "Institutional Lender" shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, mortgage trust, or a group of lenders which shall include one of the foregoing, or (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system, or (iii) Sponsor.

(22) "Institutional Mortgage" shall mean any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either Sponsor or an Institutional Lender.

(23) "Insurance Trustee" shall mean a bank or a trust company, in either event having both an office in the State of New York and a capital surplus and undivided profits of \$500,000,000 or more, from time to time appointed to serve as such by the Condominium Board.

(24) "Land" shall mean all that certain tract, plot, piece and parcel of land situate, lying and being in the City of Peekskill, County of Westchester and State of New York, as more particularly described in Exhibit A to the Declaration.

(25) "Law" shall mean the laws and ordinances of any or all of the Federal, New York State, Westchester County and City of Peekskill governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governments, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium and/or the direction of any public officer pursuant to law.

(26) "Limited Common Elements" shall mean those certain portions of the Land and Building (other than the Units) existing for the use of Unit Owners of one or more specified Units to the exclusion of all other Unit Owners.

(27) "Majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners who are present, in person or by proxy, and voting at any duly constituted meeting of the Unit Owners at which a quorum is present.

(28) "Managing Agent" shall mean any Person employed by the Condominium Board who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate.

(29) "Mortgage Representatives" shall mean the representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages.

(30) "Permitted First Mortgage" shall mean a Permitted Mortgage that is a first mortgage lien against a Unit.

(31) "Permitted First Mortgagee" shall mean any holder of a Permitted First Mortgage.

(32) "Permitted Mortgage" shall mean any mortgage covering one or more Units that is placed thereon in compliance with the terms contained in Article 8 of the By-Laws.

(33) "Permitted Mortgagee" shall mean any holder of a Permitted Mortgage at the time in question.

(34) "Plan" shall mean that certain condominium offering plan relating to the Property, as accepted for filing by the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York and any amendments thereto.

(35) "Property" shall mean the Land, the Building, all the improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

(36) "Residential Section" shall mean those portions of the Building in which are located the Residential Units.

(37) "Residential Unit" shall mean any of the 183 residential "Units", as such term is defined in the Condominium Act, located in the Building, which Units are more particularly described in the Declaration and in the Floor Plans.

(38) "Residential Unit Owner" shall mean any Person who holds fee title, of record, to one or more Residential Units at the time in question.

(39) "Rules and Regulations" shall mean the rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

(40) "Selling Agent" shall mean any Person employed by Sponsor in connection with the sale, renting, management, operation and/or promotion of the Units.

(41) "Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests.

(42) "Sponsor" shall mean Woods Brooke Loretto Associates, a New York limited partnership having an address of P.O. Box 56, Baldwin Place, New York 10505, or any of its successors or assigns.

(43) "Unit" shall mean any of the Residential Units or the Commercial unit.

(44) "Unit Owners" shall mean the Residential Unit Owners (including Sponsor, if Sponsor owns any Unsold Residential Unit) and the Commercial Unit Owner, at the time in question.

(45) "Units" shall mean the Residential Units and the Commercial Unit.

(46) "Unsold Residential Unit" shall mean any Residential Unit owned by Sponsor at the time in question.

Exhibit C
UNIT OWNER'S POWER OF ATTORNEY

POWER OF ATTORNEY

The undersigned _____ (having an office)
(residing at) _____
the owner(s) of the Condominium Unit known as Unit No. _____
in The Villa at The Woods Condominium, located in the City of
Peekskill, County of Westchester, State of New York do hereby
irrevocably nominate, constitute and appoint the persons who
may from time to time constitute the Board of Managers of The
Villa at The Woods Condominium, my (our) true and lawful
attorneys-in-fact with a power coupled with an interest, with
power of substitution, in their own names, as members of the
Condominium Board or in the name of their designee (corporate
or otherwise), on behalf of all Unit Owners, in accordance with
the Unit Owners' respective Common Interests, subject to the
provisions of the By-Laws then in effect, (1)(a) to acquire or
lease any Unit, together with its Appurtenant Interest, from
any Unit Owner desiring to sell, convey, transfer, assign, or
lease the same, (b) to acquire any Unit, together with its
Appurtenant Interest, whose owner elects to surrender the same
pursuant to the terms of the By-Laws, (c) to acquire any Unit,
together with its Appurtenant Interest, that becomes the
subject of a foreclosure or other similar sale, on such terms
and (with respect to any transfer pursuant to the terms of
subdivision (a) or (c) of this paragraph) at such price or at
such rental, as the case may be, as said attorneys-in-fact
shall deem proper, and thereafter to convey, sell, lease,
mortgage, or otherwise deal with (but not vote the interest
appurtenant to) 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 said premises that the
undersigned could do if the undersigned were personally present
and (2) to execute, acknowledge and deliver (a) any declaration
or other instrument affecting the Condominium that the
Condominium Board deems necessary or appropriate to comply with
any law, ordinance, regulation, zoning resolution, or
requirement of the City of Peekskill or any other governmental
or quasi-governmental authority, applicable to the maintenance,
demolition, construction, alteration, repair, or restoration of
the Condominium or (b) any consent, covenant, restriction,
easement, or declaration, or any amendment thereto, affecting
the Condominium or the Common Elements, that the Condominium
Board deems necessary or appropriate or (3) to employ counsel
and to bring protests of real property tax assessments and tax
certiorari proceedings on behalf of the Undersigned's Unit for
the reduction of the assessed valuation of the Unit, the
Undersigned hereby waiving all right to bring such proceedings
on the Undersigned's own behalf. The acts of a majority of
such persons constituting the Condominium Board shall
constitute the acts of said attorneys-in-fact.

The undersigned (do) (does) hereby irrevocably nominate, constitute and appoint the Sponsor, Woods Brooke Loretto Associates, its successors and assigns, as my (our) attorney-in-fact coupled with an interest, with power of substitution, to acknowledge, and deliver any declaration or other instrument affecting the Condominium, and to amend from time to time the Declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the Declaration, or (2) shall be required by (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Residential Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Residential Unit, or (3) shall be required to create any utility easements or easements required by a governmental body or agency or otherwise in connection with the implementation of the terms of the offering plan, as amended, or (4) shall be required to comply with any applicable law ordinance, rule, regulation, zoning resolution, or requirement of any public authority applicable to the maintenance, demolition, construction, alteration, repair or restoration of the condominium, or (5) file amendments to the Declaration and By-Laws and Floor Plans required to correct any error or inconsistency or to implement the development of the Property in accordance with the terms of the Offering Plan, as amended, or (6) amend such Declaration to create any utility easements required by the Sponsor, a governmental body or agency or otherwise in connection with the implementation of the terms of the Offering Plan, as amended; provided, however, that any amendment made pursuant to the terms of subdivision (1), (2), (3), (4) or (5) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

IN WITNESS WHEREOF, the undersigned (has) (have) executed this Unit Owner's Power of Attorney this _____ day of _____, 198_.

(SEAL)

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

On this _____ day of _____ 198__, before me personally
came _____
to me and known to me to be the individual(s) described in and
who executed the within instrument, and (he) (she) (they)
thereupon acknowledged that (he) (she) (they) executed the same.

Notary Public

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

On this _____ day of _____ 198 , before me personally
came _____
to me and known to me to be the individual(s) described in and
who executed the within instrument, and (he) (she) resides at
No. _____ that (he) (she) is the _____ of _____, the
corporation described in and which executed the foregoing
instrument; that (he) (she) knows the seal of said
corporation; that the seal affixed to said instrument is such
corporate seal, that it is so affixed by order of the board of
directors of said corporation; and that (he) (she) signed (his)
(her) name thereto by like order.

Notary Public

THE VILLA AT THE WOODS CONDOMINIUM - TAX LOT DESIGNATIONS

<u>BLDG/APT</u>	<u>TAX LOT</u>	<u>BLDG/APT</u>	<u>TAX LOT</u>
A 201	16.-3-41.2/1201	A 503	16.-3-41.2/1503
A 202	16.-3-41.2/1202	A 504	16.-3-41.2/1504
A 203	16.-3-41.2/1203	A 505	16.-3-41.2/1505
A 204	16.-3-41.2/1204	A 506	16.-3-41.2/1506
A 205	16.-3-41.2/1205	A 507	16.-3-41.2/1507
A 206	16.-3-41.2/1206	A 508	16.-3-41.2/1508
A 207	16.-3-41.2/1207	A 509	16.-3-41.2/1509
A 208	16.-3-41.2/1208	A 510	16.-3-41.2/1510
A 209	16.-3-41.2/1209	A 511	16.-3-41.2/1511
A 210	16.-3-41.2/1210	A 512	16.-3-41.2/1512
A 301	16.-3-41.2/1301	A 513	16.-3-41.2/1513
A 302	16.-3-41.2/1302	A 514	16.-3-41.2/1514
A 303	16.-3-41.2/1303		
A 304	16.-3-41.2/1304	B 201	16.-3-41.2/2201
A 305	16.-3-41.2/1305	B 202	16.-3-41.2/2202
A 306	16.-3-41.2/1306	B 203	16.-3-41.2/2203
A 307	16.-3-41.2/1307	B 204	16.-3-41.2/2204
A 308	16.-3-41.2/1308	B 205	16.-3-41.2/2205
A 309	16.-3-41.2/1309	B 206	16.-3-41.2/2206
A 310	16.-3-41.2/1310	B 207	16.-3-41.2/2207
A 311	16.-3-41.2/1311	B 208	16.-3-41.2/2208
A 401	16.-3-41.2/1401	B 213	16.-3-41.2/2213
A 402	16.-3-41.2/1402	B 301	16.-3-41.2/2301
A 403	16.-3-41.2/1403	B 302	16.-3-41.2/2302
A 404	16.-3-41.2/1404	B 303	16.-3-41.2/2303
A 405	16.-3-41.2/1405	B 305	16.-3-41.2/2305
A 406	16.-3-41.2/1406	B 306	16.-3-41.2/2306
A 407	16.-3-41.2/1407	B 307	16.-3-41.2/2307
A 408	16.-3-41.2/1408	B 308	16.-3-41.2/2308
A 409	16.-3-41.2/1409	B 309	16.-3-41.2/2309
A 410	16.-3-41.2/1410	B 312	16.-3-41.2/2312
A 501	16.-3-41.2/1501	B 313	16.-3-41.2/2313
A 502	16.-3-41.2/1502	B 401	16.-3-41.2/2401

<u>BLDG/APT</u>	<u>TAX LOT</u>	<u>BLDG/APT</u>	<u>TAX LOT</u>
B 402	16.-3-41.2/2402	C 205	16.-3-41.2/3205
B 403	16.-3-41.2/2403	C 207	16.-3-41.2/3207
B 405	16.-3-41.2/2405	C 208	16.-3-41.2/3208
B 406	16.-3-41.2/2406	C 209	16.-3-41.2/3209
B 407	16.-3-41.2/2407	C 210	16.-3-41.2/3210
B 408	16.-3-41.2/2408	C 211	16.-3-41.2/3211
B 409	16.-3-41.2/2409	C 301	16.-3-41.2/3301
B 410	16.-3-41.2/2410	C 302	16.-3-41.2/3302
B 411	16.-3-41.2/2411	C 303	16.-3-41.2/3303
B 412	16.-3-41.2/2412	C 304	16.-3-41.2/3304
B 413	16.-3-41.2/2413	C 305	16.-3-41.2/3305
B 501	16.-3-41.2/2501	C 306	16.-3-41.2/3306
B 502	16.-3-41.2/2502	C 307	16.-3-41.2/3307
B 503	16.-3-41.2/2503	C 308	16.-3-41.2/3308
B 504	16.-3-41.2/2504	C 309	16.-3-41.2/3309
B 505	16.-3-41.2/2505	C 310	16.-3-41.2/3310
B 506	16.-3-41.2/2506	C 311	16.-3-41.2/3311
B 507	16.-3-41.2/2507	C 401	16.-3-41.2/3401
B 508	16.-3-41.2/2508	C 402	16.-3-41.2/3402
B 509	16.-3-41.2/2509	C 403	16.-3-41.2/3403
B 510	16.-3-41.2/2510	C 404	16.-3-41.2/3404
B 511	16.-3-41.2/2511	C 405	16.-3-41.2/3405
B 512	16.-3-41.2/2512	C 406	16.-3-41.2/3406
		C 407	16.-3-41.2/3407
C 104	16.-3-41.2/3104	C 408	16.-3-41.2/3408
C 105	16.-3-41.2/3105	C 409	16.-3-41.2/3409
C 106	16.-3-41.2/3106	C 410	16.-3-41.2/3410
C 107	16.-3-41.2/3107	C 501	16.-3-41.2/3501
C 201	16.-3-41.2/3201	C 502	16.-3-41.2/3502
C 202	16.-3-41.2/3202	C 503	16.-3-41.2/3503
C 203	16.-3-41.2/3203	C 504	16.-3-41.2/3504
C 204	16.-3-41.2/3204	C 505	16.-3-41.2/3505

<u>BLDG/APT</u>	<u>TAX LOT</u>	<u>BLDG/APT</u>	<u>TAX LOT</u>
C 506	16.-3-41.2/3506	D 305	16.-3-41.2/4305
C 507	16.-3-41.2/3507	D 306	16.-3-41.2/4306
C 508	16.-3-41.2/3508	D 307	16.-3-41.2/4307
C 509	16.-3-41.2/3509	D 308	16.-3-41.2/4308
C 510	16.-3-41.2/3510	D 309	16.-3-41.2/4309
C 511	16.-3-41.2/3511	D 310	16.-3-41.2/4310
C 512	16.-3-41.2/3512	D 311	16.-3-41.2/4311
C 513	16.-3-41.2/3513	D 312	16.-3-41.2/4312
C 514	16.-3-41.2/3514	D 313	16.-3-41.2/4313
		D 314	16.-3-41.2/4314
D 101	16.-3-41.2/4101	D 401	16.-3-41.2/4401
D 102	16.-3-41.2/4102	D 402	16.-3-41.2/4402
D 103	16.-3-41.2/4103	D 403	16.-3-41.2/4403
D 104	16.-3-41.2/4104	D 404	16.-3-41.2/4404
D 201	16.-3-41.2/4201	D 405	16.-3-41.2/4405
D 202	16.-3-41.2/4202	D 406	16.-3-41.2/4406
D 203	16.-3-41.2/4203	D 407	16.-3-41.2/4407
D 204	16.-3-41.2/4204	D 408	16.-3-41.2/4408
D 205	16.-3-41.2/4205	D 409	16.-3-41.2/4409
D 206	16.-3-41.2/4206	D 410	16.-3-41.2/4410
D 207	16.-3-41.2/4207	D 411	16.-3-41.2/4411
D 208	16.-3-41.2/4208	D 412	16.-3-41.2/4412
D 209	16.-3-41.2/4209	D 413	16.-3-41.2/4413
D 210	16.-3-41.2/4210	D 414	16.-3-41.2/4414
D 211	16.-3-41.2/4211	D HC*	16.-3-41.2/4001
D 212	16.-3-41.2/4212		
D 213	16.-3-41.2/4213		
D 214	16.-3-41.2/4214		
D 301	16.-3-41.2/4301		
D 302	16.-3-41.2/4302		
D 303	16.-3-41.2/4303		
D 304	16.-3-41.2/4304		

* Health Club

THE VILLA AT THE WOODS

SCHEDULE B

UNIT NO	NUMBER USABLE OF SPACE ROOMS IN AND SQUARE BATHS FEET	PERCENTAGE INTEREST IN THE COMMON ELEMENTS
	(1) (2)	(3)
A 201	3.5-1 615	0.45179
A 202	2.5-1 556	0.40843
A 203	4.5-1 853	0.62663
A 204	2.5-1 462	0.33939
A 205	4.5-1 844	0.62002
A 206	4.5-1 853	0.62663
A 207	2.5-1 461	0.33866
A 208	4.5-1 897	0.65895
A 209 V	2.5-1 539	0.39596
A 210	3.5-1 607	0.44591
A 301	3.5-1 688	0.50542
A 302	2.5-1 554	0.40698
A 303	4.5-1 860	0.63177
A 304 V	2.5-1 482	0.35409
A 305	4.5-1 899	0.66042
A 306	4.5-1 878	0.64500
A 307 V	2.5-1 467	0.34307
A 308	4.5-1 834	0.61267
A 309 V	2.5-1 553	0.40624
A 310 V	3.5-1 670	0.49219
A 311 V	2.5-1 463	0.34013
A 401 V	3.5-1 692	0.50836
A 402 V	2.5-1 564	0.41433
A 403	4.5-1 867	0.63691
A 404 V	2.5-1 472	0.34674
A 405 V	4.5-1 922	0.67732
A 406 V	4.5-1 886	0.65087
A 407 V	2.5-1 467	0.34307
A 408 V	4.5-1 867	0.63691
A 409 V	2.5-1 547	0.40184
A 410 V	3.5-1 632	0.46428
A 501 V	5.5-2 1,195	0.87787
A 502	3.5-1 705	0.51791
A 503	3.5-1 701	0.51497
A 504	4.5-2 978	0.71846
A 505 V	3.5-1 607	0.44591
A 506	3.5-1.5 825	0.60606
A 507	3.5-1 799	0.58696
A 508	3.5-1 872	0.64059
A 509 V	3.5-1 585	0.42975
A 510 V	3.5-1 610	0.44812

THE VILLA AT THE WOODS

SCHEDULE A

UNIT NO	NUMBER USEABLE OF SPACE ROOMS IN AND SQUARE BATHS FEET		PERCENTAGE INTEREST IN THE COMMON ELEMENTS (5)
	(1)	(2)	
A 511	4.5-2	988	0.72580
A 512 V	3.5-1	708	0.52011
A 513	3.5-1	701	0.51497
A 514 V	5.5-2	1,156	0.84922
B 201 V	2.5-1	518	0.38053
B 202 V	3.5-1	564	0.41433
B 203	3.5-2	852	0.62590
B 204 V	3.5-1	778	0.57153
B 205	4-1.5	745	0.54729
B 206	3.5-1	576	0.42314
B 207 V	2.5-1	505	0.37098
B 208 V	3.5-1	593	0.43563
B 213 V	3.5-1	575	0.42241
B 301 V	2.5-1	510	0.37466
B 302 V	3.5-1	576	0.42314
B 303 V	3.5-1	636	0.46722
B 305 V	3.5-1	610	0.44612
B 306 V	3.5-1	600	0.44077
B 307 V	2.5-1	521	0.38274
B 308 V	2.5-1	521	0.38274
B 309	4.5-1	976	0.71699
B 312	4.5-1	973	0.71478
B 313	2.5-1	523	0.38421
B 401 V	4-1	654	0.48044
B 402	3.5-1	559	0.41065
B 403 V	3.5-1	650	0.47750
B 405 V	3.5-1	594	0.43636
B 406 V	3.5-1	602	0.44224
B 407 V	4-1	655	0.48118
B 408	2.5-1	532	0.39082
B 409	3.5-1	614	0.45106
B 410	3.5-1	617	0.45326
B 411	3.5-1	759	0.55758
B 412 V	3.5-1	589	0.43269
B 413 V	2.5-1	534	0.39229
B 501 V	5-2	981	0.72066
B 502 V	4.5-2	939	0.68951
B 503	4.5-2	1,093	0.80294
B 504 V	4.5-2	914	0.67144
B 505 V	4.5-2	931	0.68393
B 506	5-2	951	0.69862

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THE VILLA AT THE WOODS

SCHEDULE A

UNIT NO	NUMBER USEABLE OF SPACE ROOMS IN AND SQUARE BATHS FEET		PERCENTAGE INTEREST IN THE COMMON ELEMENTS (5)
	(1)	(2)	
B 507	4.5-2	773	0.56786
B 508	4.5-2	921	0.67658
B 509 V	4.5-2	905	0.66483
B 510	4.5-2	1,109	0.81469
B 511*V	4.5-2	877	0.64426
B 512	4.5-2	806	0.59210
C 104	2.5-1	468	0.34380
C 105 V	2.5-1	655	0.48118
C 106	3.5-1	710	0.52158
C 107	3.5-1	650	0.47750
C 201	3.5-1	673	0.49440
C 202	2.5-1	531	0.39008
C 203 V	3.5-1	858	0.63030
C 204	2.5-1	475	0.34394
C 205	4.5-1	847	0.62222
C 207 V	2.5-1	497	0.36511
C 208	4.5-1	902	0.66263
C 209 V	2.5-1	539	0.39596
C 210 V	3.5-1	651	0.47824
C 211	2.5-1	426	0.31295
C 301 V	3.5-1	678	0.49807
C 302	2.5-1	548	0.40257
C 303	4.5-1	860	0.63177
C 304	2.5-1	470	0.34527
C 305 V	4.5-1	854	0.62736
C 306 V	4.5-1	849	0.62369
C 307	2.5-1	475	0.34894
C 308 V	4.5-1	851	0.62516
C 309 V	2.5-1	544	0.39963
C 310	3.5-1	666	0.48926
C 311	2.5-1	575	0.42241
C 401	3.5-1	682	0.50101
C 402 V	2.5-1	536	0.39376
C 403	4.5-1	860	0.63177
C 404 V	2.5-1	472	0.34674
C 405 V	4.5-1	917	0.67365
C 406 V	4.5-1	894	0.65675
C 407 V	2.5-1	476	0.34968
C 408 V	4.5-1	863	0.63398
C 409 V	2.5-1	543	0.39890
C 410 V	3.5-1	656	0.48191

THE VILLA AT THE WOODS

SCHEDULE A

UNIT NO	NUMBER OF ROOMS AND BATHS (1)	USEABLE SPACE IN SQUARE FEET (2)	PERCENTAGE INTEREST IN THE COMMON ELEMENTS (3)
C 501 V	5.5-2	1,196	0.87860
C 502	3.5-1	712	0.52305
C 503 V	3.5-1	700	0.51423
C 504	4.5-2	976	0.71699
C 505	3.5-1	601	0.44151
C 506 V	3.5-1.5	827	0.60753
C 507	3.5-1	802	0.58916
C 508 V	3.5-1	881	0.64720
C 509 V	3.5-1	588	0.43196
C 510	3.5-1	605	0.44444
C 511	4.5-2	986	0.72433
C 512	3.5-1	707	0.51938
C 513 V	3.5-1	674	0.49513
C 514	5.5-2	1,191	0.87493
D 101	4.5-1	932	0.68466
D 102	3.5-1	645	0.47383
D 103	3.5-1	659	0.48411
D 104 V	4.5-1	818	0.60092
D 201 V	2.5-1-L	605	0.44444
D 202 V	2.5-1-L	772	0.56713
D 203 V	2.5-1-L	779	0.57227
D 204 V	2.5-1-L	936	0.68760
D 205	2.5-1-L	770	0.56566
D 206 V	3.5-1-L	953	0.70009
D 207 V	3.5-1-L	902	0.66263
D 208 V	2.5-1-L	656	0.48191
D 209 V	2.5-1-L	663	0.48705
D 210 V	2.5-1-L	590	0.43343
D 211 V	2.5-1-L	814	0.59798
D 212 V	2.5-1-L	903	0.66336
D 213 V	3-1-L	793	0.58255
D 214 V	2.5-1-L	940	0.69054
D 301 V	2.5-1-L	623	0.45767
D 302 V	2.5-1-L	764	0.56125
D 303 V	2.5-1-L	763	0.57521
D 304 V	2.5-1-L	923	0.67805
D 305 V	2.5-1-L	780	0.57300
D 306 V	3.5-1-L	946	0.69495
D 307 V	2.5-1-L	946	0.69495
D 308 V	2.5-1-L	674	0.49513
D 309 V	2.5-1-L	650	0.47750

THE VILLA AT THE WOODS

SCHEDULE A

UNIT NO	NUMBER USEABLE OF SPACE ROOMS IN AND SQUARE BATHS FEET		PERCENTAGE INTEREST IN THE COMMON ELEMENTS (5)
	(1)	(2)	
D 310 V	2.5-1-L	609	0.44738
D 311 V	2.5-1-L	778	0.57153
D 312 V	2.5-1-L	907	0.66630
D 313 V	3-1-L	752	0.55243
D 314 V	2.5-1-L	945	0.69421
D 401 V	3.5-1	703	0.51644
D 402 V	2.5-1	476	0.34968
D 403 V	4.5-2	940	0.69054
D 404 V	4.5-2	1,018	0.74784
D 405 V	2.5-1	402	0.29532
D 406 V	4.5-2	891	0.65455
D 407 V	4.5-2	830	0.60973
D 408 V	2.5-1	379	0.27842
D 409 V	4.5-2	864	0.63471
D 410 V	4.5-2	870	0.63912
D 411 V	3.5-1	695	0.51056
D 412 V	4.5-2	979	0.71919
D 413 V	3.5-1	741	0.54435
D 414 V	3.5-1	697	0.51203
D Commercial Unit		2,741	2.01359
		<u>136,125</u>	<u>100.00</u>