E Title Agency Certification

NY COMMERCIAL SERVICES OPERATION
711 Third Avenue, New York, NY 10017
245 Main Street, White Plains, NY 10601

Chicago Title Insurance Company

SPECIAL SEARCH NO: CT18-90163-W

THE COMPANY certifies that a search has been made in the office (s) shown below for the period (s) and for the instruments, liens and notices hereinafter listed affecting the premises and the parties following.

No search has been made against land lying in and any street, lane or right-of way adjacent to the premises described, except as specifically noted.

THIS SEARCH IS FOR INFORMATION ONLY. THE LIABILITY OF THIS COMPANY UNDER THIS SEARCH IS LIMITED TO THE AMOUNT PAID FOR SAME.

Office (s) in which search was made:

COUNTY: Westchester
TOWN: Mamaroneck

PREMISES: Eagle Knolls Road, Delancey Cove Road West. Delancey Cove Road North, Delancey Cove Road South, Delancey Cover Road East, and Cooper Avenue

I) 1) This Company has searches the records of the Westchester County Clerk's Office for all filed maps showing above referenced streets. The following have been found filed of record:

a) Map No. 3464 – filed 6/21/1929 – "Eagle Hommocks – Electric, Lighting, Telephone, Gas, Water and Sewerage Systems.

b) Map No. 3571 – filed 3/15/1930 – "Map of Eagle Hommocks"

c) Map No. 3415 – filed 4/1/1929 – "Map of Eagle Hommocks"

d) Map No. 7112 – filed 6/22/1950 – "Subdivision Map of Hommocks Estates"

e) Map No. 9788 – filed 4/1/1955 – "Map Showing Easement for Westchester County D.P.W. Sanitary Sewer Division Hommocks Pump House"

f) Map No. 12213 – filed 11/24/1959 – "Survey of a Parcel of Land at the

Northwest Corner of Orienta Avenue and Cove Road East"

2) This Company has determined that all lots on above referenced subdivision maps have access over subject streets.

3) There are no restrictions on the use or location of the subject streets set forth on any of the above cited maps or elsewhere on public record.

4) This Company has not searched each individual lot on any filed subdivision map to determine ownership.

II) This Company has searched the public record and finds the following instruments of record that contain covenants and restrictions which may impact the ability to develop the subject premises.

a) Liber 2150 cp 248 (Exhibit A):

Exhibit A is the Deed, dated July 17, 1917 between Ella Cecilia Howell and Alvan W. Perry. The Deed contains two separate sets of restrictions. The first set of restrictions applies to Lots 10 and 11 on the "Map of Palmer Hommock, Property of Mrs. C.A Howell Mamaroneck, NY" dated August 25, 1896 and filed with the Westchester County Register's Office on August 25, 1898 as Filed Map No. 1334 ("Map No. 1334"). (See Liber 2150, cp 251-253). The restrictions on Lots 10 and 11 on Map No. 1334 include, among other things, restrictions limiting any building or structure on the lots to a dwelling house for a private family on parcels of not less than one (1) acre in area. Lots 10 and 11 on Map No. 1334 are not located on Hampshire's property, as Hampshire's Property is shown on the Spinelli Survey provided.

The second set of restrictions in the Deed applies to the lands owned by Ella Cecilia Howell between Post Road and Palmer Hommocks, which area is restricted to dwelling houses for private families only, among other things. (See Liber 1250, cp 253-254). There is no restriction limiting the lot size, as there is with Lots 10 and 11. The Spinelli Survey only shows this restriction as applying to the northeast portion of Hampshire's property.

b) Liber 2862 cp 286 (Exhibit B):

Exhibit B is the Deed, dated June 18, 1928, between S.M.H. Corporation and Hommocks Holding Corporation. (Liber 2862, cp 286). The Deed contains a restriction limiting structures to "one private dwelling house upon each numbered plot as shown on *said map* designed for the occupancy of one family only." (Liber 2862, cp 293) (emphasis added). The only map expressly identified in the Deed is Map No. 1334 (See Liber 2862, cp 291). Map No. 1334 is a map of property that is not located on Hampshire's property.

c) Liber 1783 cp 306 (Exhibit C):

Exhibit C is a Deed from Rushmore Realty Corporation to Charlotte Carrington, dated January 7, 1907. The deed contains a restriction limiting any building or structure to "dwelling houses constructed for the use of one family only." (Liber 1783, cp 307). The Deed is made with referenced to a "diagram annexed to this deed." (Liber 1783, cp 307). The diagram is recorded at Volume 24, map 45 and shows that the property conveyed in the Deed is fronting along Orienta Avenue and extends southwest approximately 850.05 feet. Spinelli Surveying has indicated that the metes and bounds description in the deed and the diagram are insufficient to plot the exact location of the property referenced in the Deed.

d) Liber 1817 cp 386 (Exhibit D):

Exhibit D is a Deed from Rushmore Realty Corporation to Charlotte Carrington dated September 30, 1907. The Deed contains a restriction limiting any building or structure on the property to "dwelling houses constructed for the use of one family only." (Liber 1817, cp 387). The Deed is made with reference to the attached diagram recorded at Volume 26, page 47. Spinelli Surveying has indicated that the metes and bounds description in the deed and the diagram are insufficient to plot the exact location of the property referenced in the Deed.

Chicago Title Insurance Company may not render a legal opinion. The certification is the result of a search of the public record conducted by the Company.

The foregoing search is made for and certified to:

Zarin & Steinmetz
81 Main Street
Suite 415
White Plains, NY 10601

Dated: 10/1/2018 Certified, as of: 8/8/2018 ,

By:

Timothy P. Ring
New York State Counsel

Encl.

Exhibit A

part has not done or suffered anything whereby the said premises have been encumbered in any way whatever. IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal, the day and year first above written.

In presence of BERNHARD H. LEVY. (L.S.)

Samuel Fruchthandt. as Executor, etc., under the last will and testament of Bettie Heine, deceased.

STATE OF NEW YORK, CITY OF NEW YORK, COUNTY OF NEW YORK. SS. On the 17th day of July, in the year one thousand nine hundred seventeen, before me personally came Bernhard H. Levy, the executor under the last will and testament of Bettie Heine, deceased, to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Isaac Nelson, Commissioner of Deeds, New York City, certificate filed in N.Y. Co., 70, term expires Sept. 26, 1918.

STATE OF NEW YORK, COUNTY OF NEW YORK. SS. I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for said County, the same being a Court of Record, do hereby certify that Isaac Nelson, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition or proof or acknowledgment, a Commissioner of Deeds in and for the City of New York duly commissioned and sworn, and authorized by the laws of said State, to take depositions and also to administer oaths to be used in any Court in said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Commissioner of Deeds and verily believe that the signature to such deposition or certificate of proof or acknowledgment is genuine. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 18 day of July, 1917.

(L.S.) WM. F. SCHNEIDER, CLERK.

The foregoing instrument was endorsed for record as follows:- The property affected by this instrument is situate in the city of YONKERS, in the County of Westchester, N.Y. A true copy of the original Deed and acknowledgment thereof, with certificate, recorded July 19, 1917, at 11 A.M. Register.

ELLA CECILIA HOWELL,

TO

ALVAN W. PERRY, THIS INDENTURE, Made the 17th day of July in the year one thousand nine hundred and seventeen, BETWEEN ELLA CECILIA HOWELL, of the Town of Mamaroneck, Westchester County and State of New York, as Executrix

Exhibit A

and Trustee under the last will and testament of Cecilia A. Howell, deceased, and ELLA CECILIA HOWELL, as Trustee under a certain instrument made by the said Cecilia A. Howell, dated August 13th, 1892, and recorded in the office of the Register of Westchester County, in Liber 1281 of conveyances, at page 346, party of the first part, and ALVAN W. PERRY, residing at 132 East 57th Street, Borough of Manhattan, New York City, State of New York, party of the second part; WITNESSETH, that the said party of the first part by virtue of the power and authority to her given in and by the said last will and testament, and the said certain instrument made by the said Cecilia A. Howell, dated August 13th, 1892, and in consideration of the sum of Eight thousand dollars ($8000.) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns forever, ALL those two certain plots, pieces or parcels of land, situated in the town of MAMARONECK, Westchester County, New York, which are shown and designated as parcels numbers ten (10) and eleven (11) upon a certain map of "Palmer Hommock," property of Mrs. Cecilia A. Howell, of Mamaroneck, New York, filed in the office of the Register of Westchester County, on August 25, 1898, as map No. 1334 and which are more particularly bounded and described as follows:- BEGINNING at a point on the northwesterly side of Oak Lane as designated on said map, at a stone monument located at the point of intersection of the said side of Oak Lane with the division line between parcel number eleven and parcel number ten, as shown on said map; running from said monument southwesterly along the westerly line of said Oak Lane south 40° 32' 40" west sixty-seven and five-tenths feet moreor less to the point of a curve; thence southerly and westerly on a curved line with a radius of eighty-two and five-tenths feet, one hundred and twenty-nine and fifty-nine one-hundfedths feet to the end of said curve; thence north 49° 27' 20" west along the easterly side of said Oak Lane one hundred and ninety-one and sixty one-hundredths (191.60) feet, to the easterly side of the Causeway as shown on said map; thence in a northerly direction and on a reverse curve, one hundred and thirty-eight and seventy-one one-hundredths feet; thence still along said Causeway north 30° 4' 40" west one hundred and one and twenty-two one-hundredths feet to a monument on the easterly side of said Causeway; thence north 55° 41' 40" east one hundred and thirty-three and fifty-seven one-hundredths feet to the easterly boundary line of said parcel number eleven; thence still north 55° 41' 40" east one hundred and forty-one feet more or less to the line of mesne highwater as shown on said map; thence southeasterly and easterly as the said mesne high water line winds and turns to its intersection with the easterly boundary line of said parcel number ten as shown on said map; and thence south 4° 26' 40" west one hundred and eighty feet more or less along the boundary line between parcel number ten and parcel number nine as shown on said map to the easterly side of Oak Lane as shown on said map; thence northwesterly, westerly and southerly

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along the side of said Oak Lane as the same winds and turns one hundred and fifty and eighty-five one-hundredths feet to the said monument at the point or place of beginning. Together with all the right, title and interest of the parties of the first part in and to the land under water lying between the said line of mesne high water, the prolongation of the boundary line between parcels 9 and 10 and the line shown on said map running north seventy degrees and thirty-nine minutes east from the point of intersection of mesne high water line with the northwesterly boundary line of parcels 10 and 11. Together with the right of way over a certain road or lane leading from the Boston Post Road down to and connecting with the Hommock Road, shown upon the said map, (and together with the right to use that portion of the premises shown upon the said map and designated "Landing" and "Reserve" with the road leading thereto, as a promenade or landing, or means of reaching or returning from boats visiting persons who shall for the time being be the owners or in the possession of any part of the premises hereby conveyed or intended so to be; provided, however, the party of the second part, his legal representatives or assigns, shall contribute his or their fair proportion of the cost of maintaining the same not exceeding Twenty-five ($25.) Dollars annually, for each of the said several parcels, and shall also subscribe to and agree to comply with the rules and regulations in respect thereof, as may from time to time be made by a majority of the land owners entitled to use the said "Landing" and "Reserve." ALSO, the party of the first part does remise, release, convey and quit-claim to the party of the second part, all her right, title and interest in and to the several pieces or parcels of land included within the outside boundaries of the road or roadway, "Landing" and the private road connecting with the "Reserve" shown upon the above mentioned map as the Hommock Road, Oak Lane, "Reserve", "Landing" and the private road connecting the "Reserve" with Hommock Road, the lands within the roadway shown thereon (connecting the intersection of Hommock Road and Oak Lane with the roadway shown on the said map as the "Causeway" to the northerly boundary line of plot number eleven as shown on said map, and does release to the party of the second part any right heretofore reserved by her or granted to her of using, or of granting to any other person acquiring title through her, or her successors, to lands owned by her lying between the Boston Post Road and the said "Palmer Hommock," any right, privilege or easement, to use, the said roads, "Landing" and "Reserve" and the approaches thereto. AND the said party of the first part does hereby give and grant unto the party of the second part, for his use and benefit, and for the use and benefit of the several owners from time to time of the plots constituting the said "Palmer Hommock," shown on said map, a right of way over the road or lane now leading from the Boston Post Road to the said Palmer Hommock such right of way to be over a strip of land forty (40) feet in width, including the land in said road or lane, as now in use, together with

sufficient land along the westerly side thereof to increase the width thereof to forty (40) feet between the northerly line of plot number 12 of said Palmer Hommock as shown on said map, and the southerly line of land now or late of Beulah Irene Mills and Mary Mills Mead. AND the party of the first part does release, surrender and discharge to and for the benefit of the party of the second part, and the owners of lands in the said Palmer Hommock, any right or easement heretofore reserved by her, or granted to her, of constructing, maintaining or using a sewer across or through Palmer Hommock as an outlet for sewerage originating upon or passing through any of the lands owned by her between the Post Road and the said Palmer Hommock, or of granting to others the right or easement so to do.

TOGETHER with the appurtenances, and also all the estate which the said testator had at the time of her decease in said premises, and also the estate therein which the said party of the first part had or has power to dispose of whether individually or by virtue of said will or said trust deed or otherwise.

TO HAVE AND TO HOLD, the above granted premises unto the said party of the second part, his heirs and assigns forever. AND the said party of the first part covenants with the said party of the second part, that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever. AND the said parties to this indenture as part of the consideration for the execution and delivery thereof, do hereby mutually covenant and agree with each other, their legal representatives and assigns, and in respect to the above described plots numbers ten and eleven, as follows:-

FIRST. that there shall not at any time hereafter be erected upon any one of the said several parcels hereinbefore described, any building or structure whatsoever except a dwelling house for a private family, together with stable and such outhouses as properly and reasonably belong to a private dwelling house; that no wines, liquors, beer or other intoxicating beverages shall be sold on said premises; that this covenant shall be understood to prohibit the use of any building or structure on said premises as a school, hotel, boarding house, or other house for the lodging or entertainment of any person for hire, or for any storehouse, warehouse, or any business use or purpose whatsoever, and to prohibit the erection or maintenance on said premises of any place for the keeping of pigs, or for any purpose which may reasonably be deemed a nuisance, or any dangerous, noxious or offensive use or purpose whatever, and to prohibit the use of said premises for any public garden, or bathing place, or for the landing of any boats or vessels, except those visiting owners or occupants of premiseslying south of the Boston Post Road conveyed at any time after January 1, 1898, by the party of the first part, her heirs, executors or successors. SECOND. that the said several parcels hereby granted shall not be subdivided, conveyed, leased or occupied in parcels of less than one acre each in area; that no more than one dwelling house shall be

erected on any such subdivision, and that no dwelling house erected on any part of such premises shall be of a value less than Five thousand ($5000.) Dollars. THIRD. that all sewers which may be constructed upon, or run from the said premises shall be constructed of iron pipe, and the outlet shall be at least twenty feet beyond the line of extreme low water. FOURTH. that the party of the second part will not at any time use any part of the said premises shown upon the said map and designated "Landing" and "Reserve", or any part of the road leading thereto for any purpose other than a promenade or landing, or means of reaching or returning from any boat or vessel which may touch at the said landing, and will at all times comply with the rules and regulations in respect thereto, in force for the time being. FIFTH. that the party of the second part will keep and maintain one-half of the road in front of and adjoining the hereby granted premises in good order and repair, and the surface thereof properly and sufficiently covered with fine bluestone, or some material equal thereto, and similar to the adjoining portions of such road, at his own expense, and that he will annually contribute such sum of money as may be requisite to pay his share or proportion, not exceeding Twenty-five ($25.) Dollars annually, for each of the said several parcels of the cost and expense of keeping the piece of land, designated "Landing" and "Reserve" upon said map, and the road or approach thereto, in good order and repair similar to the Hommock Road. SIXTH. that the covenants aforesaid shall at all times be attached to the said premises and run with the land and shall be inserted or referred to in any and all future conveyances, mortgages or other instruments, whereby the title to the said land can or may be transferred or affected, and that the said covenant shall forever hereafter be recognized, sustained and upheld, and that it shall at all times hereafter be lawful for said party of the first part, or her legal representatives or assigns, and for any person who may at the time be the owner of, or entitled to any estate in, or the possession of any part of the premises shown upon the said map hereinbefore mentioned, to institute, maintain and prosecute any suit, action or proceeding at law or in equity against any person or persons violating or attempting or threatening to violate the covenants and agreements herein contained, and such person prosecuting such suit or action shall be entitled as matter of right, and without showing any special damage or irreparable injury, and notwithstanding that a remedy at law may exist, to an injunction restraining any act, or the maintenance of any building or structure, which shall contravene any of the provisions of any covenant in this instrument. SEVENTH. that the covenants and agreements aforesaid are to be enforced personally against the said party of the second part, his heirs, legal representatives or assigns, only in case and so long as he or they shall be the owner or owners, or in possession of the premises hereby granted, at the time or times when any violation of the said covenants and agreements, or either of them, shall or may be

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committed, attempted or threatened, and that such covenants may be enforced personally against any person or persons who may be such owner or owners or in possession at such time, in like manner as if such then owner or person in possession had personally entered into the covenants herein contained. EIGHTH. that all conveyances executed by the party of the first part, or her legal representatives, conveying premises shown upon said map hereinbefore mentioned, shall contain a covenant of restriction similar to that herein contained. AND the said parties as part of the consideration for the execution and delivery hereof, do hereby further mutually covenant and agree with each other, their legal representatives and assigns, as follows: FIRST. the party of the first part covenants and agrees that in all conveyances of land owned by her between the Post Road and Palmer Hommock, she will insert a covenant binding the purchasers to contribute toward the reasonable upkeep and maintenance of the said road or lane leading from the Boston Post Road to the said Palmer Hommock, proportionately to the assessed value from time to time of the land so conveyed as compared with the assessed values of all lands lying south of the Boston Post Road having a right of way over the said land. SECOND. that in the event that the party of the first part develop the said land, that she will contribute in like proportion for the purpose of maintaining said road as aforesaid. THIRD. the party of the first part further covenants with the party of the second part that until the covenant restricting the use of the premises of the said Palmer Hommock as shown on a map of Palmer Hommock property of Mrs. Cecilia A. Howell, of Mamaroneck, New York, filed in the office of the Register of Westchester County, on August 25th, 1898, shall be terminated, cancelled or discharged there shall not at any time be erected upon the land now owned or controlled by the party of the first part, lying between said Boston Post Road and said Palmer Hommock, any building or structure whatsoever, except a dwelling house for private families, together with stable and such outhouses as properly and reasonably belong to a private dwelling house. That no wines, liquors, beer or other intoxicating beverages shall be sold on said premises and that this covenant shall be understood to prohibit the use of any building or structure upon said premises as a storehouse, warehouse, or for any business use or purpose whatsoever, and to prohibit the erection or maintenance on said premises of any buildings for thekeeping of pigs, or for any purpose which may reasonably be deemed a nuisance, or any dangerous, noxious or offensive use of purpose whatsoever, and to prohibit the use of the said premises for any public garden, or bathing place, or for the landing of any boats or vessels, except those visiting owners or occupants of the premises just hereinabove described, lying between the Boston Post Road and the said Palmer Hommock. AND the party of the first part does further covenant with the party of the second part, that all deeds hereafter made by her for the conveying of all or any part of said lands lying between said Boston

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Post Road and Palmer Hommock hereinabove just referred to shall contain this covenant which said covenant shall run with the land. IN WITNESS WHEREOF, the said parties of the first and second parts have hereunto set their hands and seals, the day and year first above written.

In the presence of

Theodore M. Hill, ELLA CECILIA HOWELL. (L.S.)

as to Ella Cecilia Howell. as Executrix and Trustee under the last will and testament of Cecilia A. Howell, deceased.

ELLA CECILIA HOWELL. (L.S.)

as Trustee, etc.

ALVAN W. PERRY. (L.S.)

STATE OF NEW YORK, COUNTY OF NEW YORK. SS. On this 17th day of July, one thousand nine hundred and seventeen, before me personally came Ella Cecilia Howell, as Executrix of the last will and testament of Cecilia A. Howell, deceased, and as Trustee under a certain trust deed, to me personally known and known to me to be the individual described in and who executed the foregoing conveyance, and duly acknowledged that she executed the same.

Theodore M. Hill, Notary Public, Westchester County.

STATE OF NEW YORK, COUNTY OF NEW YORK. SS. On this 17th day of July, one thousand nine hundred and seventeen, before me personally came Alvan W. Perry, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he thereupon duly acknowledged to me that he had executed the same.

Wm. C. White, Notary Public, Westchester County.

The foregoing instrument was endorsed for record as follows:- The property affected by this instrument is situate in the town of MAMARONECK, in the County of Westchester, N.Y. A true copy of the original Deed and acknowledgments thereof, recorded July 19, 1917, at 11.15 A.M.

Register.

JOHN A. LARSON, AND W.

TO

HENRY BARNARD, AND W.

THIS INDENTURE, Made the seventeenth day of July, in the year nineteen hundred and seventeen, BETWEEN JOHN A. LARSON and IDA LARSON, his wife, of Hawthorne, Town of Mount Pleasant, County of Westchester and State of New York, parties of the first part, and HENRY BARNARD and ELIZABETH BARNARD, his wife, of No. 347 East Fifty-seventh Street, Borough of Manhattan, City and County of New York, State of New York, parties of the second part; WITNESSETH, that the said parties of the first part, in consideration of ONE HUNDRED ($100) DOLLARS, lawful money of the United States, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, paid by the parties of the second part, do hereby

Exhibit B

Westchester County.

The foregoing instrument was endorsed for record as follows: The land affected by this instrument lies in the Town of MOUNT PLEASANT, County of Westchester, New York.

A true copy of the original Deed and acknowledgment thereof recorded June 25, 1928 at 11.10 A. M. At request of: SILAS S. CLARK

Register.

JOHN J. SINNOTT : Affidavit

AFFIDAVIT OF : COUNTY OF WESTCHESTER: SS:

JOHN J. SINNOTT, being duly sworn, says that he resides at North Tarrytown, New York, and is an attorney-at-law, and that during or about the month of June, 1927, he prepared a deed from Henry Meyer, as grantor, to Mildred M. Meyer, as grantee, conveying four Sherman Park Lots, approximately one hundred (100') feet square, on the east side of Tuxedo Place at Hawthorne, in the Town of MOUNT PLEASANT, New York. That deponent knew said Henry Meyer and Mildred M. Meyer for over ten years prior to the making of said deed and knew said Henry Meyer and Mildred M. Meyer to be husband and wife. That thereafter and on or about July 7th, 1927, said Henry Meyer died and left said Mildred M. Meyer as his widow.

JOHN J. SINNOTT ---

Sworn to before me this 28th day of May, 1928.

IDA M. SADOFSKY, Notary Public

Westchester Co.

The property affected by this instrument lies in the Town of MOUNT PLEASANT, County of Westchester, New York.

A true copy of the original Affidavit and acknowledgment thereof recorded June 25, 1928 at 12.55 P. M. At request of: MERRIAM & GIBBONS

Register.

S. M. H. CORPORATION : See Liber J.R.J.W.L. 1934 of 414

TO : See Hdmr. Mod. Rest. Cov. Liber 4461 Page 411

HOMMOCKS HOLDING CORPORATION : See Agreement Liber 6309 page 432 THIS INDENTURE, made the 18th day of June, nineteen hundred and twenty eight, BETWEEN:

S. M. H. CORPORATION, a New York Corporation, having its principal place of business at No. 1 North Chatsworth Avenue, Town of Mamaroneck, Westchester County, New York, party of the first part, and HOMMOCKS HOLDING CORPORATION, a New York Corporation, having its principal place of business at Orienta Point, Town of Mamaroneck, Westchester County, New York, party of the second part, WITNESSETH, that the party of the first part, in consideration of ONE HUNDRED ($100.00) DOLLARS,

Exhibit B

Liber 2863 cp 286

lawful money of the United States, AND OTHER GOOD AND VALUABLE CONSIDERATIONS paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever ALL that piece or parcel of land with the buildings and improvements now on or being erected thereon, situate, lying and being in the Town of MAMARONECK, Westchester County, New York, known and described as follows: BEGINNING at a point on the northeasterly side of Hommocks Road as now laid out distant Eight hundred ten and twenty-one one hundredths (810.21) feet southeasterly from a point formed by the intersection of the southeasterly side of Boston Post Road with the northwesterly side of Hommocks Road; thence along lands now or formerly of the Marmont Corporation the following courses and distances; N 33 degrees, 08 Minutes, 00 Seconds East two hundred fifty-six and ninety-six one hundredths (256.96) feet; N 56 degrees, 42 minutes, 00 Seconds West Two Hundred eighty-eight (288) feet; N 47 degrees, 29 Minutes, 30 Seconds E three hundred seventy-six and one one hundredth (376.01) feet to a point called "A"; thence N 47 degrees, 29 Minutes, 30 Seconds E one hundred twenty-nine and thirty one hundredths (129.30) feet to a point called "B"; thence continuing along N 47 degrees, 29 Min., 30 seconds E two hundred forty-one and sixty-three one hundredths (241.63) feet; N 63 degrees, 33 Minutes, 00 Seconds E Two hundred eighty-two and ninety-six one hundredths (282.96) feet; N 57 degrees 08 Minutes, 30 Seconds E Five hundred thirty-nine and fifteen one hundredths (539.15) feet; N 51 degrees, 31 Minutes, 30 Seconds E One Hundred forty-two and fifteen one hundredths (142.15) feet to land now or formerly Potter; thence along said land of Potter and lad of Nevill S 36 degrees, 06 Minutes, 00 Seconds E One hundred fifty-nine (159) feet; S 35 degrees, 46 Minutes, 00 Seconds E eighty-seven and thirty-nine one hundredths (87.39) feet to land of seller; thence along said land of seller the following courses and distances: S 54 degrees, 40 Minutes, 10 Seconds E Three hundred twenty-four and twenty-six one hundredths (324.26) feet; S 34 degrees, 12 Minutes, 00 Seconds E. One hundred fifty (150) feet; S 40 degrees, 30 Minutes, 00 Seconds E Four hundred forty eight (448) feet; N 30 degrees, 10 Minutes, 00 Seconds E Four hundred fifty-two (452) feet to land now or formerly of Humphries; thence along said land of Humphries N 60 degrees, 56 Minutes, 30 Seconds E Two hundred eighty-five and eight one hundredths (285.08) feet to land now or formerly of Bister; thence along said land of Bister and land of the seller the following courses and distances; S 22 degrees, 29 Minutes, 30 Seconds W Two hundred seventy-two and seventy-six one hundredths (272.76) feet; South 67 degrees, 30 Minutes, 30 Seconds W twenty-one (21) feet; S 18 degrees, 26 Minutes, 58 Seconds W Six hundred nine and three one hundredths (609.03) feet; S 29 degrees, 46 Minutes, 00 Seconds W One hundred seventy-eight and seventy one hundredths (178.70) feet to a point of curve; thence on a curve to the left with a radius of one hundred (100) feet one hundred thirty-three and two one hundredths

(133.02) feet; thence N 43 degrees, 33 Minutes, 00 Seconds E twenty (20) feet to a point on a curve; thence on a curve to the left with a radius of eighty (80) feet forty-eight and sixty-five one hundredths (48.65) feet to a point of tangent; thence S 81 degrees, 17 Minutes, 30 Seconds E two hundred seventy-five and forty-one one hundredths (275.41) feet; S 81 degrees, 31 Minutes, 10 Seconds E one hundred sixty-six and four one hundredths (166.04) feet; N 61 Degrees, 27 Minutes, 10 Seconds E Sixty-nine and forty-nine one hundredths (69.49) feet; S 53 degrees, 43 Minutes, 20 Seconds E Twenty-five (25) feet to the center line of proposed road fifty feet in width to be called DeLancey Cove Road East; thence southerly along center line of said road on a curve to the left with a radius of Eighty (80) feet Ninety-five and fifty-five one hundredths (95.55) feet to a point of tangent; thence S 32 degrees, 29 Minutes, 30 Seconds E one hundred eight and forty-eight one hundredths (108.48) feet; thence along the land of the seller S 57 degrees, 30 Minutes, 30 Seconds W One hundred forty-eight and thirty one hundredths (148.30) due west one hundred Thirty-seven and ninety-two one hundredths (137.92) feet; S 59 degrees, 18 Minutes, 00 Seconds W three hundred sixty (360) feet S 4 degrees, 44 Minutes, 00 Seconds E Fifty-two (52) feet; S 28 degrees, 12 Minutes, 10 Seconds E One hundred eleven and sixty-seven one hundredths (111.67) feet to the center line of proposed road fifty feet in width and to be called Delancey Cove Road West; thence along the center line of said proposed road N 88 degrees, 30 minutes, 00 seconds E one hundred six and forty-four one hundredths (106.44) feet to a point of curve; thence on a curve to the left with a radius of Two hundred twenty-five (225) feet seventy-eight and fifty-four one hundredths (78.54) feet; thence S 21 degrees, 30 Minutes, 00 Seconds E Eight and fifty one hundredths (8.50) feet to a point on a curve; thence on a curve to the left with a radius of eighty-four and eighty-six one hundredths (84.86) feet thirty-eight and forty-three one hundredths (38.43) feet to a point of tangent, said point of tangent being in the center line of proposed road thirty-three feet in width, and to be called DeLancey Cove Road North; thence along said center line S 42 Degrees, 33 Minutes, 00 Seconds W Eighty-eight and thirty-one one hundredths (88.31) feet; thence along land of the seller S 37 degrees, 20 Minutes, 20 Seconds E One hundred fifty-seven and thirty-three one hundredths (157.33) feet to the center line of proposed road thirty-three feet in width and to be called DeLancey Cove Road South; thence along said center line on a curve to the left with a radius of One Hundred ninety-one and fifty one hundredths (191.50) feet thirty-four and ninety-five one hundredths (34.95) feet to a point of tangent; thence S 54 degrees, 08 Minutes, 00 Seconds W One hundred four (104) feet to a point of curve; thence on a curve to the right with a radius of Four hundred thirty-one and fifty one hundredths (431.50) feet one hundred eleven and twenty-one one hundredths (111.21) feet to a point of compound curve; thence on a curve to the right with a radius of fifty-two (52) feet One hundred four and sixty-nine one

hundredths (104.69) feet; thence N 85 degrees, 45 Minutes, 00 Seconds W Sixteen and one half (16 1/2) feet to the land of the seller; thence along land of the seller N 52 degrees, 00 Minutes, 20 Seconds W One hundred three and sixty-seven one hundredths (103.67) feet; N 32 degrees, 58 Minutes, 00 Seconds W one hundred ninety and seven one hundredths (190.07) feet to the center line of the proposed road fifty feet in width to be called Delancey Cove Road West; thence along said center line on a curve to the left with a radius of Four hundred forty-five (445) feet Fifty-seven and sixty-three one hundredths (57.63) feet to a point of tangent; thence S 53 degrees, 45 Minutes, 00 Seconds W One hundred fifteen (115) feet to a point of curve; thence on a curve to the left with a radius of One hundred forty-five (145) feet Forty-two and five one hundredths (42.05) feet to a point of compound curve; thence on a curve to the left with a radius of one hundred nineteen and seventy-three (119.73) one hundredths feet One hundred twenty-three and ninety-eight one hundredths (123.98) feet; thence along land of the seller S 61 degrees, 07 Minutes, 00 Seconds W One hundred and seventy-five and eighty-three one hundredths (175.83) feet to the easterly side of Prickley Pear Inlet; thence along the shore line of Prickley Pear Inlet the following courses and distances; N 46 degrees, 15 Minutes, 10 Seconds W Twelve and forty-three one hundredths (12.43) feet; N 00 Degrees, 28 Minutes, 00 Seconds W Twenty-nine and twenty-five one hundredths (29.25) feet, N 45 Degrees, 18 Minutes, 40 Seconds E Thirty-three and fifty-three one hundredths (33.53) feet; N 50 degrees, 30 Minutes, 00 Seconds E Thirty-three and fifty-eight one hundredths (33.58) feet; N 3 degrees, 00 Minutes, 00 Seconds E Thirty-four and thirty-six one hundredths (34.36) feet; N 65 degrees, 48 Minutes, 30 Seconds E Fifty-three and ninety-four one hundredths (53.94) feet; N 59 Deg. 26' 30" E Fifty and seventy-three one hundredths (50.73) feet; N 33 Deg 38' 30" E Thirty-six and ninety-two one hundredths (36.92) feet; N 37 Deg 00' 00" E One hundred twenty-two and five one hundredths (122.05) feet; N 40 Deg 56' 20" E Fifty-three and thirteen one hundredths (53.13) feet; S 47 Deg 40' 00" W Thirteen and seventy-two one hundredths (13.72) feet; S 74 Deg 52' 00" W Forty-one and forty-one one hundredths (41.41) feet; S 48 Deg 20' 30" W Thirty-three and nineteen one hundredths (33.19) feet; S 63 Deg 05' 30" W Fifty-three and forty-nine one hundredths (53.49) feet; S 55 Deg. 49' 50" W One hundred seventeen and seventy-five one hundredths (117.75) S 69 Deg. 51' 40" W. Thirty-five and eighty-seven one hundredths (35.87) feet; N 58 Deg. 50' 50" W Seventeen and eighty-four one hundredths (17.84) feet; S 22 Deg. 02' 00" W Nineteen and fifty-one one hundredths (19.51) feet; N 44 Deg. 00' 40" W Forty and sixty-nine one hundredths (40.69) feet; N 27 Deg. 24' 50" W Thirty-four and sixty-seven one hundredths (34.67) feet; N 43 Deg. 59' 10" W Sixty and eighty-one one hundredths (60.81) feet; N 35 Deg 20' 40" E Twenty-two and eighty-six one hundredths (22.86) feet; N 17 Deg 48' 40" W Eleven and eighty-six one hundredths (11.86) feet; N 48 Deg. 20' 30" E Twenty-four and

sixty-six one hundredths (24.66) feet; N 19 Deg 17' 10" E Sixteen and eighty-three one hundredths (16.83) feet; N 23 Deg. 09' 40" E Thirty-nine and fifty-one one hundredths (39.51) feet; N 39 Deg. 56' 00" E Twenty-seven and twenty-four one hundredths (27.24) feet; N 34 Deg. 30' 40" E Fifty and four one hundredths (50.04) feet; N 35 Deg. 31' 00" E Nineteen and eighty-three one hundredths (19.83) feet; N 20 Deg 37' 00" E Forty and eighty-five one hundredths (40.85) feet; N 35 Deg. 46' 10" E Thirty-five and six one hundredths (35.06) feet; N 20 Deg. 38' 40" E Thirty and eight one hundredths (30.08) feet; S 61 Deg. 27' 10" W Ten and thirty-one one hundredths (10.31) feet; S 38 Deg 58' 30" W Twenty and fifty-nine one hundredths (20.59) feet; S 23 Deg. 35 Min 10" W Twenty-two and thirty-six one hundredths (22.36) feet; S 35 Deg. 33 Min 20" W Fifty-six and ninety-nine one hundredths (56.99) feet; S 4 Deg 31' 20" W Fourteen and thirty-six one hundredths (14.36) feet; S 32 Deg 50' 30" W Forty-five and forty one hundredths (45.40) feet; S 33 Deg 46' 20" W Forty-three and eighty-one one hundredths (43.81) feet; S 13 Deg 20' 20" W Twenty-five and eighty-one one hundredths (25.81) feet; S 47 Deg. 37' 40" W Thirteen and twenty-seven one hundredths (13.27) feet; S 54 Deg. 49' 10" W Twenty-six and forty-one one hundredths (26.41) feet; S 30 Deg. 53 Min. 30" W Thirty-nine and sixty-nine one hundredths (39.69) feet; S 18 Deg. 35' 50" E Fifty-nine and sixty-three one hundredths (59.63) feet; N 64 Deg 21' 10" W Fifty-one and twenty-five one hundredths (51.25) feet; N 76 Deg 59' 10" W Twenty and thirty-three one hundredths (20.33) feet; S 79 Deg 13' 30" W Fifteen (15) feet S 55 Deg 43' 30" W Twenty-five and eight one hundredths (25.08) feet; S 72 Deg 21' 10" W Thirty-nine and twenty-eight one hundredths (39.28) feet; S 52 Deg 39' 40" W Forty-three and sixteen one hundredths (43.16) feet; S 42 Deg. 03' 00" W Forty-five and eighteen one hundredths (45.18) feet; S 73 Deg 19' 50" W Thirty-one and sixteen one hundredths (31.16) feet; S 76 Deg 44' 10" W Twenty-seven and sixty-three one hundredths (27.63) feet; N 41 Deg 58' 40" W Seventeen and eighteen one hundredths (17.18) feet; N 41 Deg 54' 10" W Twelve and thirty-eight one hundredths (12.38) feet; N 65 Deg 01' 30" W Thirty and eighty-one one hundredths (30.81) feet; N 85 Deg 20' 30" W Twenty-five and ninety-three one hundredths (25.93) feet; S 43 Deg 06' 40" W Fifteen and ten one hundredths (15.10) feet; S 54 Deg 09' 30" W Forty-one and seven one hundredths (41.07) feet; S 59 Deg 56' 10" W Twenty-one and nineteen one hundredths (21.19) feet; N 49 Deg 07' 00" W Twenty-three and forty-one hundredths (23.40) feet; S 31 Deg 05' 50" W Twenty-five and eighty-six one hundredths (25.86) feet; S 76 Deg. 32' 30" W Twenty and eighty-five one hundredths (20.85) feet; S 55 Deg 23' 30" W Eighteen and one one hundredths (18.01) feet; S 13 Deg. 56' 30" E Twelve and thirty-six one hundredths (12.36) feet; N 77 Deg 13' 00" E thirty-four and fifty-five one hundredths (34.55) feet; S 77 Deg 16' 00" E Forty-eight and ninety-three one hundredths (48.93) feet; S 9 Deg. 03' 30" W. Twenty-three and sixty-seven one hundredths (23.67) feet; S 23 Deg 06' 30" W Thirty and

fifty-one one hundredths (30.51) feet; S 56 Deg 21' 00" W Nineteen and seventy-nine one hundredths (19.79) feet; S 18 Deg. 35' 00" E Thirty-four and eighty-three one hundredths (34.83) feet; S 3 Deg 43' 40" E Twenty-five and fifty one hundredths (25.50) feet; S 57 Deg 46' 10" W Nineteen and eighty-six one hundredths (19.86) feet; S 65 Deg. 01' 30" W Thirteen and twenty-three one hundredths (13.23) feet; S 1 Deg 04' 40" E Fourteen and fifty-three one hundredths (14.53) feet; S 66 Deg. 52' 20" E Fifteen and three one hundredths (15.03) feet; S 74 Deg 08' 10" E Twenty and twenty-eight one hundredths (20.28) feet; S 57 Deg 26' 10" E Twenty-four and nineteen one hundredths (24.19) feet; to the northeasterly corner of Lot Number 10 as shown on Map of Palmer Hommocks dated August 25, 1896 and filed in the Westchester County Register's Office August 25, 1898 as Map Number 1334; thence along the northwesterly side of Lot 10 and Lot 11 as shown on said map S 56 Deg 07' 50" W Two hundred eighty-nine and four one hundredths (289.04) feet to the center line of Hommocks Road to be widened to fifty feet; thence along said center line of Hommocks Road N 37 Deg 49' 28" W Sixty-two and ninety one hundredths (62.90) feet; N 38 Deg 04' 20" W Four hundred eighty and two one hundredths (480.02) feet; thence along land of the seller N 52 Deg 07' 40" E One hundred ninety-five (195) feet; N 18 Deg 16' 00" E one hundred eighty-five (185) feet; N 27 Deg, 40' 20" E Two hundred fifty-two and twenty-two one hundredths (252.22) feet to a point called "O", said point being center line of the proposed road fifty feet in width to be called Eagle Knolls Road; thence along center line of said road on a curve to the right with a radius of two hundred five and fifty one hundredths (205.50) feet forty and thirty-nine one hundredths (40.39) feet to a point of tangent; N 51 Deg 04' 00" W one hundred fifty (150) feet to a point of curve; thence on a curve to the left with a radius of three hundred ninety-three and fifty one hundredths (393.50) feet Fourty-four and sixty-four one hundredths (44.64) feet; thence along land of the seller N 30 Deg 30' 00" W Three hundred seventy-seven (377) feet; thence S 39 Deg 01' 20" W Three hundred seventy-eight and forty-seven one hundredths (378.47) feet to the center line of said Eagle Knolls Road; thence along the center line of said road S 89 Deg, 46' 00" W Two hundred ninety-four and fifty-five one hundredths (294.55) feet to the center line of Hommocks Road; thence N 49 Deg, 47' 00" W Two hundred fifty-seven and twenty-eight one hundredths (257.28) feet; N 50 Deg, 12' 50" W Nineteen and forty-eight one hundredths (19.48) feet; thence N 33 Deg, 08' 00" E Fifteen and ninety one hundredths (15.90) feet to the point or place of beginning.

EXCEPTING plot bounded and described as follows: BEGINNING at a point called "A" S 33 Deg, 59' 30" E One hundred six and ninety-four one hundredths (106.94) feet; N 48 Deg, 04' 00" E twenty-eight (28) feet; S 10 Deg, 41' 00" E One hundred fifty-eight and twenty one hundredths (158.20) feet; S 25 Deg, 55' 00" East ninety-four and eleven one hundredths (94.11) feet; N 63 Deg, 06' 20" E Eighty-two and twenty-eight one hundredths (82.28) feet; N 41 Deg, 30' 00" W Fourteen and twenty-

six one hundredths (14.26) feet; N 18 Deg, 54' 10" E Three hundred sixty-nine and forty-five one hundredths (369.45) feet to a point called "B"; thence S 47 Deg, 29' 30" W One hundred twenty-nine and thirty one hundredths (129.30) feet to the point or place of beginning. EXCEPTING: BEGINNING at a point in the center line of a proposed road fifty feet in width and called Eagle Knolls Road, which point is distant One hundred eighty-nine and ninety-two one hundredths (189.92) feet southeasterly and measured along the center line of said road from a point called "C"; thence along center line of said proposed road S 42 deg, 29' 00" E Ninety-one and three one hundredths (91.03) feet to a point of curve; thence on a curve to the left with a radius of eighty-five and fifty one hundredths (85.50) feet one hundred fifty-eight and twenty-four one hundredths (158.24) feet to a point of reverse curve; thence on a curve to the right with a radius of Ninety-five and fifty one hundredths (95.50) feet seventy-four and forty-one one hundredths (74.41) feet to a point of compound curve; thence on a curve to the right with a radius of eighty (80) feet one hundred twenty six and sixty one hundredths (126.60) feet to a point of reverse curve; thence on a curve to the left with a radius of two hundred eighty-four and sixty-three one hundredths (284.63) feet ninety-nine and fifty-three one hundredths (99.53) feet to a point of tangent; thence S 33 Deg 14' 45" E Seventy-six and twenty-one one hundredths (76.21) feet; thence along land of the seller the following courses and distance: S 79 Deg, 49' 30" W Two hundred eighty-two and sixty-nine one hundredths (282.69) feet; N 80 Deg, 28' 10" W Two hundred fifty and thirty-eight one hundredths (250.38) feet; N 25 deg, 16' 00" W seventy and seventy one hundredths (70.70) feet; N 35 Deg, 34' 00" E two hundred eight and eighty-one one hundredths (208.81) feet to the point or place of beginning. EXCEPTING plot bounded and described as follows: BEGINNING at a point which point is N 51 Deg, 33' 30" E eighty-two and twenty one hundredths (82.20) feet; N 82 Deg. 38' E. seventy-three and eighty one hundredths (73.80) feet; N 56 Deg, 11' E eighty-five (85.0) feet from another point on the northeasterly side of Hommocks Road as now laid out, said point being distant eight hundred thirty one and fifty one hundredths (831.50) feet southeasterly from another point formed by the intersection of the southeasterly side of Boston Post Road with the northeasterly side of Hommocks Road; thence N 1 Deg, 59' W seventy-seven and ninety one hundredths (77.90) feet; N 28 Deg, 06' E One hundred one and sixty one hundredths (101.60) feet; S 43 Deg, 10' 10" E two hundred seventy-five and eighty-four one hundredths (275.84) feet; S 57 Deg, 30' 20" W sixty-four and fifty-eight one hundredths (64.58) feet; S 83 Deg, 46' 50" W twenty-eight (28) feet; S 64 Deg 44' 50" W fifty-eight and twenty-eight one hundredths (58.28) feet; N 48 Deg, 49' 30" W One hundred seventeen and sixty-four one hundredths (117.64) feet; N 28 Deg, 41' 20" W twenty-one and forty-eight one hundredths (21.48) feet to the point or place of beginning. TOGETHER with the appurtenances and all the estate

LOT 38

and rights of the party of the first part in and to said premises.
TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever SUBJECT to the zoning ordinances and amendments thereto of the Villages of Larchmont and Mamaroneck, Westchester County, New York, and SUBJECT to the zoning ordinances and amendments thereto of the Town of Mamaroneck, Westchester County, New York ALSO SUBJECT to mortgage liens of record affecting the premises or any part thereof, record liens as of the date hereof. SUBJECT to a purchase money mortgage in the principal sum of three hundred thousand ($300,000.00) Dollars, intended to be delivered and recorded simultaneously herewith. The grantee, by the acceptance of this DEED does for itself, its successors and assigns, hereby covenant and agree with the grantor as follows: That in the event that the premises herein described or any part thereof shall cease to be used as a golf course and/or golf club and/or country club, that the premises herein described and each and every part thereof shall be subject to the following covenants and restrictions:
1. That no manufactory, trade or business whatsoever shall be erected, maintained or permitted upon the premises hereby conveyed. The term "business" shall be deemed to prohibit the operation or maintenance of a boarding or lodging house, and any owner, tenant or occupant of any portion of the property, who shall permit a paying guest to reside on the premises, or shall house or keep one or more guests for the purpose of making a money profit, shall be deemed to violate the provisions of this paragraph; however, the restriction against paying guest shall not be deemed to include members of families related by blood or marriage who may jointly maintain a dwelling as a permanent residence. 2. That the Grantee will not erect or cause, procure or suffer to be erected or maintained, any building except one private dwelling house upon each numbered plot as shown on said map designed for the occupancy of one family only; however, if in the sole judgment of the Grantor any parcel of land on said map (consisting of one or more plots or parts thereof) with a highway or water frontage of not less than 100 feet, can be sold or improved as an independent parcel, without injury to the general scheme of development, the Grantor reserves the exclusive right and privilege of improving or conveying to purchasers any plot or parts of plots shown on said map as one independent parcel for development or improvement by the erection of a dwelling and other improvements thereon within the limitations of those restrictions; and the delivery by the Grantor of a deed of any parcel (without special restrictions) shall permit the Grantee therein to improve said parcel in the same manner as though the parcel conveyed had the entire lot area required under this paragraph. The dwelling to be erected upon the premises conveyed by this deed shall have a construction cost of not less than the sum of $---but the Grantor reserves the right to stipulate the minimum construction cost of dwellings on other parcels shown on said map at sums

in excess of or less than the cost herein provided. 3. That no portion of a dwelling house or other structure (the setback not to apply to porch steps or entrance steps, eaves, cornices, chimneys, bay windows, or projections above first story over face of foundation walls) shall be erected within (50) feet of Orienta Avenue or of the shore line of any lot, as shown on said map or within (40) feet of the line of any other highway shown on said map, except however, that on corner plots dwellings shall be set back not less than 25 feet from the side street or highway, if permitted under the Zoning Ordinances of the Village or Town of Mamaroneck. 4. An automobile garage suited to the use of the dwelling house, may be constructed and maintained within or under the structure of such dwelling or may be attached to and made an integral part thereof, provided it shall conform with the general exterior design of said dwelling and further provided no part of such garage shall encroach upon the aforementioned set back restrictions. The Grantor may permit the erection of a detached garage or other structures upon any part of a building plot when the Grantor in its sole discretion deems the topographical conditions make it impractical to conform with the general plan or where, in the sole judgment of the Grantor, the erection and maintenance of such garage or other structures would not be harmful to or detract from the general plan of improvement and provided such garage or other structures shall be located at least fifty feet from the line of the highway on which it or they may front, except on corner plots, in which event any garage or other detached structure for which a permit shall be granted shall be located at least fifty feet from the line of the main highway and at least twenty-five feet from the side highway on which said garage or other structure may front or be adjacent to. 5. That no wooden fence whatsoever, or tennis court, or any fence, wall or enclosure, shall be erected or permitted upon any portion of the property hereby conveyed unless first approved by the written consent of the Grantor. 6. That no camp, tent, or temporary habitation of any character shall be erected or maintained upon the land hereby conveyed without the written consent of the Grantor. 7. That no boat house, bath house, private dock, pier or landing stage or structure of any character shall be erected or maintained at or upon the shore line of any plot which has a direct water frontage, as shown on said map or upon the land under water in front of such plot, without the written consent of the Grantor first obtained, but this restriction shall not be construed to prohibit the construction or maintenance of a private bathing beach without bath houses or other structures, excepting bathing floats, on or in front of such plot. No refuse or garbage of any character shall be deposited in front of a short front plot. 8. No operation shall be begun upon the excavation for, construction or erection of any structure upon the land hereby conveyed or of any remodeling of the exterior of any such structure, until the Grantee shall have delivered to the Grantor two

sets of specifications and plans showing the building proposed to be erected or the proposed remodeling, together with color scheme of the exterior thereof nor until the Grantor shall have evidenced his approval of the proposed design, exterior color scheme and location by signing and delivering to the Grantee one set of said specifications and plans, the other set of which shall be retained by the Grantor. Thereafter such building shall be located and constructed in conformity with such approved plans and specifications. 9. The Grantor reserves the right and privilege of altering or modifying the setback and other restrictions set forth in this deed, if so requested by the Grantee or assigns, and to impose other and different restrictions in any future deed or conveyance of land shown on the map herein described, or on any other map subdivision of the same property. 10. No provision of the foregoing restrictive covenants shall be construed to prohibit or preclude the Grantor from designating, setting apart, leasing or conveying portions of the property shown on said map or maps or adjacent thereto for the benefit and enjoyment of the owners of plots, as private bath houses, bathing beaches, private boat houses, landing piers or docks, to be improved with the necessary structures or equipment or for any purpose deemed by the Grantor to be for the common interest and benefit of the owners and occupants of the properties shown on map. 11. The Grantor reserves the right to lease or sell portions of the property shown on said maps or adjacent thereto for use as a community or private beach club, a community or private riding club, a community or private yacht club, or a community or private golf or country club, with the right to authorize the erection, construction and maintenance of the necessary buildings and improvements for such purposes. 12. The Grantor, its successors and assigns, reserves the right in its sole discretion to plot into residential plots and to sell the same, any of the property or portions thereof shown on said maps or adjacent thereto, which may at any time be leased or set aside as a community or private beach club, a community or private riding club, a community or private yacht club, or a community or private golf or country club, subject, however, to the same uniform restrictions as herein set forth. 13. That for the purpose of establishing and maintaining a uniform and efficient drainage system for the mutual protection of owners of plots, the location, equipment and character of storm water, roof leader, or other house drains or other drainage systems, and the plans therefor, shall be submitted to the Grantor for approval and the written consent of the Grantor thereto obtained before installation. 14. It is expressly understood and agreed that the several covenants on the part of the Grantee herein specified, subject to such alterations and modifications as the Grantor shall hereafter make, shall attach to and run with the land, and it shall be lawful not only for the Grantor, its successors and assigns, but also for the owner of owners of any plot or plots adjoining or in the neighborhood of the premises

above described deriving title from or through the said Grantor, its successors or assigns, to institute and prosecute any action or proceeding at law or in equity against the person or persons violating or threatening to violate the same. 15. The foregoing restrictive covenants shall be deemed to affect and to apply to Plots numbered 1 to 61, both inclusive, as shown upon said map and to no other property plotted and shown upon said map. 16. Plots Nos. 49 to 61, both inclusive, on said map are conveyed subject also to the additional restrictive covenants contained in a deed from Ella Cecelia Howell to Alvan W. Perry, dated July 17th, 1917, and recorded in said Register's office in Liber 2150 of Conveyances page 247. 17. The covenants herein set forth, subject to such alterations and modifications as the Grantor may hereafter make, are hereby declared to be and shall be covenants attached to and running with the land, hereby conveyed, and all of such covenants shall bind and inure to the benefit of the heirs, executors, successors and assigns of the parties hereto. AND said S. M. H. CORPORATION covenants as follows: FIRST, That the said S. M. H. CORPORATION is seized of the said premises in fee simple, and has good right to convey the same. SECOND: That the party of the second part shall quietly enjoy the said premises. THIRD: That the said premises are free from encumbrances EXCEPT as hereinbefore set forth. FOURTH: That the party of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH: That the said S. M. H. CORPORATION will forever warrant the title to the said premises. IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

In presence of: (L. S.) S. M. H. CORPORATION

ATTEST: BY W. W. SALMON

Creleyh Mauents President.

Assoc. Sec.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS: On the 18th day of June, 1928 before me came W. W. SALMON, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Mamaroneck, New York; that he is the President of the S. M. H. CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(L. S.) C. A. FERLING, Notary Public

Westchester County Cert. filed in N. Y. Co. No. 364, Reg. No. 0-279 Commission expires March 30, 1930.

The foregoing instrument was endorsed for record as follows: The land

affected by this instrument lies in the Town of MAMARONECK, County of Westchester, New York.

A true copy of the original Deed and acknowledgment thereof recorded June 25, 1928 at 9. A. M. At request of: HARRIS & TOWNE

Register.

PASQUALE SOLLITTO & W. :

TO :

CAMILLO NAPOLETANO : THIS INDENTURE, made the 15th day of June, nineteen hundred and twenty-eight,

BETWEEN: PASQUALE SOLLITTO and FANNIE SOLLITTO, his wife, formerly residing at No. 170 Spring Street, City, County and State of New York, now residing at No. 1012 41st Street, Borough of Brooklyn, New York City, party of the first part, and CAMILLO NAPOLETANO, residing at No. 34 Watts Street, in the Borough of Manhattan, City, County and State of New York, party of the second part; WITNESSETH, that the party of the first part, in consideration of TWO HUNDRED AND FIFTY ($250.) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, his heirs and assigns forever, ALL those certain lots, pieces or parcels of land, situate, lying ad being in the Town of GREENBURGH, County of Westchester and State of New York, known and designated as lots numbers 48 and 50 in Block 9, on a certain map entitled "Map of Building Lots and Villa Sites at Elmsford Park, Westchester Co., N. Y., Town of Greenburgh", made by Ward Carpenter & Son, C. E's, May 5, 1891, and filed in the Office of the Register of Westchester County, Sept. 25, 1893, as Map No. 1094. SUBJECT to the Zoning Ordinance of the Town of Greenburgh and amendments thereto.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises, TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, his heirs and assigns forever. AND the said parties of the first part covenant as follows: FIRST: That said parties of the first part are seized of the said premises in fee simple, and has good right to convey the same; SECOND: That the party of the second part shall quietly enjoy the said premises; THIRD: That the said premises are free from encumbrances; EXCEPT as above stated; FOURTH: That the party of the first part will execute or procure any further necessary assurance of the title to said premises; FIFTH: That said parties of the first part will forever warrant the title to said premises.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In presence of:

Exhibit C

set my hand and affixed the seal of the said Court and County, the 8th day of January 1907.

(L.S.) PETER J. DOOLING, Clerk.

The foregoing instrument was endorsed for record as follows:- The property affected by he within instrument is situate in the TOWN OF MAMARONECK, Westchester County State of New York. A true copy of the original Release and acknowledgment thereof, with certificate, recorded January 9, 1907, at 9 A. M. William R. Ramsey Register.

RUSHMORE REALTY CORPORATION, : For diagram forming part of this
TO : Record see Vol. 24 p. 45
CHARLOTTE CARRINGTON, :

THIS INDENTURE, made the seventh day of January, in the year one thousand nine hundred and seven, BETWEEN RUSHMORE REALTY CORPORATION, a corporation organized under the Laws of the State of New York, having its principal place of business in the Town of Mamaroneck County of Westchester and State of New York, party of the first part, and CHARLOTTE CARRINGTON, wife of Fitz Roy Carrington, of the same place, party of the second part: WITNESSETH, that the said party of the first part, for and in consideration of the sum of ONE DOLLAR, AND OTHER VALUABLE CONSIDERATION, lawful money of the United States, paid by the said party of the second part, does hereby grant and release, unto the said party of the second part, her heirs and assigns forever, ALL that certain lot, piece or parcel of land, situate, lying and being at Orienta in the TOWN AND VILLAGE OF MAMARONECK, Westchester County, New York, and being bounded and described as follows:- BEGINNING at the point of intersection between the boundary line of the property of Charlotte Carrington and property of Rushmore Realty Corporation, with the line forming the present westerly side of Orienta Avenue, as it is now laid out; running thence along the said westerly side of Orienta Avenue, as it is now laid out, south twenty-four degrees, forty-six minutes east, two hundred and thirteen feet and thirty-five hundredths of a foot to a stone monument; thence nearly at right angles with the said side of Orienta Avenue, south fifty-eight degrees, fifty-five minutes west, eight hundred and fifty feet and five hundredths of a foot to a point marked by a stake; which would be intersected if the southwesterly boundary line of the property reputed to be owned by Sire (before he acquired Belvedere Park from Rushmore Realty Corporation) were prolonged southwardly until it should meet said last mentioned line; thence running in the said prolongation of the said former boundary line of the said Sire property, north thirty-one degrees, twenty-one minutes west, three hundred and sixty-seven feet and twenty-eight hundredths of a foot to the southerly boundary line of the property now of Carrington; thence running along the said southerly and southeasterly boundary line of property of said Carrington (said line being the present boundary line between Carrington and the property hereby described) the following courses and distances to the point or place of beginning, to-wit: North eighty-degrees, thirteen minutes east, thirty-seven feet and three-hundredths of a foot;

PQ

Exhibit C

Liber 1783 cp 306

foot; thence on a curve to the right having a radius of eleven hundred and thirty-five feet and four-tenths of a foot, a distance of one hundred and ninety-nine feet and forty-nine hundredths of a foot; thence south eighty-nine degrees, forty-three minutes east, one hundred and eight feet; thence north fifty eight degrees, thirty-eight minutes east, five hundred and sixty-nine feet and ninety-six hundredths of a foot; containing within said boundary lines four acres and seven thousand six hundred and twenty-one ten-thousandths of an acre, be the same more or less, the said property being more specifically shown upon a diagram annexed to this deed and hereby declared to be a part thereof. Together with all the right, title and interest of the party of the first part of, in and to Orienta Avenue lying in front of and adjacent to the above described premises to the centre line thereof. Subject however, to the following state of facts: It is understood and agreed that the party of the first part does not warrant the title to any part of the hereinabove described premises which would lie in the bed of any former road leading down to Orienta, but only conveys all its right, title and interest in and to said road. Subject, also to a mortgage now covering the above described premises, held by the Westchester & Bronx Title & Mortgage Guaranty Company, or an assignee thereof, in the principal sum of about NINE THOUSAND FIVE HUNDRED DOLLARS, which said mortgage is to be released from the premises hereby described only when THREE-THOUSAND FIVE HUNDRED DOLLARS of the consideration price hereof shall have been paid in cash to the party of the first part. With respect to all that part of the property hereinabove conveyed which is situate between the westerly side of Orienta Avenue, as now laid out, and a line drawn parallel therewith, southwesterly and one hundred feet distant therefrom, and also all that part of the above described property between the southeasterly boundary thereof and a line drawn northwesterly therefrom and parallel therewith and one hundred feet distant therefrom: The said party of the second part, for herself, her heirs and assigns, doth hereby covenant to and with the said party of the first part, its successors and assigns, that neither the said party of the second part, nor her heirs or assigns, shall or will at any time hereafter erect, maintain or permit upon any part of said premises, any bar-room, lager beer saloon, ale house or liquor saloon, or any manufactory, trade or business whatsoever. And the said party of the second part, for herself, her heirs and assigns, covenants and agrees to and with the party of the first part, its successors and assigns, that she shall not or will not at any time hereafter erect or cause, procure or suffer to be erected upon the hereby granted premises, any building other than dwelling houses constructed for the use of one family only; such houses to be erected on a frontage of not less than fifty feet of said premises so conveyed, (which land may be subdivided after a period of ten years); and that said houses shall cost not less than FOUR THOUSAND DOLLARS each, and that the said houses to be erected thereon shall have the house line or lines not nearer to the front or street line of said lot than twenty feet; such restrictions, however, not to apply to the erection of any barn, stable or other outhouse

PQ

or houses necessary and appropriate to the use of said houses, which said outbuildings may be erected on said land, but not nearer than fifty feet to any street line. In construing the above set-back restrictions, measurements are to be made from the foundation walls of the buildings. And it is expressly understood and agreed that the several covenants on the partof the party of the second part above specified, shall attach to and run with the land, and it shall be lawful not only for the said Rushmore Realty Corporation, of Mamaroneck, N. Y., its successors or assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises above described, deriving title from or through the said Rushmore Realty Corporation of Mamaroneck, N. Y., to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same, it being understood, however, thatthis covenant is not to be enforced personally for damages against the said party of the second part, her heirs or assigns, unless she or they be the owner or owners of the said premises, or some part thereof at the time of the violation of said covenants, or of a threatened or attempted violation thereof, but the said covenants may be proceeded on for an injunction of or for a specific execution thereof against the party or parties violating the said covenant, their heirs, executors, administrators or assigns.* TOGETHER with the appurtenances and all the estate and rights of the party of the first part, in and to the said premises. TO HAVE ANDTO HOLD, the above granted premises, unto the said party of the second part, her heirs and assigns forever. AND the said Rushmore Realty Corporation, covenantswith the said party of the second part as follows: FIRST. that the said Rushmore Realty Corporation, is seized of the said premises in fee simple, and has good right to convey the same. SECOND. that the party of the second part shall quietly enjoy the said premises. THIRD. that the said premises are free from encumbrances, EXCEPT AS AFORESAID. FOURTH. that the said party of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH. that the said Rushmore Realty Corporation, will forever warrant the title to the said premises, EXCEPT AS AFORESAID. IN WITNESS WHEREOF, the said Rushmore Realty Corporation, has caused its corporate seal to be hereunto affixed and these presents to be signed by its Secretary this 7" day of January in the year one thousand nine hundred and seven.

In presence of (L.S.) RUSHMORE REALTY CORPORATION,

B. C. Meighan. BY GEORGE F. CORNWELL, Secretary.

STATE OF NEW YORK, COUNTY OF WESTCHESTER. SS. On the 7th day of January, in the year 1907, before me personally came George F. Cornwell, to me known, who, being by me duly sworn, did depose and say; that he resided in the Borough of Brooklyn, City of New York; that he is the Secretary of the Rushmore Realty Corporation, the corporation described in and which executed the above instrument, that he knew the seal of said corporation; that the seal affixed to said instrument was said corporate seal; that it was so affixed by order of the Board of Directors of the said corporation;

PQ

and that he signed his name thereto by like order.

Burton C. Meighan, Notary Public, Westchester County.

The foregoing instrument was endorsed for record as follows:- The property affected by this instrument is situate in the TOWN OF MAMARONECK, in the County of Westchester, New York. A true copy of the original Deed and acknowledgment thereof, recorded January 9, 1907, at 3.40 P. M.

Register.

THE CITY OF YONKERS, : Tax Lease.

TO :

ALEXANDER SMITH AND SONS CARPET CO.,: WHEREAS, Pursuant to an act of the Legislature of the People of the State of New York, being Chapter 635 of the Laws of 1895, entitled, "An Act to revise the Charter of the City of Yonkers", and the several acts amending same, and pursuant to provisions of other acts of the Legislature of the State of New York, certain taxes were duly levied by the Common Council of the City of Yonkers. AND WHEREAS, the said Common Council did apportion and extend the gross sum of said tax so levied opposite the several valuations of real and personal property appearing in the assessment rolls prepared by the Assessors. AND WHEREAS, the said Common Council did thereafter, to -wit: on the 25th day of March, 1903, confirm the taxes so apportioned and extended and embraced in said completed assessment roll and deliveredsaid rolls to the Receiver of Taxes, with a warrant duly executed, directed to said Receiver, commanding him to collect the amount of the said tax and make return thereof, as required by law. AND WHEREAS, by virtue of the proceedings aforesaid, a tax has been assessed upon the real property of the persons or corporations hereinafter mentioned, which tax was directed in said warrant to be collected pursuant to law. AND WHEREAS, the said Receiver of Taxes, as provided by law, duly made and delivered to the Common Council a return of all taxes mentioned in the tax rolls aforesaid, remaining unpaid at the time of making such return. AND WHEREAS, the lands hereinafter described have been charged with the payment of the tax hereinafter mentioned, together with interest thereon, as provided by law, and which tax was returned by the Receiver of Taxes as unpaid. AND WHEREAS, the said Common Council caused the said lands and premises on which the said tax was levied to be sold at public auction at the City of Yonkers, on the 15th day of December, 1905, after giving due notice of such sale as provided by law, by publishing in the official city newspapers once in each week for three weeks successively next preceding the day fixed for the sale of such land, a notice that said land had been returned to it for non-payment of taxes, and that said taxes had not been paid or rejected by it, and that if said taxes be not paid to the Receiver of Taxes, with the interest and expenses of publication, on or before the day fixed for such sale such lands would be sold at public auction at the time and place designated in said notice, for the shortest period of time for which any person may offer to take the same in consideration of advancing the tax, with the interest thereon, to the time of

PQ

executed the foregoing instrument; that he knew the corporate seal of the said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of the said Corporation and that he signed his name thereto by the like order.

Jean Miller Notary Public, Kings Co.

Cert. filed in New York Co.

STATE OF NEW YORK COUNTY OF NEW YORK, S.S. I, PETER J. DOOLING Clerk of the County of New York and also Clerk of the Supreme Court for the said County the same being a Court of Record do hereby certify that JEAN MILLER, has filed in the Clerk's office of the County of New York, a certified copy of his appointment and qualification as Notary Public, for the County of Kings, with his autograph signature and was at the time of taking the proof or acknowledgment of the annexed instrument duly authorized to take the same; And further that I am well acquainted with the handwriting of such Notary and believe the signature to the said certificate of proof or acknowledgment to be genuine. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County the 13 day of Sept. 1907.

(L.S.) Peter J. Dooling, Clerk.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument situate in the Town of RYE, in the County of Westchester, New York, A true copy of the original Release and acknowledgment thereof with certificate recorded October 2nd 1907 at 9 A. M.

Register.

RUSHMORE REALTY CORPORATION : For diagram forming part of this

TO : Record see Vol. 26 p47

CHARLOTTE CARRINGTON, THIS INDENTURE, made the 30th day of September in the year one thousand nine hundred and seven, BETWEEN RUSHMORE REALTY CORPORATION, a corporation organized under the laws of the State of New York, having its principal place of business in the Town of Mamaroneck, County of Westchester, and State of New York, party of the first part, and CHARLOTTE CARRINGTON, of the same place party of the second part, WITNESSETH, that the said party of the first part for and in consideration of the sum of ONE DOLLAR, AND OTHER VALUABLE CONSIDERATION, lawful money of the United States, paid by the said party of the second part does hereby grant and release unto the said party of the second part her heirs and assigns forever, ALL that certain lot, piece or parcel of land, situate lying and being at Orienta, in the Town and Village of Mamaroneck, County of Westchester, and State of New York, and being bounded and described as follows: BEGINNING on the southwesterly line of land of Carrington, where the same is intersected by the southeasterly line of land belonging to Sire or Wood, and running thence along the prolongation of said line being the boundary line between the property of Rushmore Realty Corporation and said Sire or Wood, south fifty seven degrees forty eight minutes west, one hundred and forty six feet and two tenths of a foot; thence across land of Rushmore Realty Cor-

poration south thirty one degrees twenty one minutes east, four hundred and twenty three feet and sixty five hundredths of a foot; thence north fifty eight degrees fifty five minutes east (in the prolongation of the southerly line of the property of Carrington), one hundred and forty six feet and fifteen hundredths of a foot to the southerly corner of land heretofore conveyed by Rushmore Realty Corporation to Carrington; thence along the southwesterly boundary line of the said land of Carrington (being the boundary line between the said land of Carrington and the property hereby described) north thirty one degrees twenty one minutes west, four hundred and twenty six feet and forty eight hundredths of a foot to the place of beginning, The said parcel containing within said bounds one acre and four thousand two hundred and sixty two ten thousandths of an acre of land, being shown more fully on the map annexed to this deed and intended to be recorded herewith, Subject to a mortgage now covering a portion of the above described premises and other property, held by the Westchester & Bronx Title & Mortgage Guaranty Co., or an assignee thereof, in the principal sum of about Nine Thousand Dollars, which said mortgage is to be released from the premises hereby described when the purchase money mortgage given at the date hereof, shall have been paid and also when the conditions requiring a release of said mortgage from the property purchased by Carrington from Rushmore Realty Corporation by deed dated January 7th 1907, shall have been fulfilled, The said party of the second part for herself her heirs and assigns doth hereby covenant to and with the said party of the first part its successors and assigns, that neither the said party of the second part nor her heirs or assigns shall or will at any time hereafter erect maintain or permit upon any part of said premises, any bar room, lager beer saloon ale house or liquor saloon or any manufactory, trade or business whatsoever, AND the said party of the second part for herself her heirs and assigns covenants and agrees to and with the party of the first part its successors and assigns that she shall not or will not at any time hereafter erect or cause procure or suffer to be erected upon the hereby granted premises any building other than dwelling houses constructed for the use of one family only; such houses to be erected on a frontage of not less than fifty feet of said premises so conveyed (which land may be subdivided after a period of ten years); and that said house shall cost not less than FOUR THOUSAND DOLLARS, and that the said house to be erected thereon shall have the house line or lines not nearer to the front or street line of said lot than twenty feet; such restrictions however, not to apply to the erection of any barn stable or other out house or houses necessary and apprppriate to the use of said house, which said outbuilding may be erected on said land but not nearer than fifty feet to any street line, In construing the above set-back restrictions, measurements are to be made from the foundation walls of the buildings, AND it is expressly understood and agreed that the several covenants on the part of the party of the second part above specified, shall attach to and run with the land, and it shall be lawful not only for the said Rushmore Realty Corporation of Mamaroneck, N. Y.

PQ

its successors or assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises above described, deriving title from or through the said Rushmore Realty Corporation of Mamaroneck, N. Y. to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same, it being understood however, that this covenant is not to be enforced personally for damages against the said party of the second part her heirs or assigns unless she or theybe the owner or owners of the said premises, or some part thereof at the time of the violation of said covenants, or of a threatened or attempted violation thereof, but the said covenants may be proceeded on for an injunction of or for a specific execution thereof, against the party or parties violating thessaid covenant, their heirs executors administrators or assigns, The Rushmore Realty Corporation reserves the right however to release the above described property from any portion of the above restrictive covenant, and does hereby expressly permit the erection of a wind-mill and cistern upon the said property.* TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to the said premises, TO HAVE AND TO HOLD the above granted premises unto the said party of the second part her heirs and assigns forever, AND the said Rushmore Realty Corporation covenants with the said party of the second part as follows; FIRST.- That the said Rushmore Realty Corporation is seized of the said premises in fee simple and has good right to convey the same, SECOND.- That the party of the second part shall quietly enjoy the said premises. THIRD.- That the said premises are free from encumbrances, Except as aforesaid, FOURTH.- That the said party of the first part will execute or procure any further necessary assurance of the title to said premises, FIFTH.- That the said Rushmore Realty Corporation will forever warrant the title to said premises, Except as aforesaid, IN WITNESS WHEREOF, the said Rushmore Realty Corporation has caused its corporate seal to be hereunto affixed and these presents to be signed by its Secretary this 30th day of September in the year one thousand nine hundred and seven.

In presence of: RUSHMORE REALTY CORPORATION.

B. C. Meighan. (L.S.) By GEORGE F. CORNWELL, Secretary.

STATE OF NEW YORK COUNTY OF WESTCHESTER, S. S. On the 30th day of September, in the year 1907, before me personally came GEORGE F. CORNWELL, to me known, who, being by me duly sworn did depose and say that he resided in the Borough of Brooklyn, City of New York, that he is Secretary of the RUSHMORE REALTY CORPORATION, the Corporation described in and which executed the above instrument, that he knew the seal of said Corporation that the seal affixed to said instrument was said corporate seal that it was so affixed by order of the Board of Directors of the said Corporation and that he signed his name thereto by like order,

Burton C. Meighan Notary Public, Westchester County,

The foregoing instrument was endorsed for record as follows; The property affected by this instrument is situate in the Town of MAMARONECK, in the County of Westchester,

PQ

New York, A true copy of the original deed and acknowledgment thereof recorded October 2nd 1907 at 3.35 P. M.

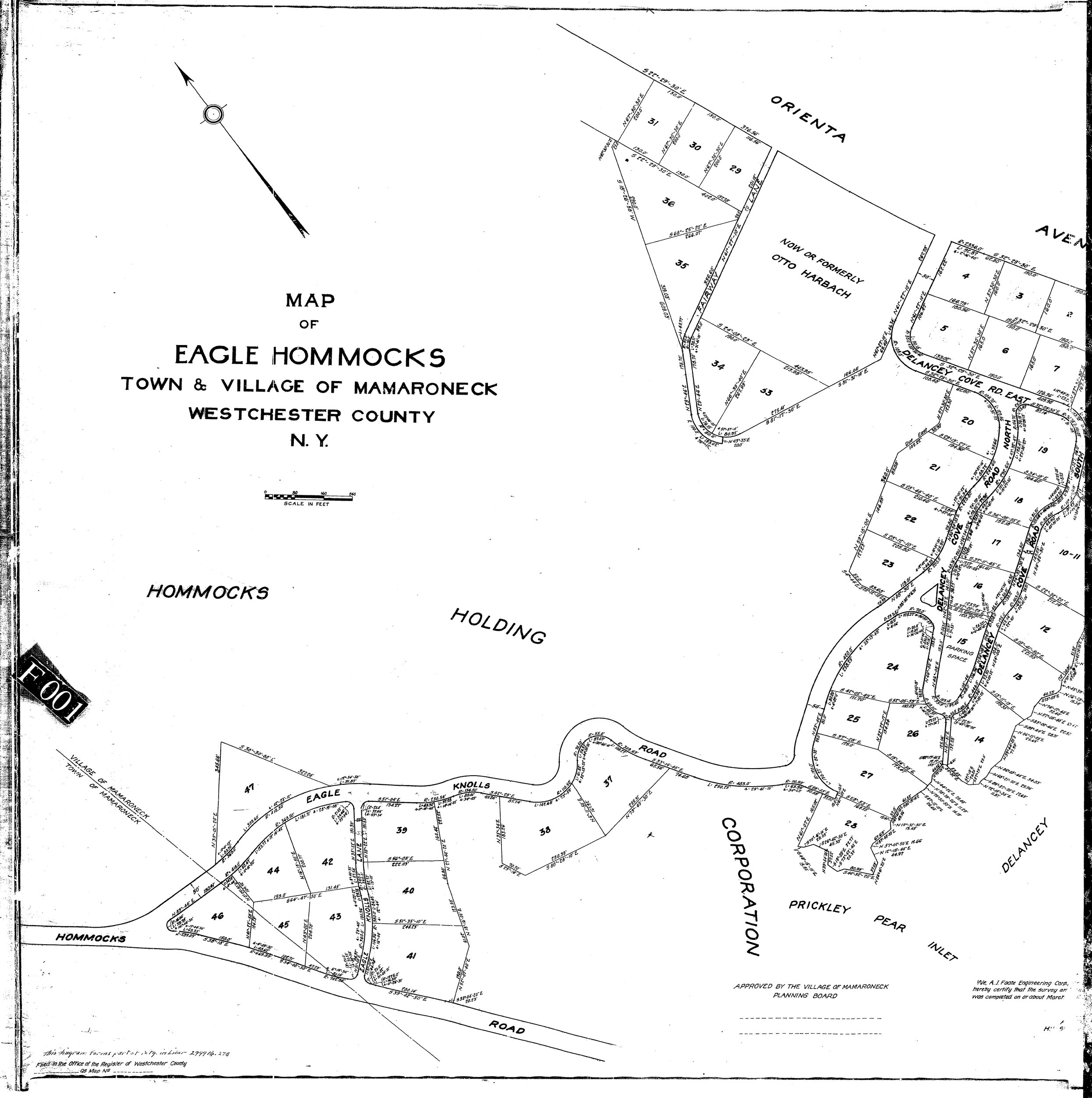
Register.

KNICKERBOCKER TRUST CO. AS TRUSTEE, Release see Liber 1364 page 11.

TO

SICKLES ESTATE IMPROVEMENT CO. THIS INDENTURE, made the 15th day of August, in the year one thousand nine hundred and seven, BETWEEN KNICKERBOCKER TRUST COMPANY, as trustee, a corporation organized and existing under the laws of the State of New York of the first part, and the SICKLES ESTATE IMPROVEMENT COMPANY, a corporation organized and existing under the laws of the State of New York, of the second part, WHEREAS, said Sickles Estate Improvement Company, by a first mortgage bearing date the thirtieth day of November 1904, for the consideration therein mentioned and to secure the payment of the money therein specified did convey certain lands and tenements of which the premises hereinafter described are part unto one Samuel V. D. White which first mortgage was recorded in the Register's office of the County of Westchester in Liber 1364 of Mortgages page 2, on the third day of December 1904, AND WHEREAS, said Sickles Estate Improvement Company, by a second mortgage bearing date the thirtieth day of November 1904, for the consideration therein mentioned and to secure the payment of the money therein specified, did convey certain lands and tenements of which the premises hereinafter described are part, unto Knickerbocker Trust Company, as trustee aforesaid, which second mortgage was recorded in the register's office of the County of Westchester in Liber 1364 of Mortgages page 11, on the third day of December 1904, AND WHEREAS, the said party of the first part at the request of the said party of the second part and in accordance with the provisions of said second mortgage, has agreed to give up and surrender the premises hereinafter described unto the said party of the second part, its successors and assigns and to hold and retain the residue of the mortgaged premises as security for the money remaining due on the said second mortgage, NOW THIS INDENTURE WITNESSETH, that the said party of the first part in pursuance of said agreement and in consideration of TWO THOUSAND DOLLARS, ($2,000) paid or to be paid, in accordance with the provisions of the first and second mortgages aforesaid, to the holder of the first mortgage aforesaid, being four-fifths of the agreed purchase price to be received by the party of the second part upon the sale of the property hereinafter described has granted remised released quit-claimed and set over and by these presents does grant remise release quit claime and set over, unto the said party of the second part its successors and assigns forever, ALL that certain lot, piece or parcel of land, lying and being in the City of NEW ROCHELLE, County of Westchester State of New York, and known and distinguished as lot number 13, in Block F, on a map entitled "Map of Rochelle Heights in the City of New Rochelle, Westchester Co. N. Y. Subdivisions 1 and 2, L. E. Van Etten, Civil Engr., April 1906, Mann, Mac Neille and Lindeberg, Architects, L. E. Van Etten, Civil Engr." and filed in the office of the Register Westchester County, New York, numbered 1614 which said lot is bounded and described as follows; Viz; BEGINNING at the southerly corner

MAP
OF
EAGLE HOMMOCKS
TOWN & VILLAGE OF MAMARONECK
WESTCHESTER COUNTY
N. Y.



F001

APPROVED BY THE VILLAGE OF MAMARONECK
PLANNING BOARD

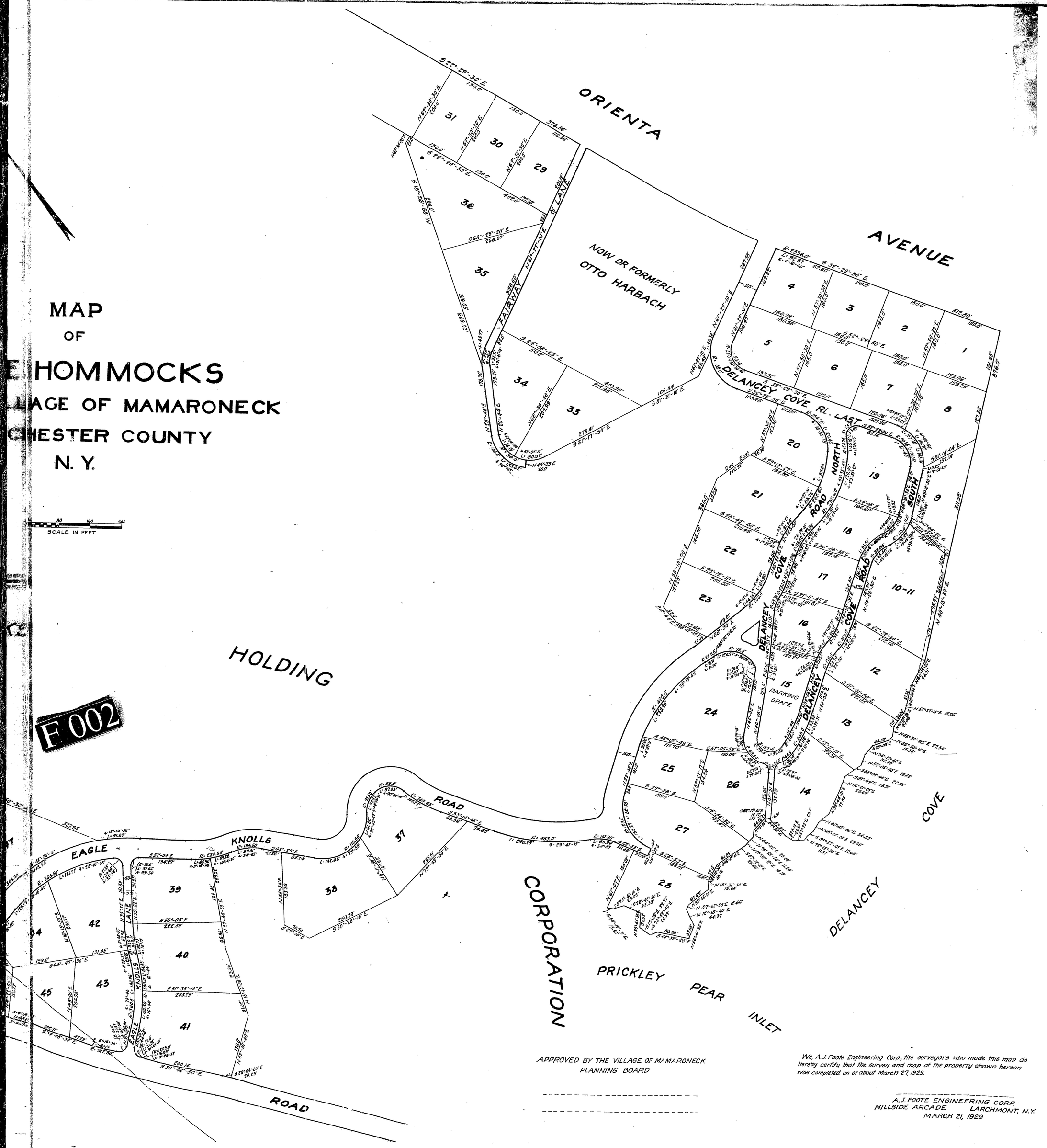
We, A. J. Foote Engineering Corp.,
hereby certify that the survey an
was completed on or about March

This diagram forms part of Mtg. in Liber 2999 Pg. 278

Filed in the Office of the Register of Westchester County

_____ as Map No _____

MAP
OF
HOMMOCKS
LAGE OF MAMARONECK
CHESTER COUNTY
N. Y.

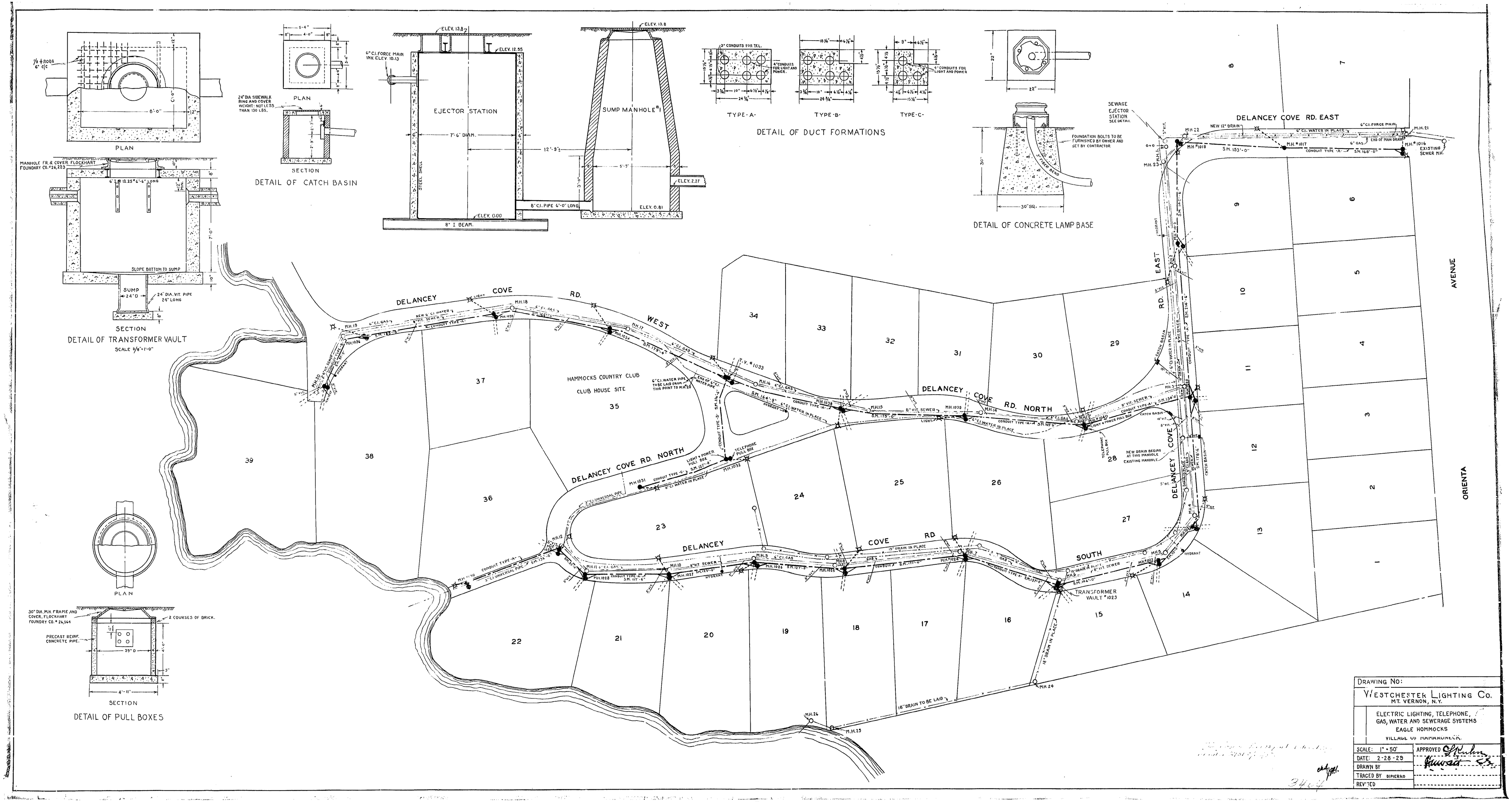


F 002

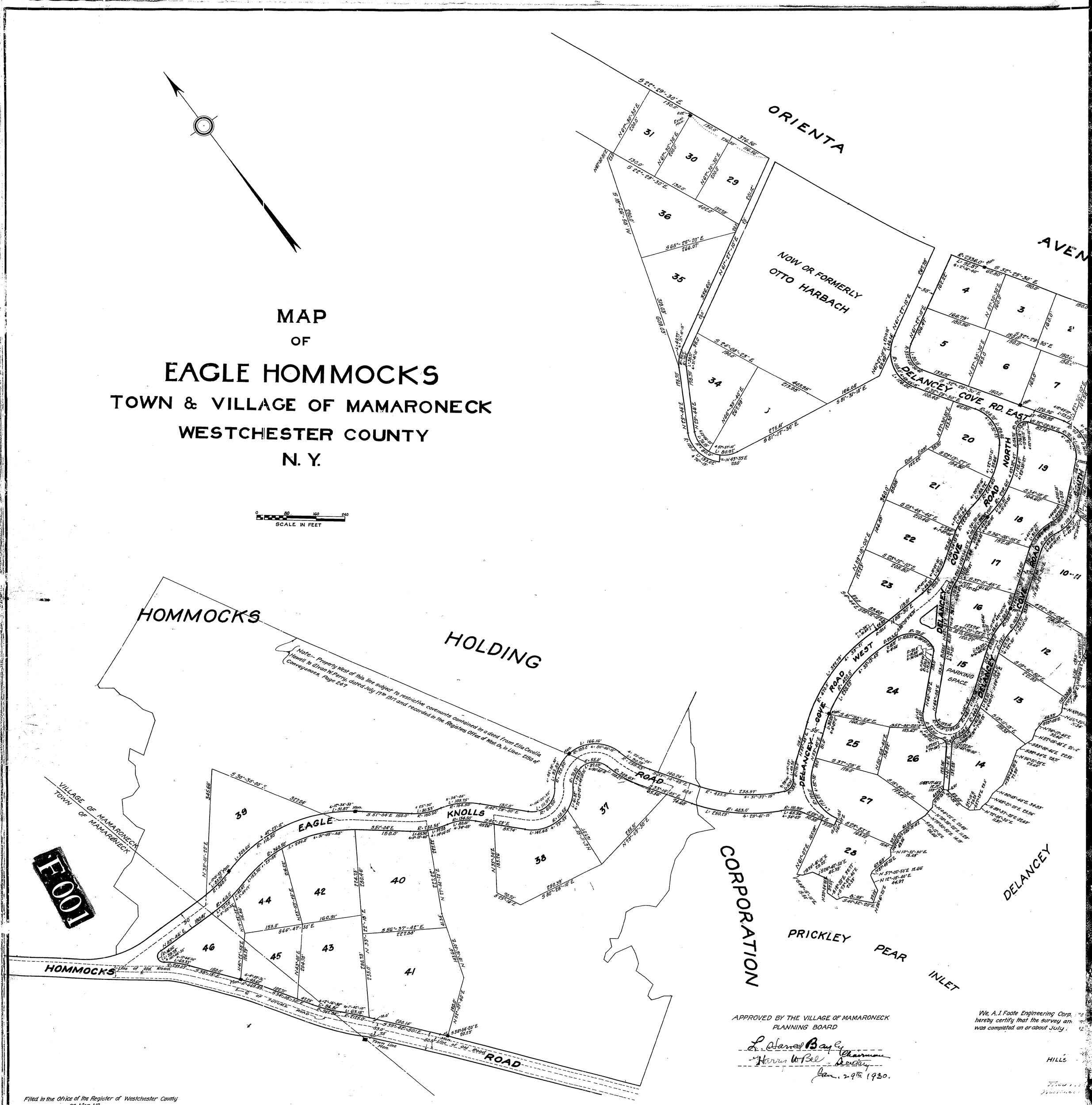
APPROVED BY THE VILLAGE OF MAMARONECK
PLANNING BOARD

We, A. J. Foote Engineering Corp., the surveyors who made this map do hereby certify that the survey and map of the property shown hereon was completed on or about March 27, 1929.

A. J. FOOTE ENGINEERING CORP.
HILLSIDE ARCADE LARCHMONT, N.Y.
MARCH 21, 1929


PLAN
SECTION
DETAIL OF TRANSFORMER VAULT
SCALE 3/8"=1'-0"
DETAIL OF CATCH BASIN
EJECTOR STATION
SUMP MANHOLE
DETAIL OF DUCT FORMATIONS
TYPE-A-
TYPE-B-
TYPE-C-
DETAIL OF CONCRETE LAMP BASE
DETAIL OF PULL BOXES
DELANCEY COVE RD. WEST
DELANCEY COVE RD. NORTH
DELANCEY COVE RD. EAST
DELANCEY COVE RD. SOUTH
DELANCEY COVE RD
HAMMOCKS COUNTRY CLUB
CLUB HOUSE SITE
TRANSFORMER VAULT #1023
ORIENTA AVENUE
DRAWING NO:
WESTCHESTER LIGHTING CO.
MT. VERNON, N.Y.
ELECTRIC LIGHTING, TELEPHONE, GAS, WATER AND SEWERAGE SYSTEMS
EAGLE HOMMOCKS
VILLAGE OF MAMARONECK
SCALE: 1" = 50'
DATE: 2-28-29
DRAWN BY
TRACED BY
REVISED
APPROVED

MAP
OF
EAGLE HOMMOCKS
TOWN & VILLAGE OF MAMARONECK
WESTCHESTER COUNTY
N. Y.



APPROVED BY THE VILLAGE OF MAMARONECK
PLANNING BOARD

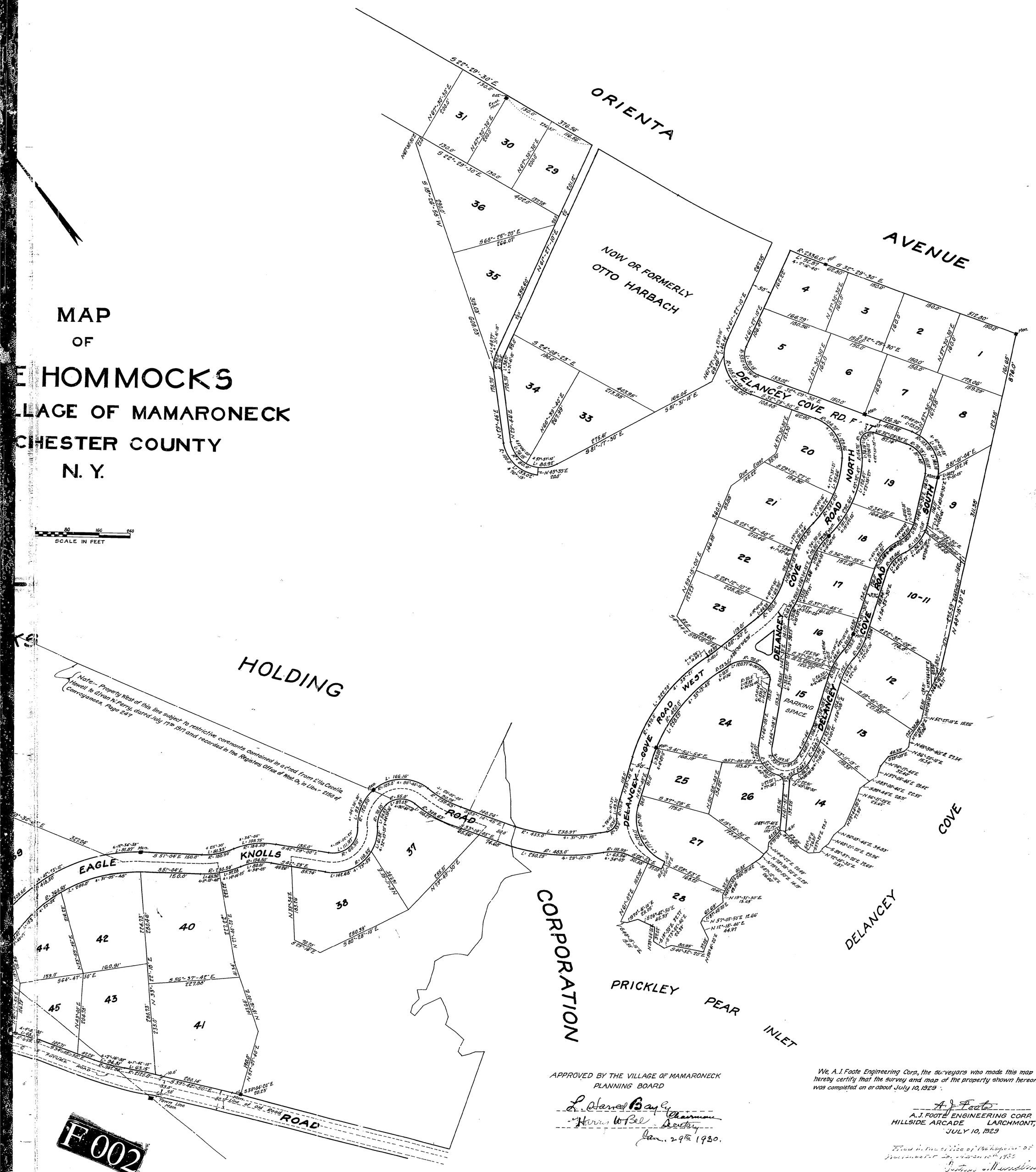
L. Harold Bayley Chairman
Harris W. Bell Secretary
Jan. 29th 1930.

We, A. J. Foote Engineering Corp. ... hereby certify that the survey am... was completed on or about July ...

Filed in the Office of the Register of Westchester County
as Map No. _____

MAP
OF
E HOMMOCKS
LLAGE OF MAMARONECK
CHESTER COUNTY
N. Y.

SCALE IN FEET



APPROVED BY THE VILLAGE OF MAMARONECK
PLANNING BOARD

L. Harrel Bayley Chairman
Harry W. Bell Secretary
Jan. 29th 1930.

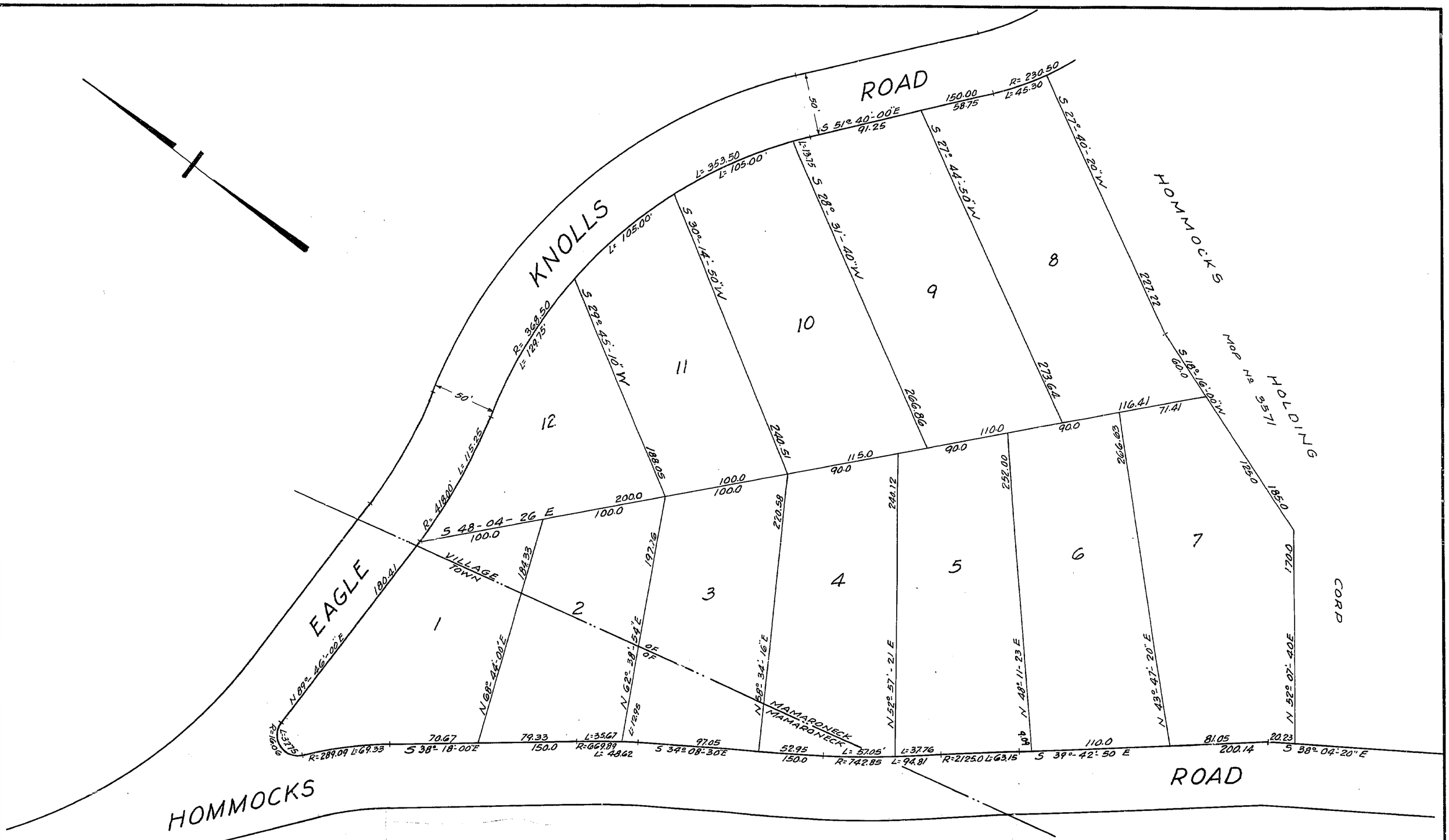
We, A. J. Foote Engineering Corp., the surveyors who made this map do hereby certify that the survey and map of the property shown hereon was completed on or about July 10, 1929.

A. J. Foote
A. J. FOOTE ENGINEERING CORP.
HILLSIDE ARCADE LARCHMONT, N.Y.
JULY 10, 1929

Filed in the Office of the Register of Westchester Co. March 15th, 1930
Joshua A. Meredith
Register

FILED MAR 15 1930
NUMBER 391

F 002



WESTCHESTER COUNTY DEPARTMENT
OF HEALTH

Approved subject to the Provision of Public water supply facilities and the provision of sewage disposal facilities to serve each habitable building hereafter constructed and installed in accordance with Plans and application approved by and on file in this office prior to the construction of such building

Dated 22 June 1950 E. H. Mark Deputy Commissioner of Health

NOTE: In as much as there are no New Roads to be Laid the Village Planning board has no Jurisdiction.

Dated 13 June 1950 Village Engineer

SUBDIVISION MAP
OF
HOMMOCKS ESTATES

SITUATE IN THE VILLAGE & TOWN OF MAMARONECK

WESTCHESTER COUNTY N.Y.

COUNTY ~~BLOCK~~ SHEET 28 ~~SHEET~~ BLOCK 3228, 3230

Scale ~ 1" = 50'

Note: Wherever required for Sewage disposal, suitable fill shall be placed to provide not less than a five foot depth of well drained soil.

June 22 50

FILED JUN 22 1950
NUMBER 7112
FEE PAID 1.75

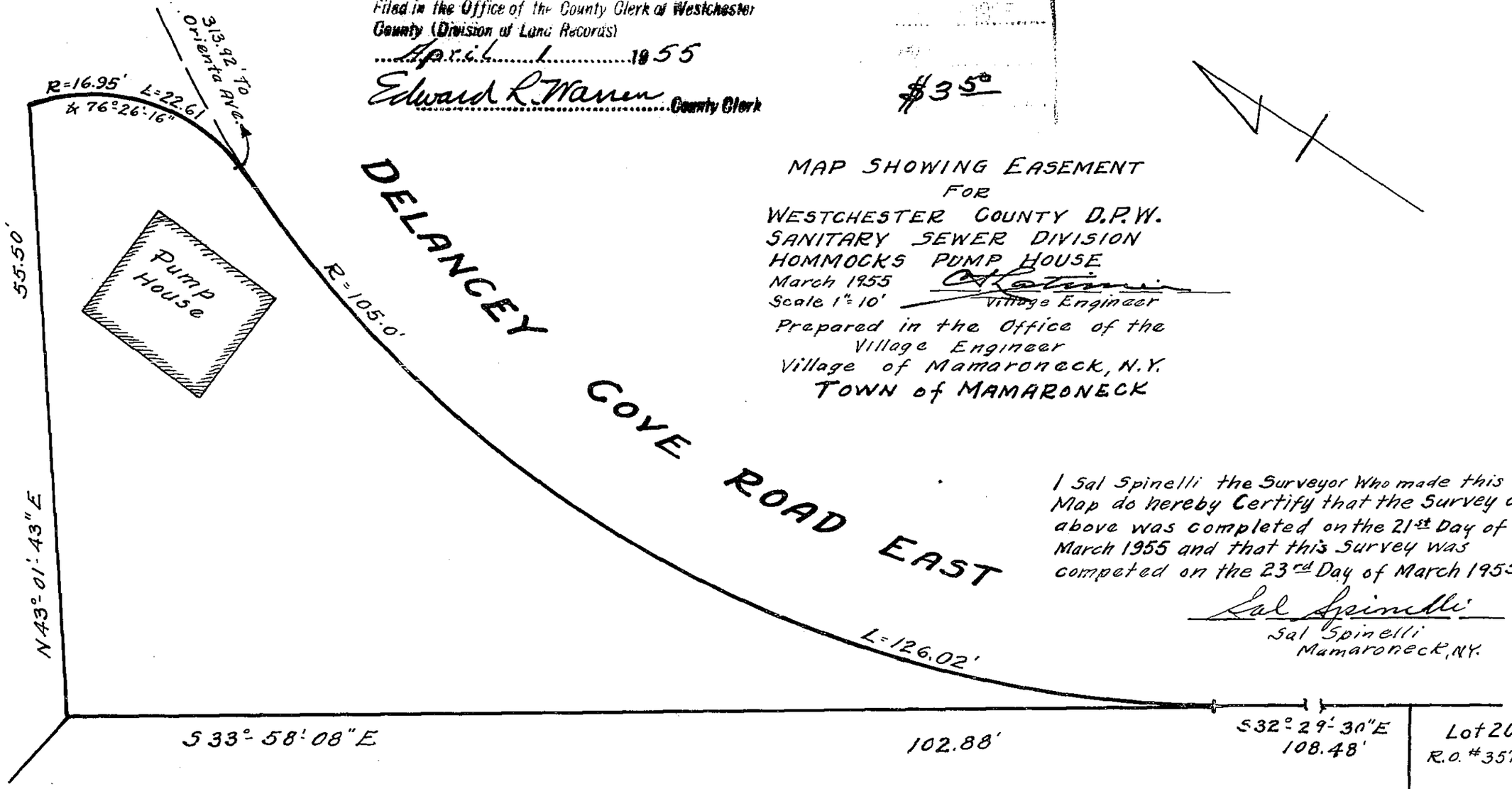
This Map is a Re-subdivision of Lots 40 to 46 incl. on Map of Eagle Hommocks in the Town & Village of Mamaroneck Westchester Co. N.Y. and filed as Map Nº 3571

I A.J. FOOTE the Surveyor who made this Map do hereby Certify that the survey of this property was completed on April 5 1950, and that this Map was completed on the 12th day of June 1950

A J FOOTE CIVIL ENGR & SURVEYOR
75 Palmer Ave Larchmont N.Y.

Filed in the Office of the County Clerk of Westchester County (Division of Land Records)
April 1 1955
Edward L. Warren County Clerk

$35



MAP SHOWING EASEMENT
FOR
WESTCHESTER COUNTY D.P.W.
SANITARY SEWER DIVISION
HOMMOCKS PUMP HOUSE
March 1955
Scale 1" = 10'
Village Engineer
Prepared in the Office of the
Village Engineer
Village of Mamaroneck, N.Y.
TOWN of MAMARONECK

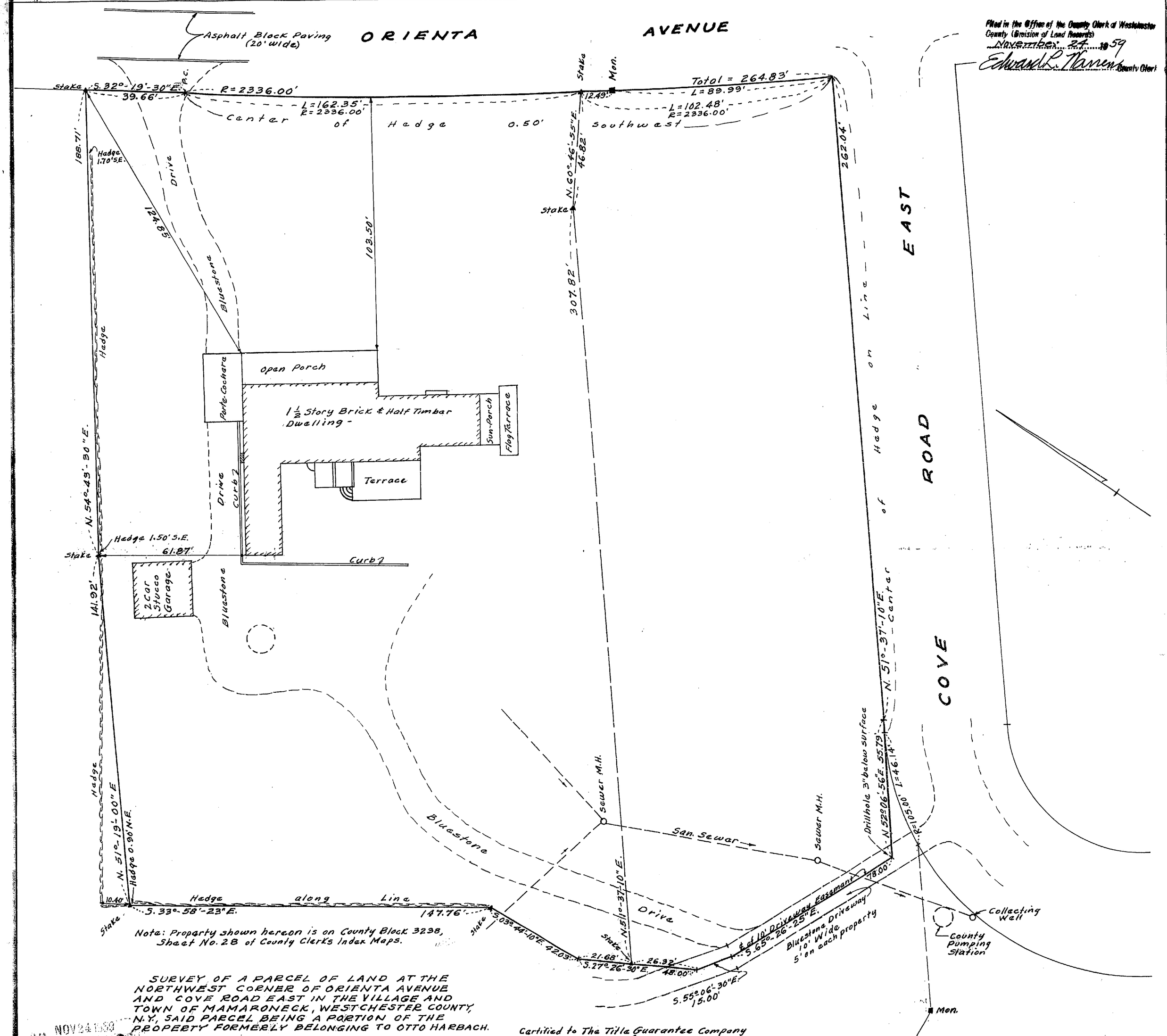
I Sal Spinelli the Surveyor Who made this Map do hereby Certify that the Survey of above was completed on the 21st Day of March 1955 and that this Survey was competed on the 23rd Day of March 1955

Sal Spinelli
Sal Spinelli
Mamaroneck, N.Y.

County Block No 3226 & 3238

6074061

Filed in the Office of the County Clerk of Westchester County (Division of Land Records)
November 24 1959
Edward R. Warren County Clerk



Note: Property shown hereon is on County Block 3238, Sheet No. 28 of County Clerks Index Maps.

SURVEY OF A PARCEL OF LAND AT THE NORTHWEST CORNER OF ORIENTA AVENUE AND COVE ROAD EAST IN THE VILLAGE AND TOWN OF MAMARONECK, WESTCHESTER COUNTY, N.Y., SAID PARCEL BEING A PORTION OF THE PROPERTY FORMERLY BELONGING TO OTTO HARBACH.

SCALE 1" = 20'

OCT. 31, 1959.

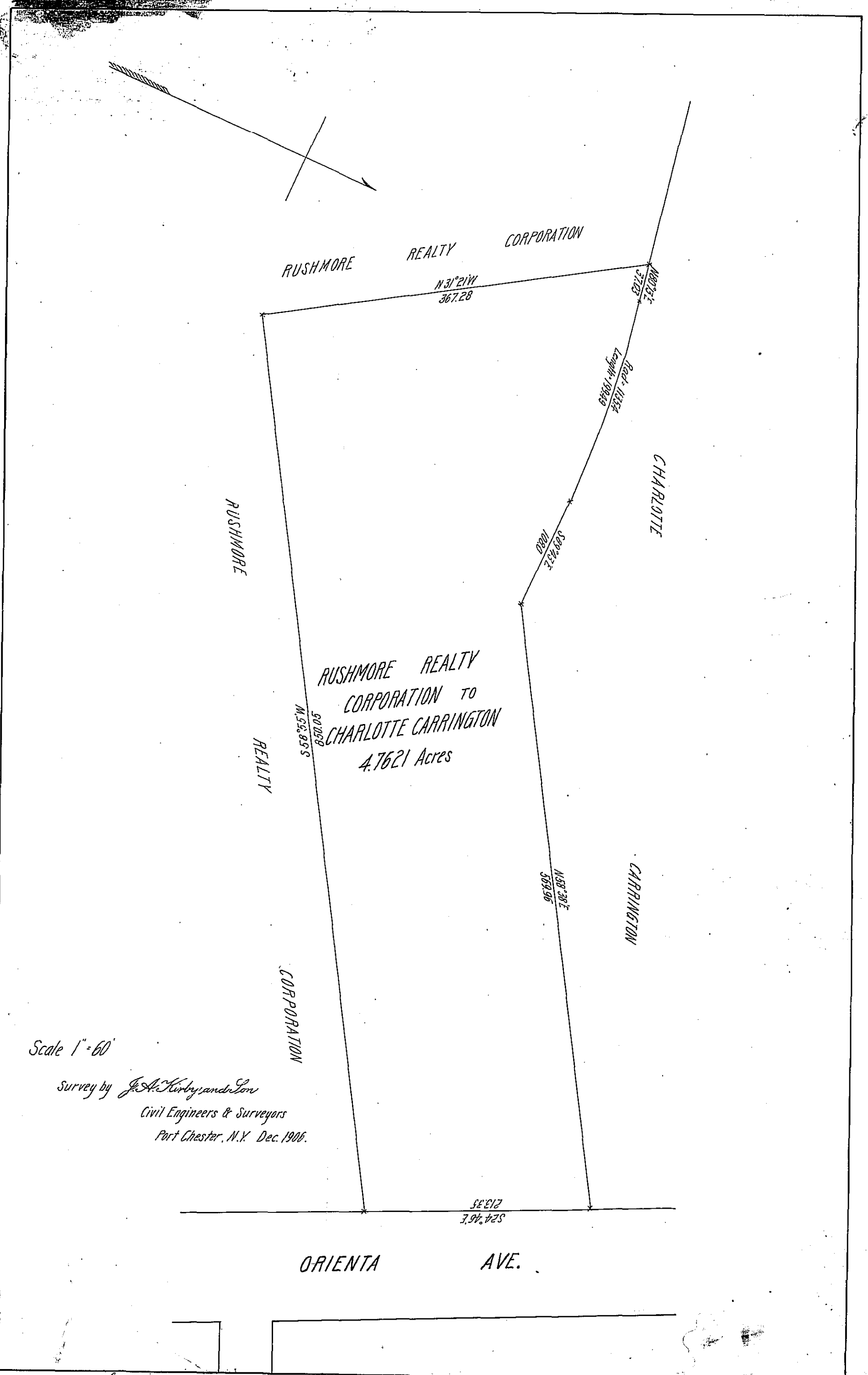
NOV 24 1959
12213
$300

Sal Spinelli
SAL SPINELLI
N.Y.S. LIC. LAND SURVEYOR No. 23043
405 WARD AVE. MAMARONECK, N.Y.
TEL. OWENS 8-1022

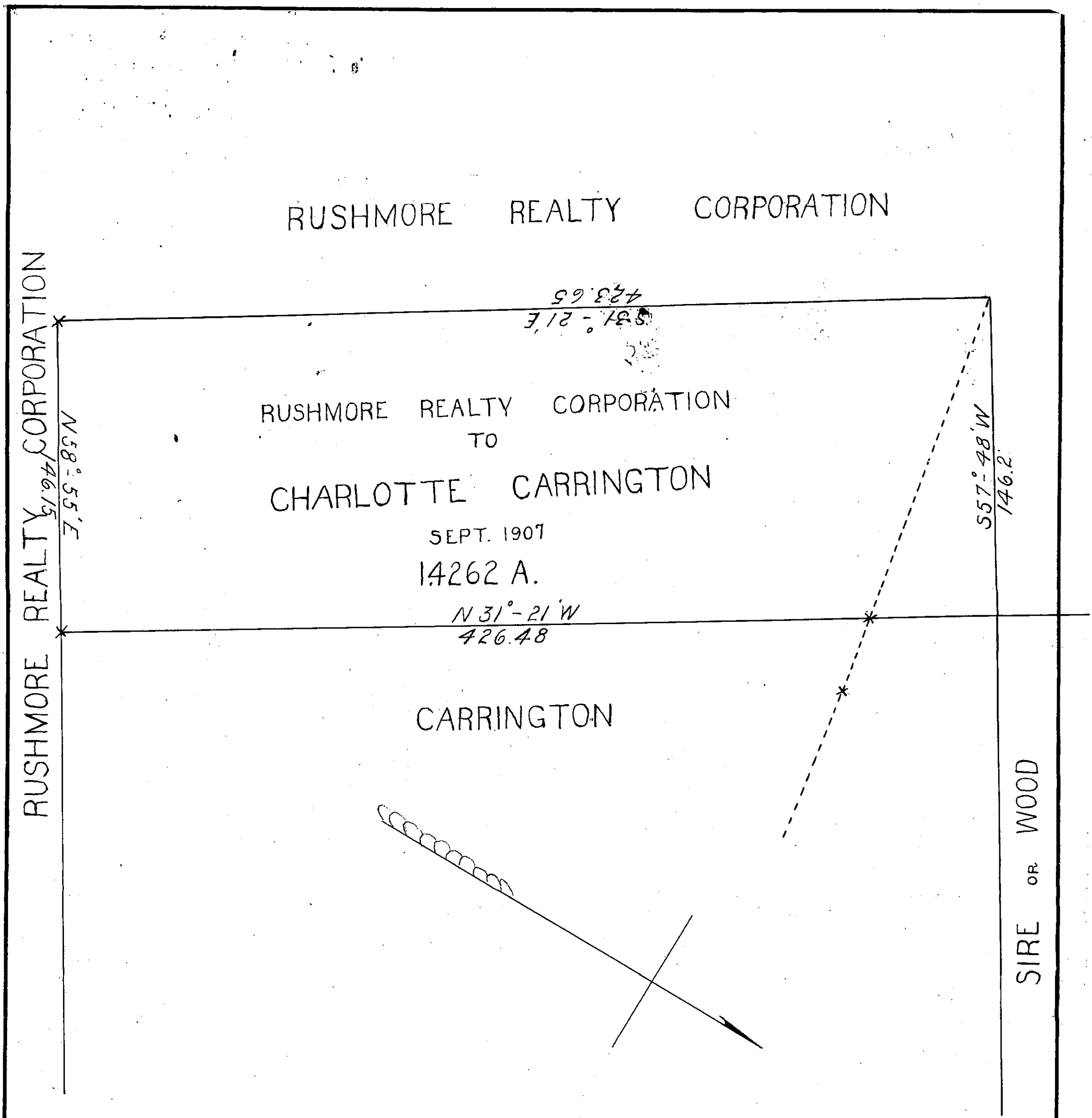
Certified to The Title Guarantee Company
Sal Spinelli

Note: Village Planning Board has no jurisdiction since no new roads are involved.

I, Sal Spinelli, the Surveyor who made this map, do hereby certify that the Survey of the property shown hereon was completed on Oct. 31, 1959, and this map was completed on Oct. 31, 1959.
Sal Spinelli



24-45 This diagram is part of deed in liber 1788 Cp 306



Oswinta Point
Mamaroneck

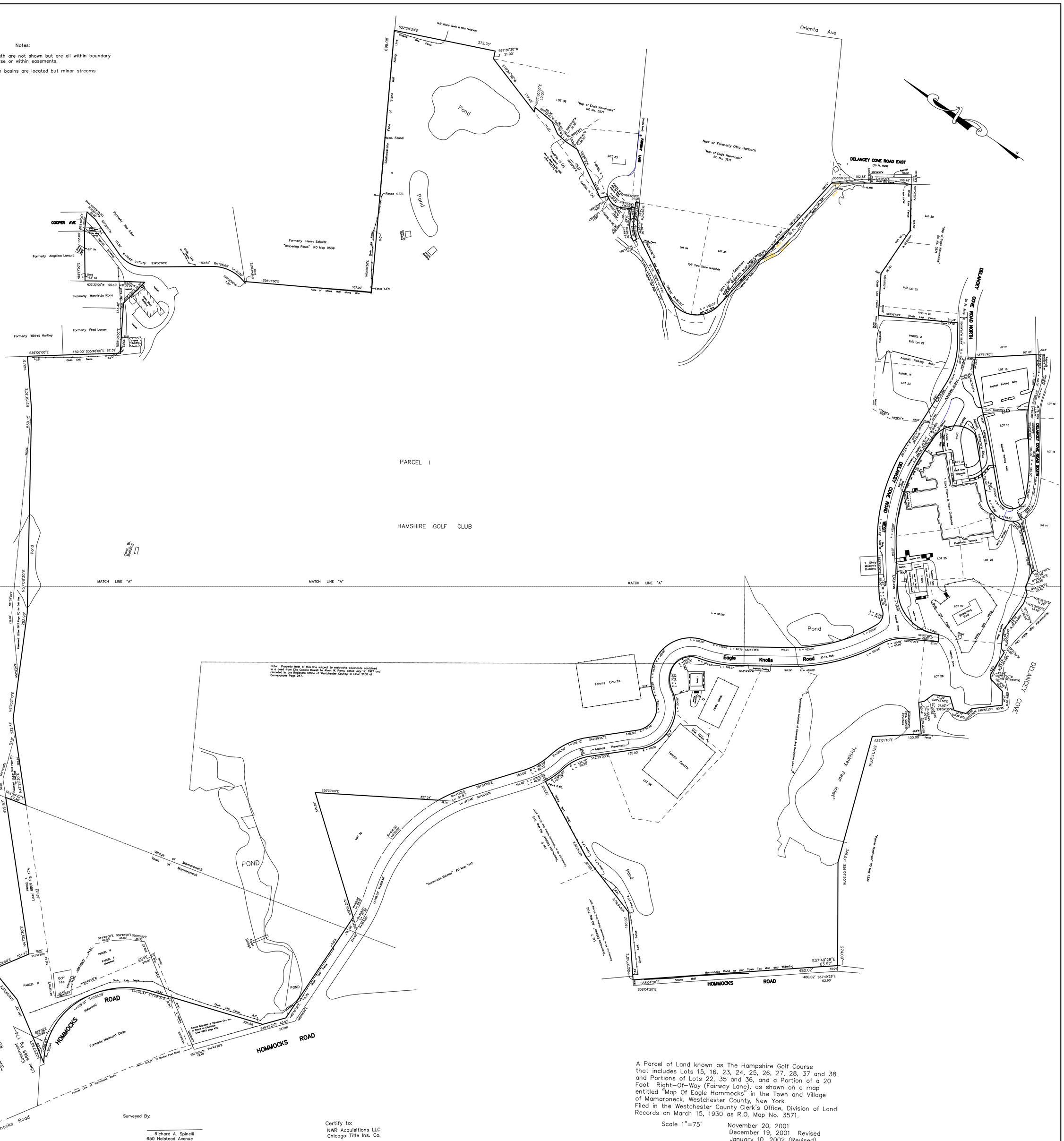
SURVEY BY:
J. A. Kirby and Son.
CIVIL ENGINEERS AND SURVEYORS
PORT CHESTER N.Y.
SEPT. 1907.

Map B SCALE 1" = 60'
6-47 This diagram forms part of deed in liber 1817 p 396

26/47 L

Notes:

1. Asphalt Golf Cart Path are not shown but are all within boundary lines of Golf Course or within easements.
2. Ponds and retention basins are located but minor streams are not shown.



A Parcel of Land known as The Hampshire Golf Course that includes Lots 15, 16. 23, 24, 25, 26, 27, 28, 37 and 38 and Portions of Lots 22, 35 and 36, and a Portion of a 20 Foot Right-Of-Way (Fairway Lane), as shown on a map entitled "Map Of Eagle Hommocks" in the Town and Village of Mamaroneck, Westchester County, New York Filed in the Westchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O. Map No. 3571.

Scale 1"=75'

November 20, 2001
December 19, 2001 Revised
January 10, 2002 (Revised)
Sept. 7, 2005 (Updated)
Feb. 12, 2007 (Update Clubhouse & Parking Eraes)
April 14, 2010 (Up date survey)

Book 15 Page 2190 "Hampgolf" Disk Hampshire

MAP
OF
PALMER HOMMOCK

PROPERTY OF

MRS. C. A HOWELL.

MAMARONECK

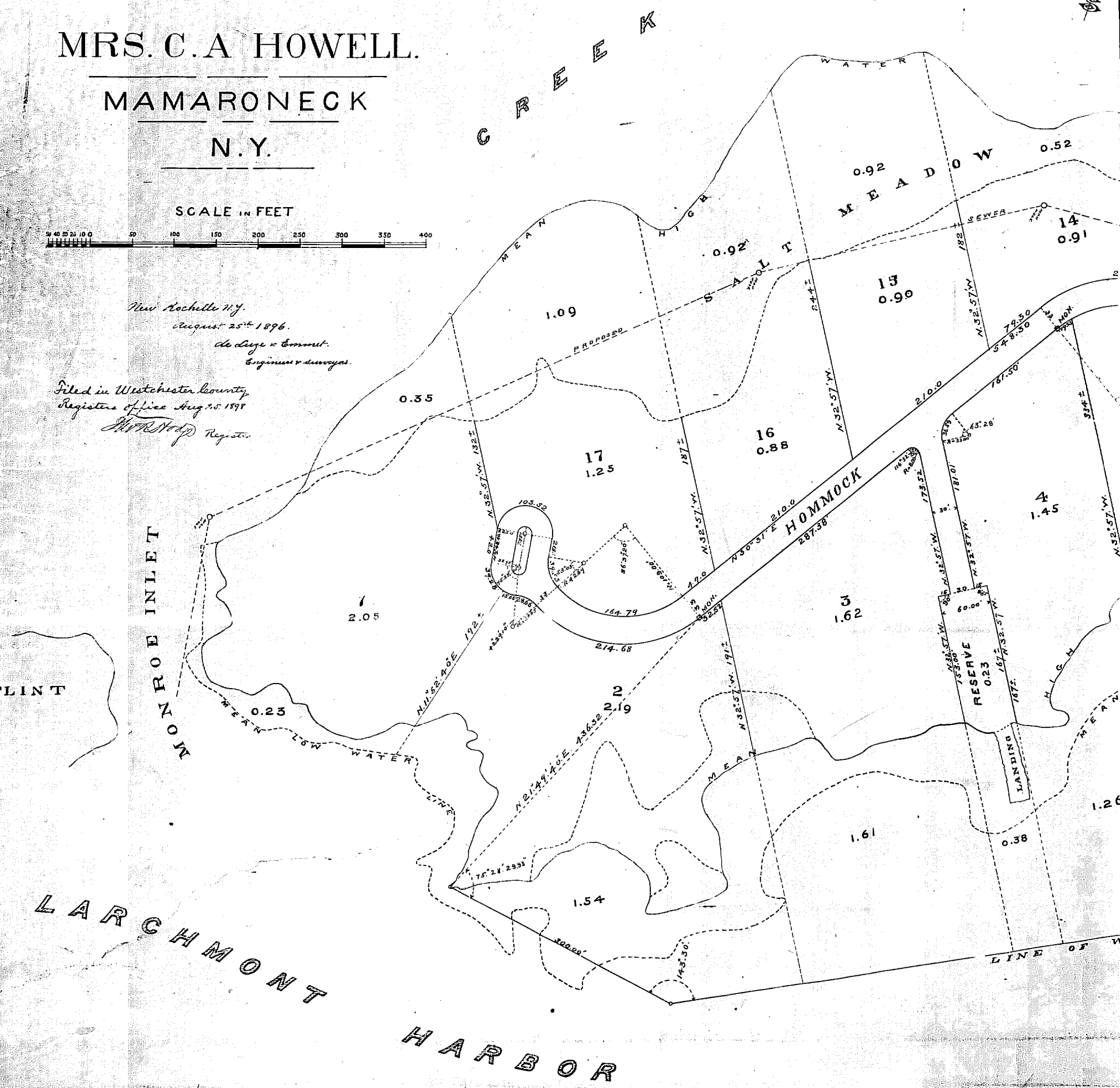
N.Y.

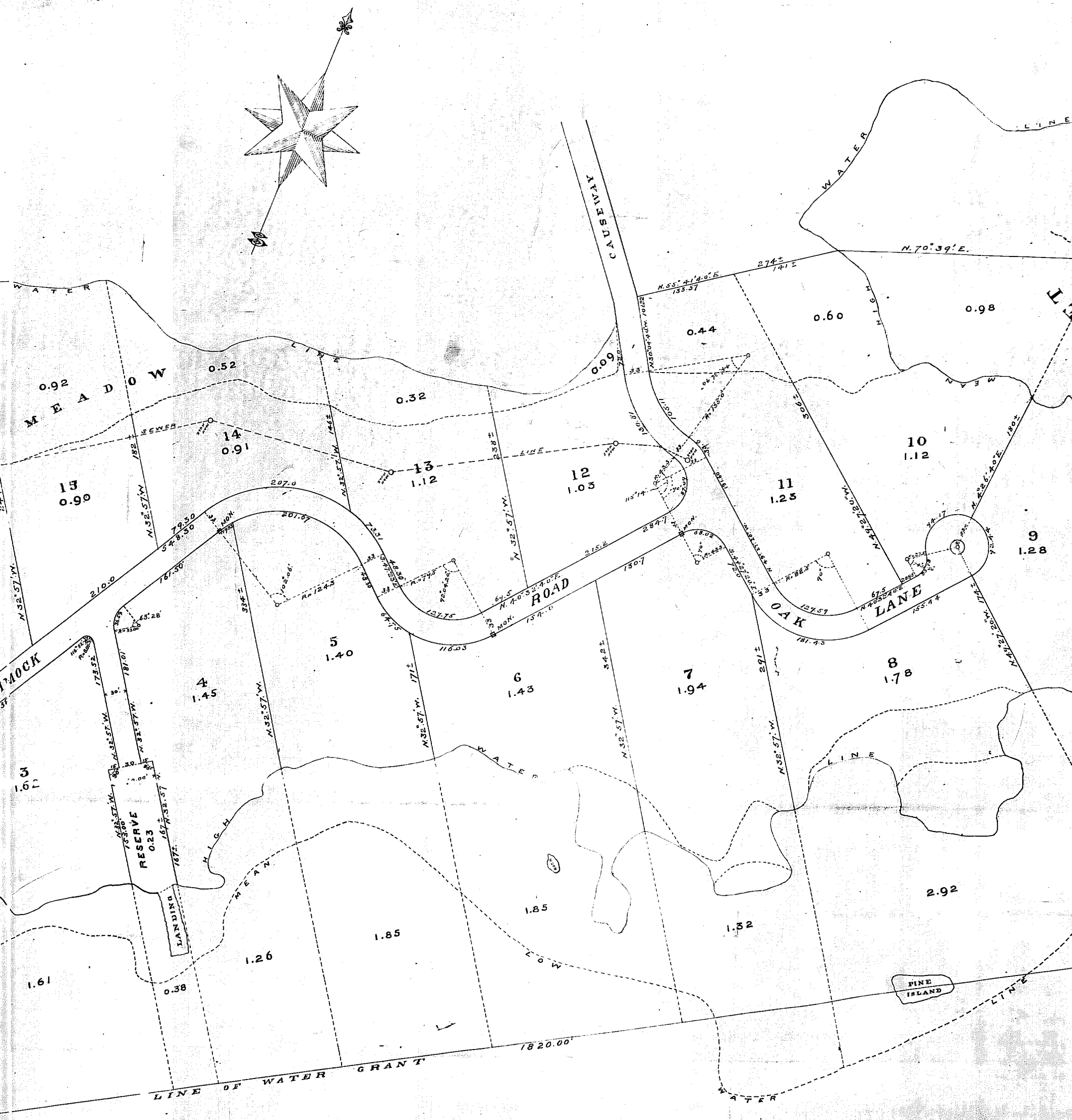
SCALE IN FEET

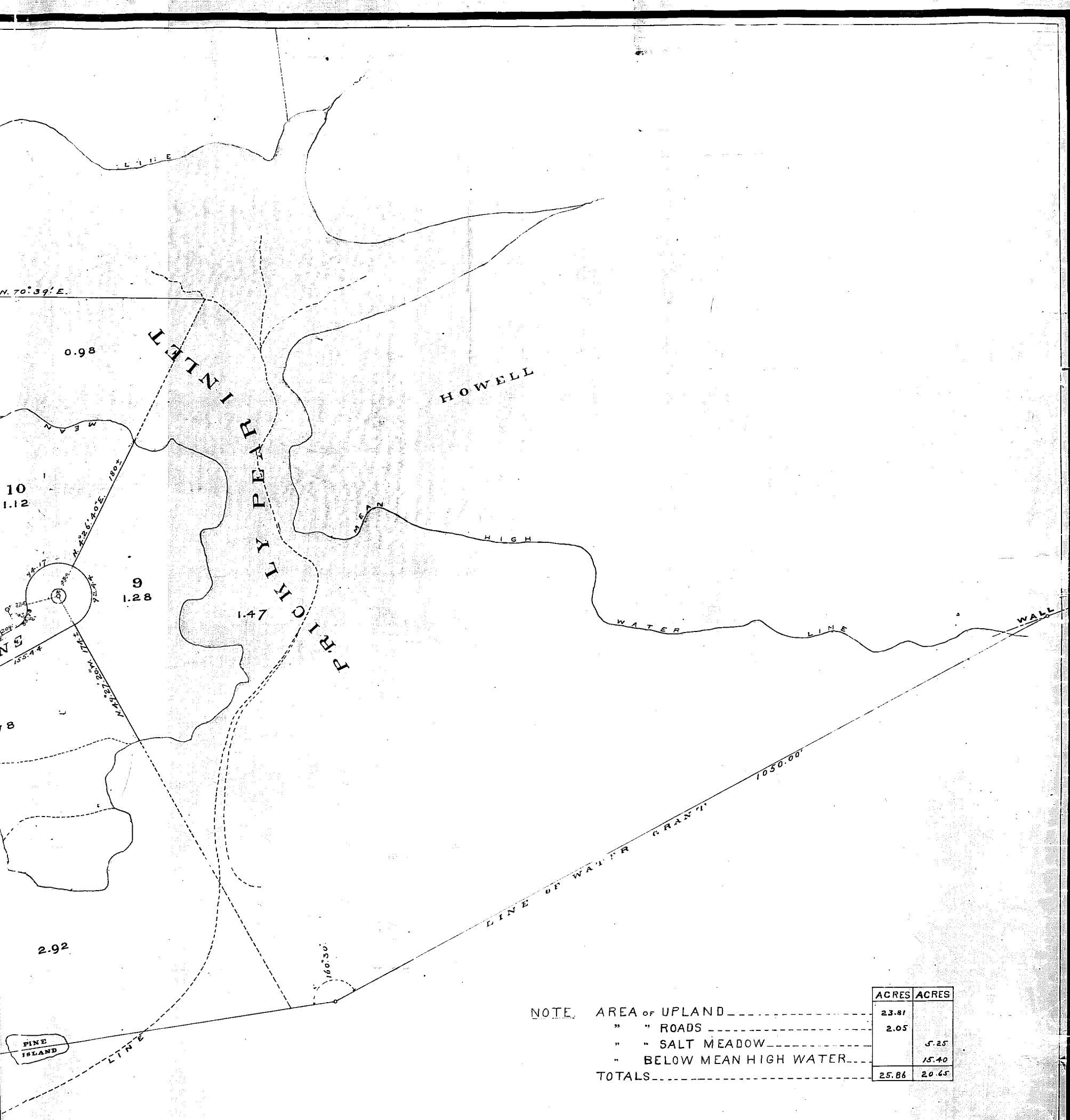
50 40 30 20 10 0 50 100 150 200 250 300 350 400

New Rochelle N.Y.
August 25th 1896.
de Leze & Emmet.
Engineers & surveyors.

Filed in Westchester County
Registers office Aug 25 1898
Wm R Nodg Register.




MEADOW
CAUSEWAY
OAK LANE
ROAD
HAMMOCK
WATER LINE
MEAN HIGH WATER
MEAN LOW WATER
SEWER
LINE
N. 70° 39' E.
N. 32° 57' W.
N. 4° 32' 40" E.
N. 44° 27' 20" W.
N. 4° 26' 40" E.
S. 44° 27' 20" E.
N. 40° 38' 40" E.
N. 55° 41' 40" E.
RESERVE 0.23
LANDING
PINE ISLAND
LINE OF WATER GRANT
1820.00'
0.92
0.52
0.32
0.09
0.44
0.60
0.98
15 0.90
14 0.91
13 1.12
12 1.03
11 1.25
10 1.12
9 1.28
8 1.78
7 1.94
6 1.43
5 1.40
4 1.45
3 1.62
1.61
0.38
1.26
1.85
1.85
1.32
2.92



NOTE.

	ACRES	ACRES
AREA OF UPLAND	23.81	
" " ROADS	2.05	
" " SALT MEADOW		5.25
" BELOW MEAN HIGH WATER		15.40
TOTALS	25.86	20.65