

ZB# 87-40

Edward Provanzana

25-5-35

87-40 - Provanzana, Edw. - rear yard.

Prelim:
June 22, 1987.

Apps furnished
6/22.

Public Hearing:
Aug. 10th

Notice to
Setback on 6/30/87.

3144
rd.

Area Variance
Granted on
8/10/87.

Sept. 16, 1987
E. Shapiro, Clerk

TOWN OF
TOWN OF WINDSOR

General Receipt

9185

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, N. Y. 12550

Aug. 12 19 87

Received of Mary Ellen Provarana \$ 25.00

Twenty-five and 00 100 DOLLARS

For zoning Board Application Dec 87-40

DISTRIBUTION:

FUND	CODE	AMOUNT
Check # 488		25.00

By Pauline M. Townsend
Town Clerk
ES
Title

Williamson Law Book Co., Rochester, N. Y. 14609

NEW WINDSOR ZONING BOARD OF APPEALS

-----x

In the Matter of the Application of

DECISION GRANTING
AREA VARIANCE

EDWARD PROVANZANA

#87-40.

-----x

WHEREAS, EDWARD PROVANZANA, 510 Balmoral Circle, New Windsor, N. Y. 12550, has made application before the Zoning Board of Appeals for 22 ft. rearyard variance to construct addition, including deck, to residence located above in an R-4 zone; and

WHEREAS, a public hearing was held on the 10th day of August, 1987 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant appeared in behalf of himself; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking to construct an addition, including deck to residence with insufficient rearyard at premises located above.

3. The evidence presented by the applicant substantiated the fact that a 22 ft. rearyard variance would be required in order for applicants to meet the bulk requirement for rearyard in an R-4 zone.

WHEREAS, the Zoning Board of Appeals makes the following findings of law in this matter:

1. The evidence shows that the applicant will encounter practical difficulty if the variance requested is not granted because applicant cannot purchase additional land within which to construct addition.

2. The requested variance will not result in substantial detriment to adjoining properties or change the character of the neighborhood.

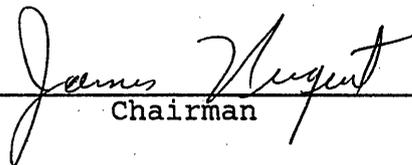
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 22 ft. rearyard variance to applicant in accordance with plans submitted to the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: September 14, 1987.


Chairman

file



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

August 11, 1987

Mr. and Mrs. Edward Provanzano
510 Balmoral Circle
New Windsor, N. Y. 12550

RE: APPLICATION FOR AREA VARIANCE
#87-40

Dear Mr. and Mrs. Provanzano:

This is to confirm that the Zoning Board of Appeals made a decision to GRANT your above request for a variance at the August 10, 1987 meeting.

Formal decision will be drafted some time in the future and acted upon by the Board. You will be receiving a copy by return mail.

Very truly yours,

A handwritten signature in cursive script that reads "Patricia A. Barnhart".

PATRICIA A. BARNHART
Secretary

/pab

cc: Town Planning Board
Michael Babcock, B. I.



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK



June 25, 1987

Mr. & Mrs. Edward Provanzano
510 Balmoral Circle
New Windsor, NY 12550

Re: 25-5-35 Variance List

Dear Mr. & Mrs. Provanzano:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$85.00, minus your deposit of \$25.00. Please remit same to the Town Clerk, Town of New Windsor, N.Y.

Very truly yours,

CHRISTIAN E. JAHRLING, IAO
SOLE ASSESSOR

CEJ/cp

Clinton, Sally
409 Carlton Circle
New Windsor, NY 12550

Lech, John J. & Eleanor R.
407 Carlton Circle
New Windsor, NY 12550

Sollas, Richard & Sandra
405 Carlton Circle
New Windsor, NY 12550

Stern, Gary & Amy
403 Carlton Circle
New Windsor, NY 12550

Elias, Anthony P. & Carol M.
502 Balmoral Circle
New Windsor, NY 12550

O'Connor, John J. & Randee
504 Balmoral Circle
New Windsor, NY 12550

Smeenk, Harry G,
506 Balmoral Circle
New Windsor, NY 12550

Borgia, Frank & Jacqueline
508 Balmoral Circle
New Windsor, NY 12550

Rizzuto, John P.
512 Balmoral Circle
New Windsor, NY 12550

Jennings, Michael P & Susan A.
514 Balmoral Circle
New Windsor, NY 12550

Leonhardt, Geo. S. & Eileen
516 Balmoral Circle
New Windsor, NY 12550

Williams, Keith K. & Rebecca H.
518 Balmoral Circle
New Windsor, NY 12550

Sarich, Emil & Leda
520 Balmoral Circle
New Windsor, NY 12550

Raven, Dorothy
522 Balmoral Circle
New Windsor, NY 12550

Wolf, Allen & Phyllis
116 Glendale Dr.
New Windsor, NY 12550

Puccio, Frank & Diana
118 Glendale Dr.
New Windsor, NY 12550

Brown, Howard & Estelle
120 Glendale Dr.
New Windsor, NY 12550

Costello, Stephen J. & Katherine A.
122 Glendale Dr.
New Windsor, NY 12550

Feeney, Richard M. & Janeen B.
124 Glendale Dr.
New Windsor, NY 12550

Hamel, Richard E. & Donna
126 Glendale Dr.
New Windsor, NY 12550

Town of New Windsor
555 Union Ave
New Windsor, NY 12550

Ahmed, Mahood & Meher
113 Glendale Dr.
New Windsor, NY 12550

Redder, Edward L. & Lynn R.
115 Glendale Dr.
New Windsor, NY 12550

Sobel, Howard & Rochelle
402 Carlton Circle
New Windsor, NY 12550

Silver, Robert & Ronnie
404 Carlton Circle
New Windsor, NY 12550

Coopersmith, Gary & Karen
406 Carlton Circle
New Windsor, NY 12550

Naclerio, Christine L.
408 Carlton Circle
New Windsor, NY 12550

Kreeger, William
410 Carlton Circle
New Windsor, NY 12550

Catania, Vincent & Kathleen
411 Carlton Circle
New Windsor, NY 12550

Greer, Elliot & Joann
524 Balmoral Circle
New Windsor, NY 12550

Natkiel, Noel G. & Marilynne
526 Balmoral Circle
New Windsor, NY 12550

Koesterer, William & Mary
528 Balmoral Circle
New Windsor, NY 12550

Shewring, Elizabeth
530 Balmoral Circle
New Windsor, NY 12550

Sabino, Arnold & JoEllen
501 Balmoral Circle
New Windsor, NY 12550

Parisi, Geo. & Rose
125 Glendale Dr.
New Windsor, NY 12550

McDonald, Michael D. & Moiraa
127 Glendale Dr.
New Windsor, NY 12550

Weir, Walter & Linda E.
129 Glendale Dr.
New Windsor, NY 12550

Williams, Keith
518 Balmoral Circle
New Windsor, NY 12550

Chiarella, Joseph & Gloria
229 Garden St.
New Windsor, NY 12550

Christie, Robert & Christina
227 Garden St.
New Windsor, NY 12550

Wilkinson, George & Antoinette
231 Garden Ave.
New Windsor, NY 12550

Windsor Enterprises Inc.
PO Box 928
Vails Gate, NY 12584

Iacovino, Jos. A. & Geraldine
237 Garden St.
New Windsor, NY 12550

Davidson, John R. & Angela A.
239 Garden St.
New Windsor, NY 12550

Starobin, Israel & Ida
241 Garden St.
New Windsor, NY 12550

Marino, Leo J. & Anne
243 Garden St.
New Windsor, NY 12550

Davidson, John J. & Kathleen
245 Garden St.
New Windsor, NY 12550

Liguori, Joseph A. & Adeline
247 Garden St.
New Windsor, NY 12550

Michon, Andrew J. & Regina
249 Garden St.
New Windsor, NY 12550

Pollock, John & Helen
251 Garden St.
New Windsor, NY 12550

Pospiech, Robert A. & Roslyn
253 Garden St.
New Windsor, NY 12550

Gibbons, John J. & Joyce
255 Garden St.
New Windsor, NY 12550

Fedorko, Charles R. Jr. & Joan
222 Franklin St.
New Windsor, NY 12550

Hamblin, David & Doris G.
223 Franklin St.
New Windsor, NY 12550

Paden, Robert R. & JoAnn A.
221 Franklin St.
New Windsor, NY 12550

Ronsini, Carl C. & Mary R.
222 Margo St.
New Windsor, NY 12550

Ruscitti, Arron & Patricia
224 Margo Pl.
New Windsor, NY 12550

Martini, Loretta
226 Margo St.
New Windsor, NY 12550

Billesimo, Anthony J. & Gilda T.
225 Margo St.
New Windsor, NY 12550

Hearns, Donald R. & Marilyn J.
223 Margo St.
New Windsor, NY 12550

Finnegan, John T. & Amy L.
221 Margo St.
New Windsor, NY 12550

Giammarco, Ettore P. & Jeanne R.
222 Leslie Ave.
New Windsor, NY 12550

Feroli, Leonard A. & Angelina
224 Leslie Ave.
New Windsor, NY 12550

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
 Approved.....19.....
 Disapproved a/c.....
 Permit No.

Office of Building Inspector
 Michael L. Babcock
 Town Hall, 555 Union Avenue
 New Windsor, New York 12550
 Telephone 565-8807

Refer -
 Planning Board.....
 Highway.....
 Sewer.....
 Water.....
 Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT
 Pursuant to New York State Building Code and Town Ordinances

Date... *April 6*19... *87*...

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

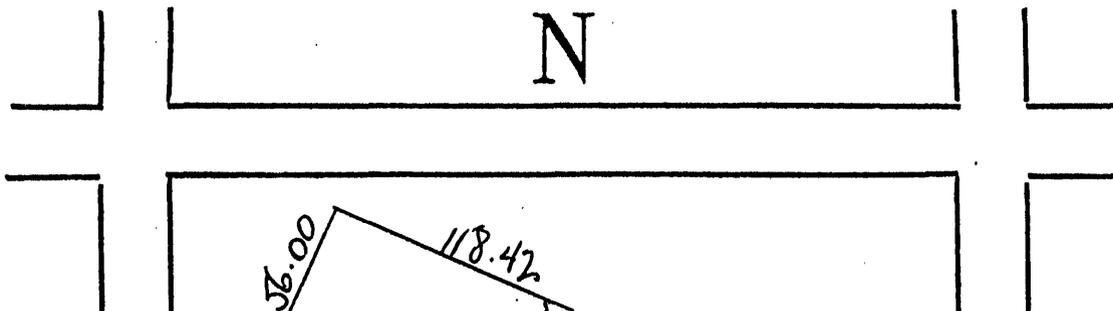
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

Eduard Novanzano
 (Signature of Applicant)

510 Belmont Circle New Windsor
 (Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
 Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Highway.....
Sewer.....
Water.....
Zoning Board of Appeals.....

Pursuant to New York State Building Code and Town Ordinances

Date *April 6* 19 *87*

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
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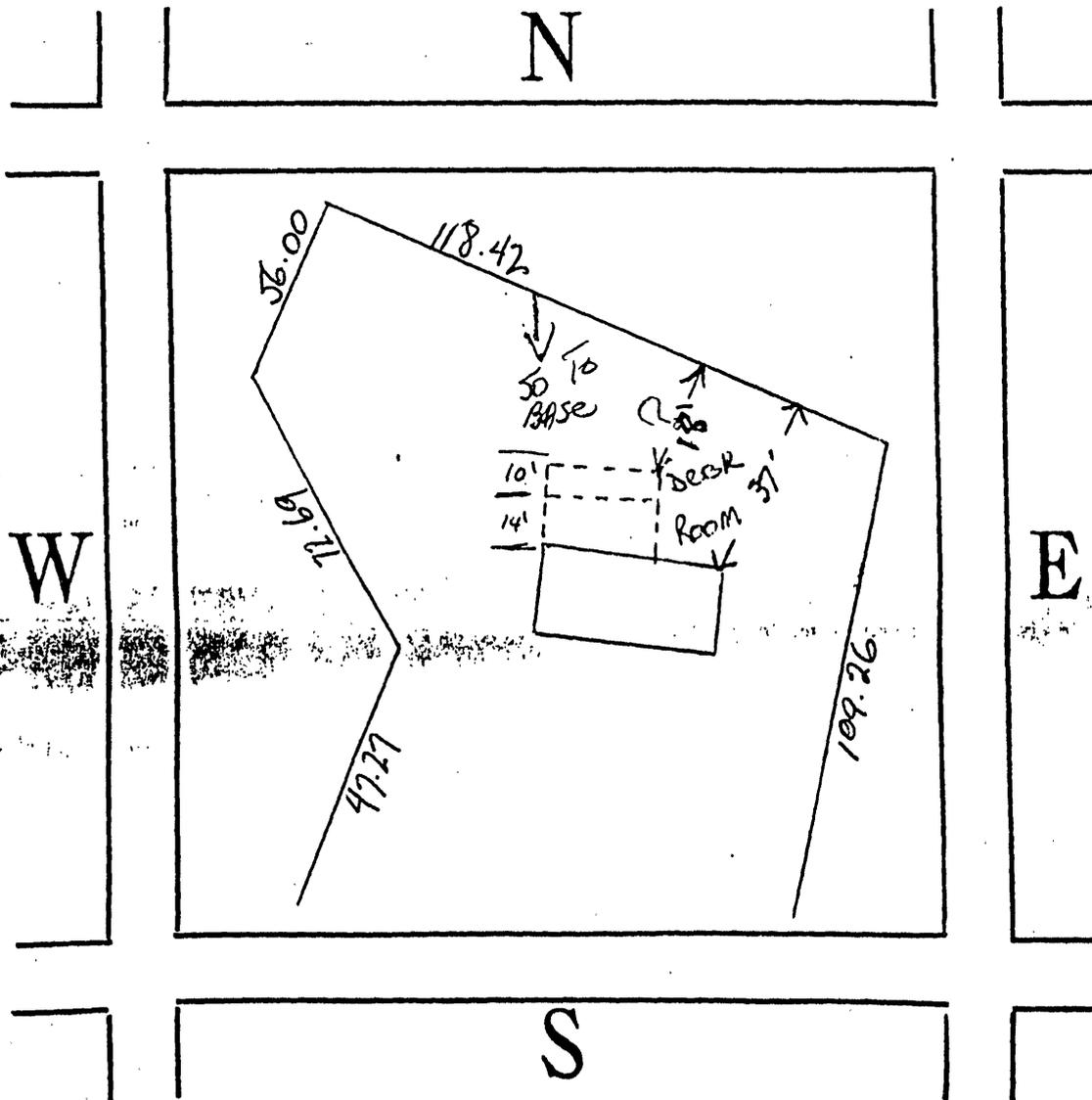
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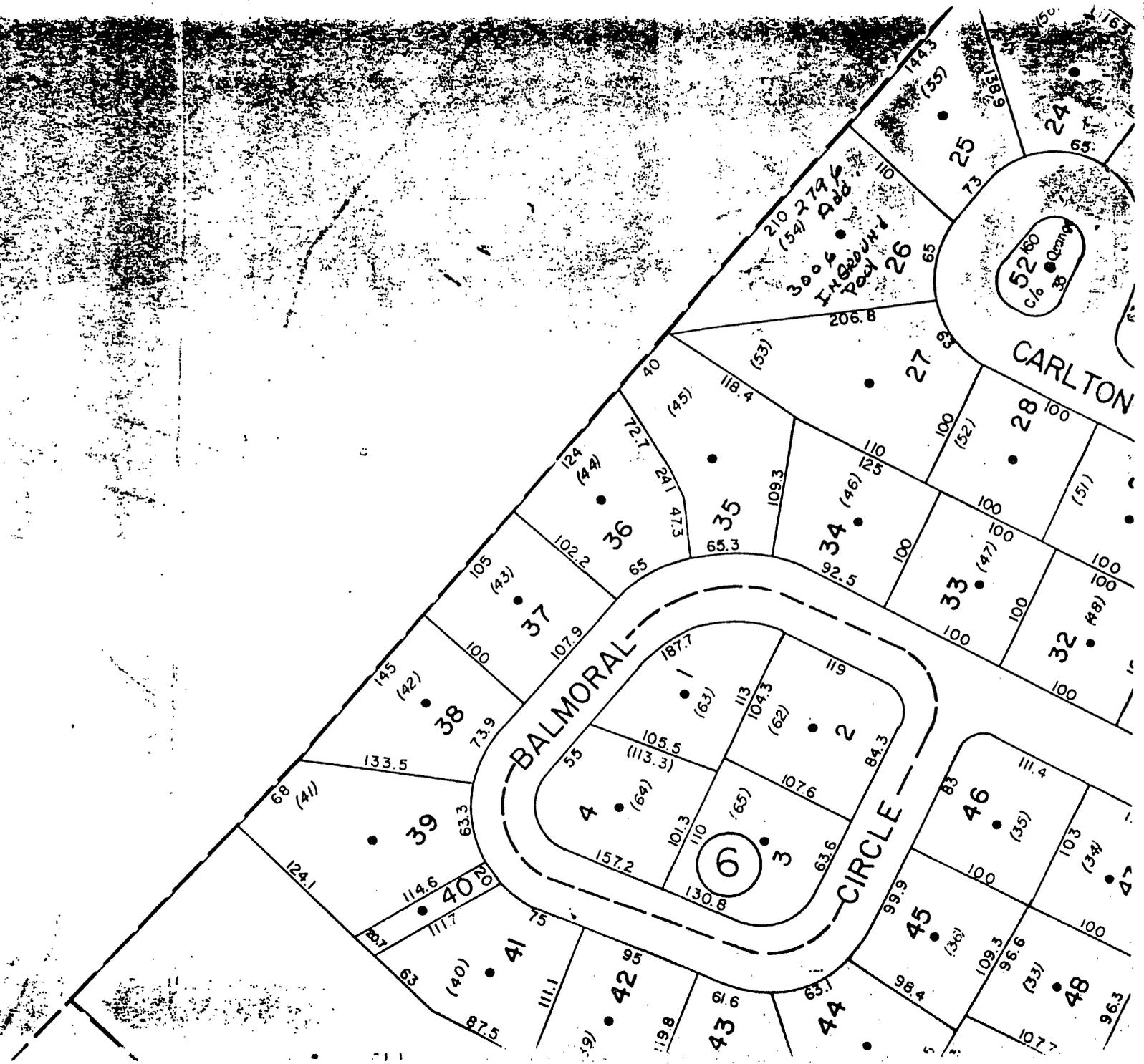
Edward Novanzano
(Signature of Applicant)

510 Belmont Circle New Windsor
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
Applicant must indicate the building line or lines clearly and distinctly on the drawings.





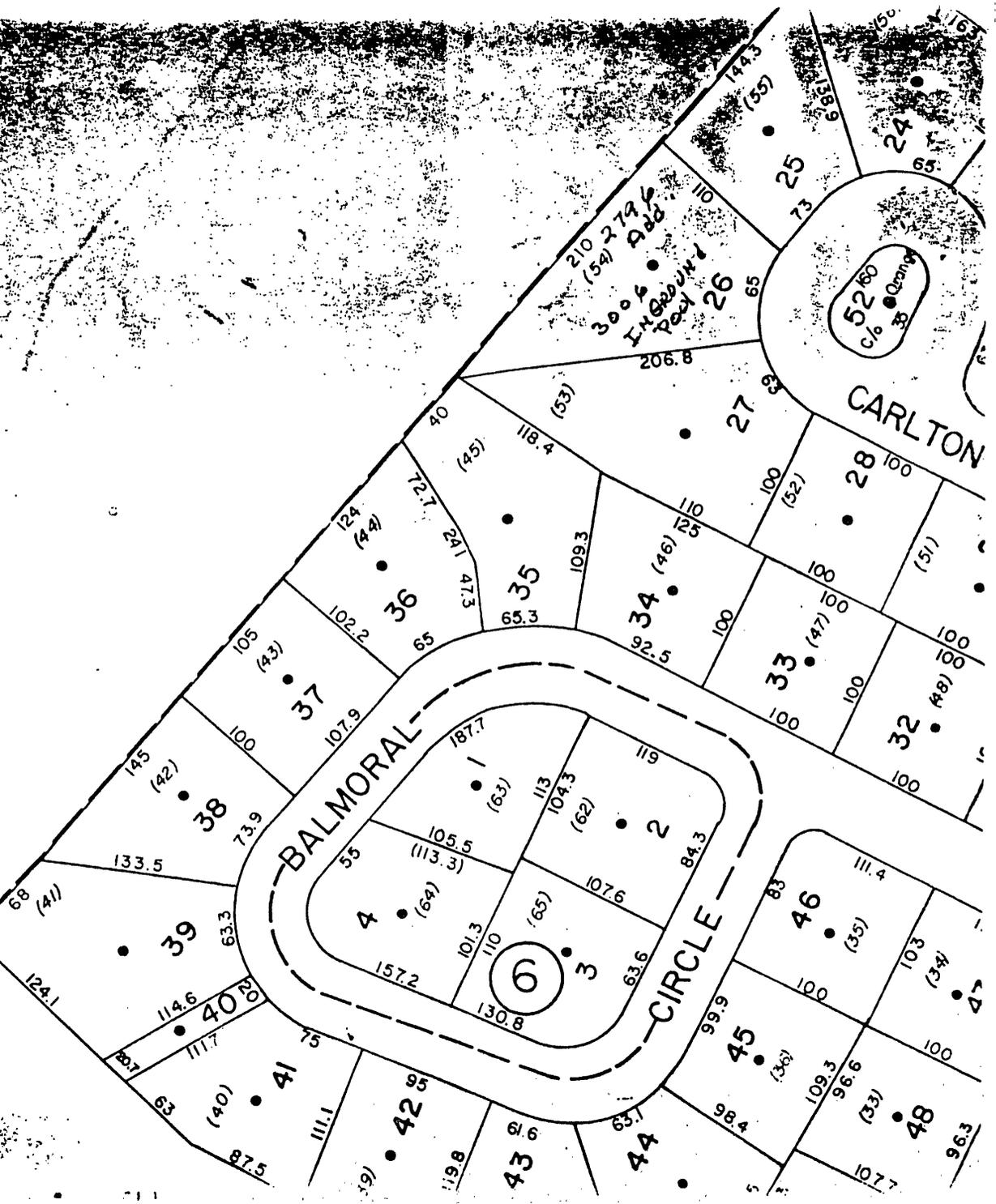
210 2796
(54) 2796
3006 Area
INGROUND
Pond

52.60
C/O Qung

BALMORAL

CIRCLE

CARLTON



PATTI BARSHART
565-~~8805~~ 8550

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date 5/12 19 87

To Edward Provanzani
510 Balmoral Circle
New Windsor, N.Y. 12550

PLEASE TAKE NOTICE that your application dated 5/12 19 87
for permit to Build Deck behind House R-4 Zone
at the premises located at 510 Balmoral Circle

is returned herewith and disapproved on the following grounds:

Need 40 Ft Rear - Have 18 Foot Meed
22 Ft
Have 26 Need 14'

John Fenegan
Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date 5/12, 1957

To Edward Provanzani
510 Balmoral Circle
New Windsor, N.Y. 12550

PLEASE TAKE NOTICE that your application dated 5/12, 1957
 for permit to Build Deck behind House R-4 Zone
 at the premises located at 510 Balmoral Circle

is returned herewith and disapproved on the following grounds:

Need 40 Ft Rear - Have 18 Foot
22 Ft
Have 26 need 14'

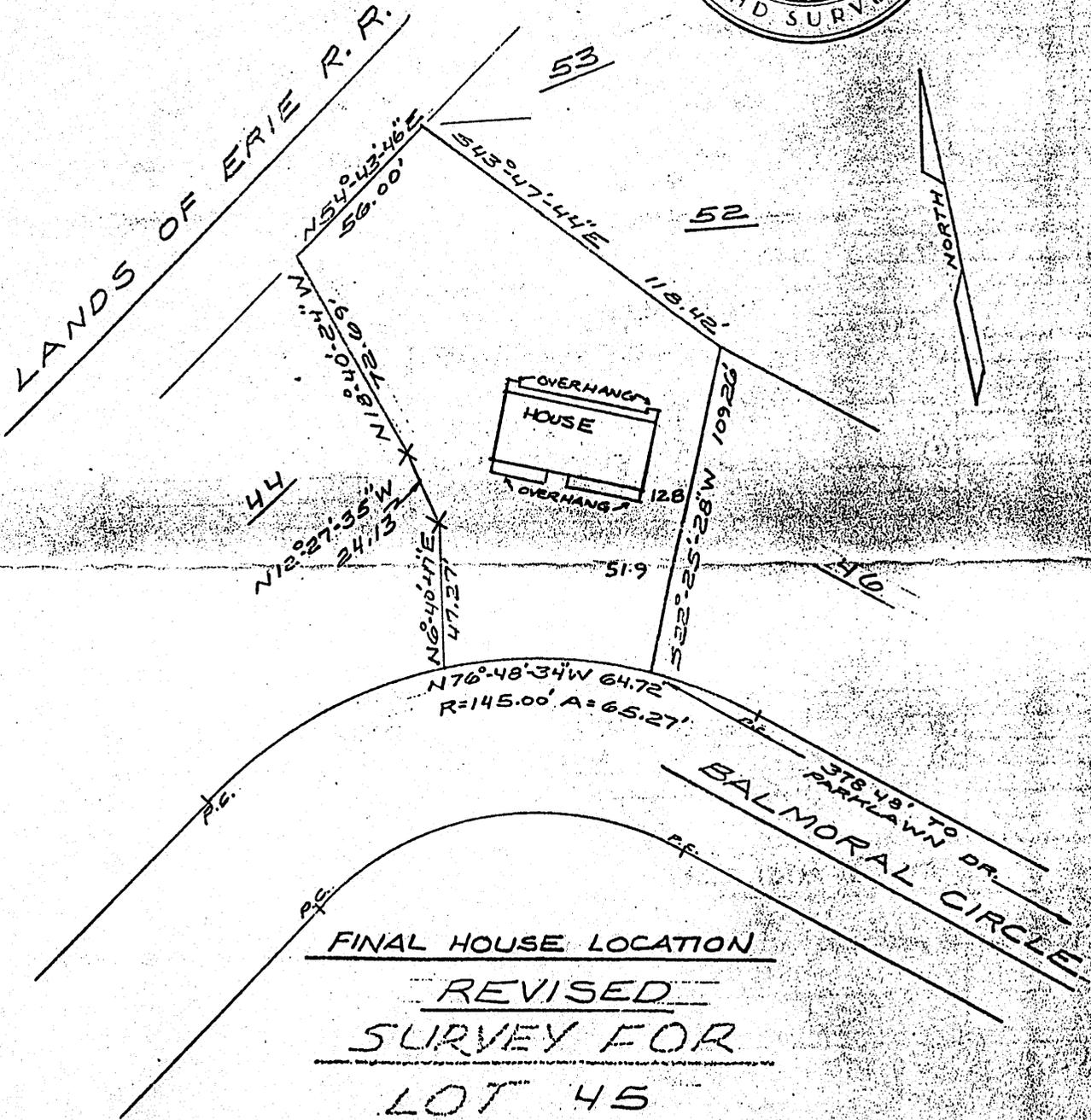
John Fenegan
 Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.	<u>1</u>	<u>1</u>
Reqd. Rear Yd.	<u>40 FT'</u>	<u>18'</u>
Reqd. Street Frontage*		<u>22'</u>
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage*	<u>%</u>	<u>%</u>
Floor Area Ratio**		<u>%</u>

* Residential Districts only
 ** Non-residential districts only

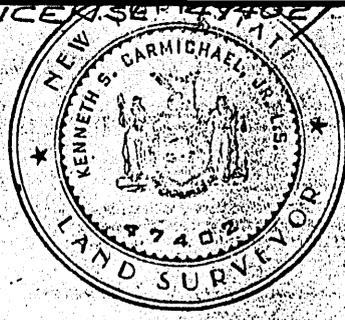
I HEREBY CERTIFY TO THE PROVIDENT SAVINGS AND
 LOAN ASSOCIATION OF HAVERSTRAW, NEW YORK AND
 THE AMERICAN TITLE INSURANCE COMPANY THAT
 THE HOUSE IS LOCATED ENTIRELY WITHIN THE BOUNDS
 OF THE LOT AS SHOWN.

James S. Carmichael L.S.
 N.Y.S. LICENSE # 47402

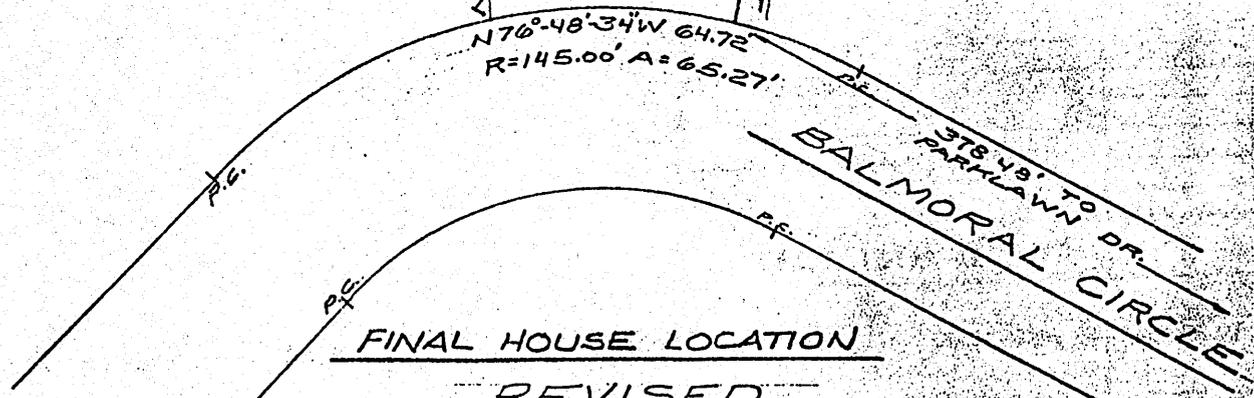
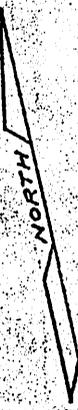
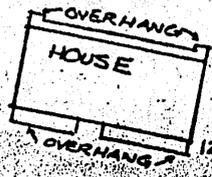
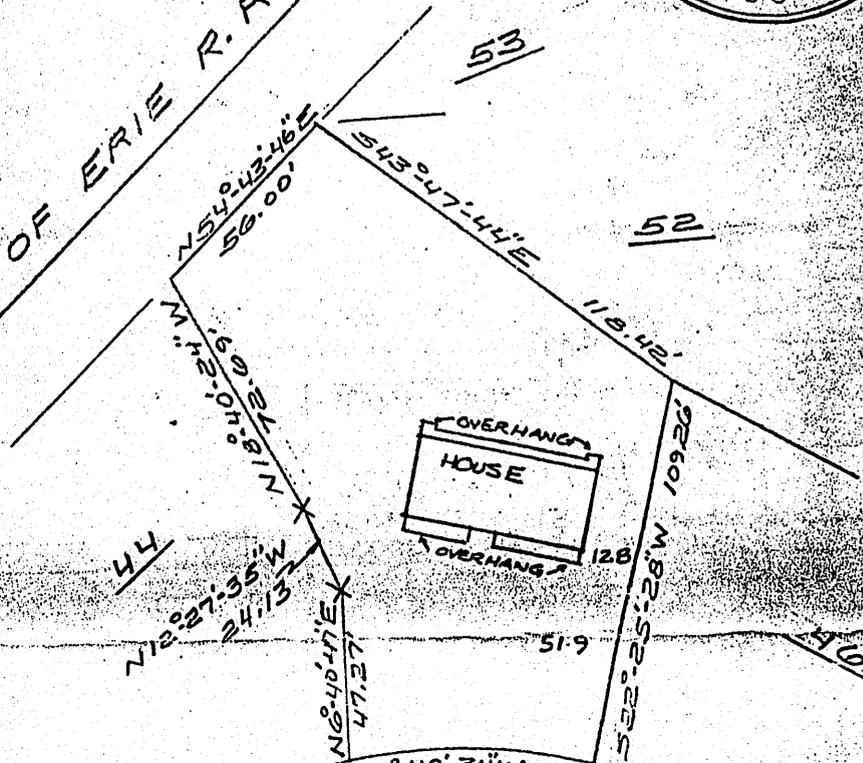


FINAL HOUSE LOCATION
REVISED
SURVEY FOR
LOT 45

PARKLAWN



LANDS OF ERIE R.R.



FINAL HOUSE LOCATION
REVISED
SURVEY FOR
LOT 45
PARKLAWN

TOWN OF NEW WINDSOR

COUNTY OF ORANGE

SCALE 1" = 50'

JANUARY 19, 1976

CUSTANIS E. HOROVITZ, P.E.
BOX 525, CIRCLEVILLE, N.Y. 12511

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD
TOWN BUILDING/ZONING INSPECTOR BABCOCK

FROM: ZONING BOARD OF APPEALS

SUBJECT: PUBLIC HEARINGS BEFORE THE ZBA - 8/10/87

DATE: August 3, 1987

Please be advised that the following public hearing will be heard before the Zoning Board of Appeals on the above date:

KOMANCHAK, BETSY & JOHN - AREA VARIANCE
PROVANZANA, EDWARD - AREA VARIANCE
PAZOGA, EUGENE - AREA VARIANCES
ZACCARO, JOSEPH - AREA VARIANCE
LE ROY, DANE - AREA VARIANCE

I have attached hereto copies of the pertinent application(s) together with public hearing notice(s) which were published in The Sentinel.

Patricia A. Barnhart, Secretary
Zoning Board of Appeals

/pab

Attachments

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 40

Request of Edward PROVANZADA

for a VARIANCE of

the regulations of the Zoning Local Law to

permit BUILDING AN ADDITION AND A DECK

with insufficient rear yard;

being a ~~VARIANCE~~ Variance of

Section 48-12 - Table of Bulk/Use Regs. Col. G.

for property situated as follows:

510 Balmoral Circle, New Windsor,

N.Y.

SAID HEARING will take place on the 10th day of
August, 1987., at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

Jack Babcock.
Chairman

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

87-40

Date: 6/26/87

I. ✓ Applicant Information:

- (a) EDWARD PROVANZANA 510 BALMORAL CIR. N.W. 562-7909
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- Use Variance Sign Variance
- Area Variance Special Permit

III. ✓ Property Information:

- (a) R-4 510 BALMORAL CIR. NEW WINDSOR 25-5-35
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? N/A.
- (c) Is a pending sale or lease subject to ZBA approval of this application? NO
- (d) When was property purchased by present owner? 1976
- (e) Has property been subdivided previously? NO When? -
- (f) Has property been subject of variance or special permit previously? NO When? -
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO

IV. Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____
- _____
- _____

(b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 25, Table of Use/Bulk Regs., Col. G.

48-12

Requirements	Proposed or Available	Variance Request
Min. Lot Area	_____	_____
Min. Lot Width	_____	_____
Reqd. Front Yd.	_____	_____
Reqd. Side Yd.	_____	_____
Reqd. Rear Yd.	<u>40</u>	<u>18</u>
Reqd. Street Frontage*	_____	<u>22</u>
Max. Bldg. Hgt.	_____	_____
Min. Floor Area*	_____	_____
Dev. Coverage* %	_____ %	_____ %
Floor Area Ratio**	_____	_____

* Residential Districts only
** Non-residential districts only

(b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

The addition is needed for family space and the deck is needed to replace an existing board deck.

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq. ft.	_____ sq. ft.	_____ sq. ft.

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Special Permit:

(a) Special Permit requested under New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the use and structures proposed for the special permit.

VIII. ✓ Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

The addition and deck will conform with
the original construction.

IX. ✓ Attachments required:

- _____ Copy of letter of referral from Bldg./Zoning Inspector.
- _____ Copy of tax map showing adjacent properties.
- _____ Copy of contract of sale, lease or franchise agreement.
- _____ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- _____ Copy(ies) of sign(s) with dimensions.
- _____ Check in the amount of \$ _____ payable to TOWN OF NEW WINDSOR.
- _____ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date June 30, 1987.

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

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Luca Horvath
(Applicant)

Sworn to before me this
___ day of _____, 19__.

XI. ZBA Action:

- (a) Public Hearing date _____.
- (b) Variance is _____.
Special Permit is _____.
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

914-561-3868

CONTRACT OF SALE

AGREEMENT, made and dated October , 1975 between PARKDALE ESTATES, INC., a domestic corporation, having an office at 125 Glendale Drive, New Windsor

EDWARD J. PROVANZANA, residing at 2277 East 47th Street, Brooklyn, New York 11234 ; hereinafter described as the purchaser.

Witnesseth:

1. That the seller agrees to sell and convey, or cause to be conveyed, and the purchaser agree to purchase all that lot or parcel of land with the buildings and improvements thereon, or to be constructed thereon, situate, lying and being in the Town of Town of New Windsor, County of Orange, State of New York and known and designated as Lot # 45, revised, in Block Parklawn, on a certain sub-division map entitled Parklawn which said map was filed in Book # of Maps, Page # in the Orange County Clerks Office Map # 2996.

2. The closing deed shall contain such a description of the premises as shall be accepted and/or approved by the lending institution or the title company insuring said lender.

3. The seller agrees to erect or complete on the above described premises a one-family residence, substantially in accordance with the requirements of the municipal authority having jurisdiction over the premises, and substantially similar to the model house located at Lot #33. Said home to be 48 foot bilevel, Amherst model with Mansard roof and front elevation similar to Lot #42.

(with changes, additions or deletions as per attached Rider)

4. All furniture, furnishings, electrical fixtures and equipment (excluding kitchen cabinets, range, oven, plumbing fixtures and heating plants) exhibited in the Model House, excepting those specifically set forth herein, are for exhibition purposes only and are not included in this sale. Included in the purchase price are: (a) a four burner range with built-in wall oven; (b) a gas fired hot water heating plant; (c) kitchen cabinets; (d) plumbing and heating plants and fixtures.

5. IT IS UNDERSTOOD AND AGREED that in the event the seller cannot procure certain materials advantageously as are contained in the Model House, to be included in the building to be erected hereunder, due to the United States Government defense program or due to shortages or inability to obtain such materials, the seller may substitute other materials in place thereof, and the purchaser agrees to accept same, provided the said substitutions will be accepted by the lending institution and the local municipal authorities, and provided further that same are reasonable substitutions of equal or better quality.

6. The price is FORTY-ONE THOUSAND ONE HUNDRED TEN and 00/100 (\$ 41,110.00) Dollars, payable as follows:

FOUR THOUSAND and 00/100 (\$ 4,000.00) Dollars on the signing of

this contract by check subject to collection, the receipt whereof is hereby acknowledged;

FOUR THOUSAND ONE HUNDRED TEN and (\$ 4,110.00) Dollars in cash, certified 00/100 or bank check or the proceeds of the mortgage loan on the delivery of the deed as hereinafter provided.

7. Of the balance of the purchase price, the purchaser shall pay

THIRTY-THREE THOUSAND and 00/100 (\$ 33,000.00) Dollars by the purchaser

executing his bond and purchase money mortgage or extension and assumption agreement in said amount to a lending institution (the proceeds of which are to be immediately turned over to the seller) which mortgage (and the bond) or extension agreement shall be on the form or forms used by the lending institution and shall bear interest at the rate of 8 1/2 % per annum, and which mortgage is to run for a term of thirty years, and is to be paid in monthly installments of interest and principal including tax and fire insurance deposits in accordance with the usual terms of said bonds and mortgages or extension agreements. The disbursements incurred in placing and closing said mortgage shall be borne by the purchaser for which the purchaser shall pay to the seller the sum of -0- at the closing of title, to cover the title examination and mortgage policy of title insurance to the favor of the lending institution, mortgage tax, mortgage recording fees, fees to the attorney for the lending institution, credit report, survey and any and all other fees, costs or charges in connection with said mortgage. These fees are to be paid to said seller, to either disburse to their proper sources or reimburse the seller for such disbursements previously expended, whichever is required under the circumstances. The disbursements referred to hereinabove do not include any sum which may be required by the lending institution as an escrow deposit towards the payments of future taxes and/or insurance and the recording of the Deed, and the purchaser's fee title policy. Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that the mortgage shall close at the rate of interest specified by the lending institution. Such rate shall not exceed the rate of interest specified by the lending institution.

EDWARD J. PROVANZANA

, residing at

2277 East 47th Street, Brooklyn, New York 11234 ; hereinafter described as the purchaser.

Witnesseth:

1. That the seller agrees to sell and convey, or cause to be conveyed, and the purchaser agree to purchase all that lot or parcel of land with the buildings and improvements thereon, or to be constructed thereon, situate, lying and being in the Town of **Town of New Windsor**, County of Orange, State of New York and known and designated as Lot # **45, revised**, in Block **Parklawn**, on a certain sub-division map entitled **Parklawn** which said map was filed in Book # **2996** of Maps, Page # **2996** in the Orange County Clerks Office Map # **2996**.

2. The closing deed shall contain such a description of the premises as shall be accepted and/or approved by the lending institution or the title company insuring said lender.

3. The seller agrees to erect or complete on the above described premises a one-family residence, substantially in accordance with the requirements of the municipal authority having jurisdiction over the premises, and substantially similar to the model house located at Lot #33. Said home to be 48 foot bilevel, Amherst model with Mansard roof and front elevation similar to Lot #42.

(with changes, additions or deletions as per attached Rider)

4. All furniture, furnishings, electrical fixtures and equipment (excluding kitchen cabinets, range, oven, plumbing fixtures and heating plants) exhibited in the Model House, excepting those specifically set forth herein, are for exhibition purposes only and are not included in this sale. Included in the purchase price are: (a) a four burner range with built-in wall oven; (b) a gas fired hot water heating plant; (c) kitchen cabinets; (d) plumbing and heating plants and fixtures.

5. IT IS UNDERSTOOD AND AGREED that in the event the seller cannot procure certain materials advantageously as are contained in the Model House, to be included in the building to be erected hereunder, due to the United States Government defense program or due to shortages or inability to obtain such materials, the seller may substitute other materials in place thereof, and the purchaser agrees to accept same, provided the said substitutions will be accepted by the lending institution and the local municipal authorities, and provided further that same are reasonable substitutions of equal or better quality.

6. The price is **FORTY-ONE THOUSAND ONE HUNDRED TEN and 00/100** (\$ **41,110.00**) Dollars, payable as follows:

FOUR THOUSAND and 00/100 (\$ **4,000.00**) Dollars on the signing of

this contract by check subject to collection, the receipt whereof is hereby acknowledged;

FOUR THOUSAND ONE HUNDRED TEN and 00/100 (\$ **4,110.00**) Dollars in cash, certified

or bank check or the proceeds of the mortgage loan on the delivery of the deed as hereinafter provided.

7. Of the balance of the purchase price, the purchaser shall pay

THIRTY-THREE THOUSAND and 00/100 (\$ **33,000.00**) Dollars by the purchaser

executing his bond and purchase money mortgage or extension and assumption agreement in said amount to a lending institution (the proceeds of which are to be immediately turned over to the seller) which mortgage (and the bond) or extension agreement shall be on the form or forms used by the lending institution and shall bear interest at the rate of **8 1/2** % per annum, and which mortgage is to run for a term of **thirty** years, and is to be paid in monthly installments of interest and principal including tax and fire insurance deposits in accordance with the usual terms of said bonds and mortgages or extension agreements. The disbursements incurred in placing and closing said mortgage shall be borne by the purchaser for which the purchaser shall pay to the seller the sum of **-0-** at the closing of title, to cover the title examination and mortgage policy of title insurance to the favor of the lending institution, mortgage tax, mortgage recording fees, fees to the attorney for the lending institution, credit report, survey and any and all other fees, costs or charges in connection with said mortgage. These fees are to be paid to said seller, to either disburse to their proper sources or reimburse the seller for such disbursements previously expended, whichever is required under the circumstances. The disbursements referred to hereinabove do not include any sum which may be required by the lending institution as an escrow deposit towards the payments of future taxes and/or insurance and the recording of the Deed, and the purchaser's fee title policy. Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that the mortgage shall close at the rate of interest specified by the lending institution. Such rate shall not exceed the legal rate of interest permitted by law at the time of closing.

8. The purchaser agrees to forthwith file with a lending institution of seller's selection a statement of his credit and/or financial ability upon the form or forms required by the lending institution and such verifications of bank accounts and employment or any other instruments or information as may be required by said lending institution. It is understood and agreed by and between the parties hereto that should for any reason, after due diligence, honesty and cooperation of the purchaser, the lending institution reject the purchaser's application because of his credit and/or financial responsibility, or otherwise, then the seller, at its option, may elect to take back as a part of the purchase price, the purchaser's Bond and Purchase Money Mortgage or Extension and Assumption Agreement, in the same amount and under the same terms and conditions as hereinabove set forth; provided, however, that in the event the lending institution reject the purchaser's application and the seller not elect to take back the purchaser's Bond and Purchase Money Mortgage or Extension and Assumption Agreement, then this Contract shall become null and void upon notice to purchaser thereof and upon the seller's returning to the purchaser the monies paid in connection with this Contract.

9. The purchaser represents that these premises are to be purchased for his own residence and for no other reason and that this contract is not assignable without the written consent of the seller.

10. Said premises are sold subject to:

(a) Such state of facts as an accurate survey and personal inspection of the premises may disclose, provided the same do not prohibit the maintenance and use of the structure erected or intended to be erected pursuant to this contract, together with normal appurtenances.

(b) Easements, covenants, agreements and restrictions of record, if any, provided the same do not prohibit the maintenance and use of the structure erected or intended to be erected pursuant to this contract, together with normal appurtenances.

(c) Zoning ordinances, restrictions and regulations of the municipal authority having jurisdiction over the premises in effect now or as of the date of closing of title; seller represents that the premises erected or intended to be erected are not and will not be in violation thereof.

(d) Sewer agreements and easements for the maintenance of public utilities, if any.

(e) Easements for drainage purposes as shown on the subdivision plan aforesaid, if any.

(f) If utility and/or drainage easements are not shown on the subdivision plan aforesaid or are not now on record, the same may be given and recorded at any time prior or subsequent to the delivery of the deed herein and such deed shall be deemed subject thereto, provided, however, that such easement shall be situate within ten (10) feet of any boundary line of the premises; this provision shall survive the delivery of the deed, and the purchaser agrees to execute any instruments necessary for recording purposes to effectuate the same.

(g) Should any Franchise Tax affecting the grantor corporation be unpaid, the same shall not be deemed an objection to title, provided the seller will deposit with the title company insuring the mortgage loan to the lending institution a reasonable sum of money to cover the payment of such Franchise Tax, and provided, further, that the title company will affirmatively insure against the collection of any such Franchise Tax from the subject premises.

(h) Protective covenants which may be imposed by the seller in the deed conveying title to the Purchasers.

11. Said premises are sold together with an easement for ingress and egress over the streets as shown on the aforesaid map to the nearest public highway but reserving nevertheless unto the seller, its successors and assigns, the fee thereto and all franchise rights therein and the right of dedication of said streets on said map to the proper governmental agency for street purposes at which time said easement shall terminate. In the event streets are not dedicated at time of closing, seller will provide necessary ingress and egress to a public road until said streets are dedicated. This paragraph shall survive delivery of the deed.

12. The purchaser for himself, and for his heirs successors and assigns, does hereby covenant and agree that for the period of three years after the closing of title hereunder, or until the builder has conveyed title to all houses in the subdivision, whichever is sooner, he shall not place any sign or signs upon any part of said premises advertising the same for sale, for rent, or lease, or for any other purpose, without first obtaining the written consent of the seller. This provision shall not apply to the usual professional, address and/or name signs. This paragraph shall survive the closing of title and delivery of the deed and may be included therein.

13. If, for any reason, whatsoever, other than willfully, the seller shall default in the performance of this agreement, or shall be unable to deliver title in accordance with the provisions hereof, it is agreed that the seller's liability shall be limited to the return of all payments made by the purchaser to the seller together with the net bulk rate cost of title examination without title insurance as actually charged to purchasers by the title company which is engaged in making a search of the premises for the lending institution and upon the returning of said sum, this contract shall cease and terminate without further liability on the part of either party.

14. The seller may remove from the premises hereinabove described any excess top soil which the seller stored upon the premises and the purchasers herewith grant permission to the seller to remove such topsoil provided, however, that the seller may not remove from said premises any topsoil which was originally on said premises and, provided, however, that said topsoil is removed not later than the completion of the landscaping pursuant to paragraph 27 of the contract herein. This paragraph shall survive the delivery of the Deed.

15. (a) Seller represents that there are no pending assessments for public improvements and that there will be no future assessments for public improvements now in place or now required to be installed by the seller, such as roads and drainage facilities.

(b) Seller further represents that there is on file with the Clerk of the Municipality a Performance Bond guaranteeing installation of the public improvements as shown and required on the aforesaid sub-division map.

16. The purchaser agrees that all terms and provisions of this contract are and shall be subject and subordinate to the lien of any building loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon, and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by the purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of the lender's rights to make advances before they become due in accordance with the schedule of payments.

17. The following are to be apportioned:

(a) Insurance premiums on existing policies, except liability and compensation insurance.

(b) Taxes. If the closing of title shall occur before the new tax bills are issued, the apportionment of the taxes shall be on the basis of the tax bills for the next preceding year. The taxes shall be adjusted in accordance with the provisions of the Oregon County Bond Act.

premises in effect now or as of the date of closing of title; seller represents that the premises erected or intended to be erected are not and will not be in violation thereof.

(d) Sewer agreements and easements for the maintenance of public utilities, if any.

(e) Easements for drainage purposes as shown on the subdivision plan aforesaid, if any.

(f) If utility and/or drainage easements are not shown on the subdivision plan aforesaid or are not now on record, the same may be given and recorded at any time prior or subsequent to the delivery of the deed herein and such deed shall be deemed subject thereto, provided, however, that such easement shall be situate within ten (10) feet of any boundary line of the premises; this provision shall survive the delivery of the deed, and the purchaser agrees to execute any instruments necessary for recording purposes to effectuate the same.

(g) Should any Franchise Tax affecting the grantor corporation be unpaid, the same shall not be deemed an objection to title, provided the seller will deposit with the title company insuring the mortgage loan to the lending institution a reasonable sum of money to cover the payment of such Franchise Tax, and provided, further, that the title company will affirmatively insure against the collection of any such Franchise Tax from the subject premises.

(h) Protective covenants which may be imposed by the seller in the deed conveying title to the Purchasers.

11. Said premises are sold together with an easement for ingress and egress over the streets as shown on the aforesaid map to the nearest public highway but reserving nevertheless unto the seller, its successors and assigns, the fee thereto and all franchise rights therein and the right of dedication of said streets on said map to the proper governmental agency for street purposes at which time said easement shall terminate. In the event streets are not dedicated at time of closing, seller will provide necessary ingress and egress to a public road until said streets are dedicated. This paragraph shall survive delivery of the deed.

12. The purchaser for himself, and for his heirs successors and assigns, does hereby covenant and agree that for the period of three years after the closing of title hereunder, or until the builder has conveyed title to all houses in the subdivision, whichever is sooner, he shall not place any sign or signs upon any part of said premises advertising the same for sale, for rent, or lease, or for any other purpose, without first obtaining the written consent of the seller. This provision shall not apply to the usual professional, address and/or name signs. This paragraph shall survive the closing of title and delivery of the deed and may be included therein.

13. If, for any reason, whatsoever, other than willfully, the seller shall default in the performance of this agreement, or shall be unable to deliver title in accordance with the provisions hereof, it is agreed that the seller's liability shall be limited to the return of all payments made by the purchaser to the seller together with the net bulk rate cost of title examination without title insurance as actually charged to purchasers by the title company which is engaged in making a search of the premises for the lending institution and upon the returning of said sum, this contract shall cease and terminate without further liability on the part of either party.

14. The seller may remove from the premises hereinabove described any excess top soil which the seller stored upon the premises and the purchasers herewith grant permission to the seller to remove such topsoil provided, however, that the seller may not remove from said premises any topsoil which was originally on said premises and, provided, however, that said topsoil is removed not later than the completion of the landscaping pursuant to paragraph 27 of the contract herein. This paragraph shall survive the delivery of the Deed.

15. (a) Seller represents that there are no pending assessments for public improvements and that there will be no future assessments for public improvements now in place or now required to be installed by the seller, such as roads and drainage facilities.

(b) Seller further represents that there is on file with the Clerk of the Municipality a Performance Bond guaranteeing installation of the public improvements as shown and required on the aforesaid sub-division map.

16. The purchaser agrees that all terms and provisions of this contract are and shall be subject and subordinate to the lien of any building loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon, and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by the purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of the lender's rights to make advances before they become due in accordance with the schedule of payments.

17. The following are to be apportioned:

(a) Insurance premiums on existing policies, except liability and compensation insurance.

(b) Taxes. If the closing of title shall occur before the new tax bills are issued, the apportionment of the taxes shall be on the basis of the tax bills for the next preceding year. The taxes shall be adjusted in accordance with the resolution of the Orange County Bar Association.

18. All notes or notices of violation of law or municipal ordinances, orders or requirements noted in or issued by the Department of Housing and Buildings, Fire Department, Labor Department, Health Department, or other State or Municipal Departments having jurisdiction against or affecting the premises at the date of closing of title, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.

19. The deed shall be a Bargain and Sale Deed with Covenants against Grantor's Acts, in proper statutory short form for recording and shall contain the covenant required by Section 13, Subdivision 5 of the Lien Law, and shall be duly executed and acknowledged by the seller. Said deed shall convey to the purchaser such title of fee simple of the said premises, free of all encumbrances except as herein stated as the title company insuring the mortgage loan to the lending institution will approve and insure, except for the standard title company exceptions.

20. The parties agree that the seller may pay and discharge any liens and encumbrances not provided for in this contract out of the monies to be paid by the purchaser on the closing of title.

21. All sums paid on account of this contract are hereby made liens thereon, but such liens shall not continue after default by the purchaser under this contract, or the closing of title as herein provided.

22. The risk of loss or damage to said premises by fire or any other cause until the delivery of the deed is assumed by the seller.

23. The deed shall be delivered upon receipt of said payments at the office of the seller's attorneys, or at the office designated by the lending institution, at a date and time to be designated by the seller which closing date shall be on or about **January 29, 1976.**

24. The purchaser agrees to accept title on five days' written notice from the seller's attorney to the purchaser or the purchaser's attorney. This paragraph shall not be deemed to modify Paragraph 23.

25. (a) The parties represent that no broker brought about this sale and the purchaser agrees that, should any claim be made for broker's commission by, through, or on account of any acts of the purchaser or his representatives, the purchaser will hold the seller free and harmless from any and all liabilities and expenses in connection therewith. The provisions of this paragraph shall survive the delivery of the deed.

(b) The parties agree that **no broker** brought about this sale and that the said broker's commissions shall be paid by the seller in accordance with separate agreement in writing.

26. Purchaser shall not enter into occupancy of the premises or move personalty into same prior to the closing of title without written consent from seller, and a breach of this covenant shall constitute a default of this contract by the purchaser without further act on the part of or notice from the seller and the seller shall have the right to summary proceedings and all other equitable remedies at law for immediate eviction of purchaser from the premises, and the purchaser hereby waives any and all defenses to such action.

27. No part of the premises shall be sodded. The entire front yard, both side yards and the rear yard to a distance of twenty-five feet beyond the rear line of the dwelling shall be finish-graded and seeded; if the seller shall have disturbed the natural state of the remainder of the premises, the disturbed portion shall be rough-graded to conform to topographical conditions, in the seller's discretion. The seller shall comply with the applicable municipal ordinance relating to top soil. The seller reserves the right to determine elevation of foundation and streets to conform with topographical conditions and to reverse (left to right or vice-versa) the plan layout of the model house and to determine the location of the house on the plot.

28. The Seller guarantees the basement against leakage or seepage, except condensation, caused by other than a violent Act of God or by the purchaser for a period of one year following the date of closing of title or until the purchaser is no longer in title, whichever occurs sooner, it being understood and agreed that this shall be deemed as a guarantee against standing water resulting from any leakage or seepage; provided, however, that said guarantee shall become null and void in the event that the purchaser shall in any way disturb the ground around any foundation wall of the dwelling, or in any way change the grade of the land established by the seller; the responsibility of the seller under this guarantee shall be to service and remedy the condition within a reasonable time after written notice thereof, delivered or mailed to the seller via registered mail with return receipt requested. The seller will deliver to the purchaser at the time of closing of title, a guarantee for a period of one year from the date of closing of title or until the purchaser is no longer in title, whichever occurs sooner, guaranteeing the heating, plumbing and roofing in the dwelling from defect caused by other than a violent Act of God or from an act of the purchaser. The extent of the seller's guarantee hereunder is limited to the repair of the defect or defective condition against which the within guarantee is being given, within a reasonable time after written notice thereof delivered or mailed to the seller by registered mail, return receipt requested. The seller represents that the guarantee covering the heating system will guarantee that same will heat the interior of the dwelling to 70°F. when the exterior temperature is 0°F. provided the wind velocity does not exceed 15 m.p.h. This entire paragraph shall survive the delivery of the deed.

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29. Within ten (10) days after notification by the seller, the purchaser will select the colors of the interior painting from color charts displayed by the seller to the purchaser for the painting of the interior sheetrocked walls except the garage and unfinished utility room with two coats of paint. The purchaser shall also select, on ten (10) days' notice, as aforesaid, the color of the exterior (cedar) (asbestos) shingles, color of tile for bathroom, color of fixtures for bathroom, color of inlaid linoleum or tile for kitchen, (and recreation room) and (den) from samples or brochures exhibited by seller to the purchaser.

30. Changes, additions or extras ordered after contract signing shall be in writing and paid for at the time of ordering. Such changes or additions shall not be binding upon the seller until accepted in writing. In addition, any such orders for extras made after two weeks from the date hereof and any change in color selection made at any time will not be considered by seller unless such order or change is sent in writing to seller together with a check for \$20 plus any other amount required under this agreement.

31. In the event the seller does not perform the work herein set forth as extras or ordered by the purchaser as per paragraph 30, and the seller does not include such work in the closing letter referred to in paragraph 43 the liability of the seller shall be limited to a refund or credit, as the case may be, of the amount charged, if any, for the said incompleated work. If no additional charge was to be made for such work and it is not performed, the purchaser shall not be entitled to a refund or credit and the seller shall not be liable in any way for the nonperformance thereof.

32. In the event of any legal proceedings or litigation between the parties hereto, arising out of this contract or the sale of the within premises, each of the parties hereto hereby waives the right to a trial by jury in such legal proceedings or litigation and agrees the jurisdiction for such proceedings or litigation shall be Rockland County. This provision shall survive the closing of title and shall apply to any and all agreements and transactions arising before or after the closing of title.

the purchaser's attorney. This paragraph shall not be deemed to modify Paragraph 23.

25. (a) The parties represent that no broker brought about this sale and the purchaser agrees that, should any claim be made for broker's commission by, through, or on account of any acts of the purchaser or his representatives, the purchaser will hold the seller free and harmless from any and all liabilities and expenses in connection therewith. The provisions of this paragraph shall survive the delivery of the deed.

(b) The parties agree that **no broker** brought about this sale and that the said broker's commissions shall be paid by the seller in accordance with separate agreement in writing.

26. Purchaser shall not enter into occupancy of the premises or move personalty into same prior to the closing of title without written consent from seller, and a breach of this covenant shall constitute a default of this contract by the purchaser without further act on the part of or notice from the seller and the seller shall have the right to summary proceedings and all other equitable remedies at law for immediate eviction of purchaser from the premises, and the purchaser hereby waives any and all defenses to such action.

27. No part of the premises shall be sodded. The entire front yard, both side yards and the rear yard to a distance of twenty-five feet beyond the rear line of the dwelling shall be finish-graded and seeded; if the seller shall have disturbed the natural state of the remainder of the premises, the disturbed portion shall be rough-graded to conform to topographical conditions, in the seller's discretion. The seller shall comply with the applicable municipal ordinance relating to top soil. The seller reserves the right to determine elevation of foundation and streets to conform with topographical conditions and to reverse (left to right or vice-versa) the plan layout of the model house and to determine the location of the house on the plot.

28. The Seller guarantees the basement against leakage or seepage, except condensation, caused by other than a violent Act of God or by the purchaser for a period of one year following the date of closing of title or until the purchaser is no longer in title, whichever occurs sooner, it being understood and agreed that this shall be deemed as a guarantee against standing water resulting from any leakage or seepage; provided, however, that said guarantee shall become null and void in the event that the purchaser shall in any way disturb the ground around any foundation wall of the dwelling, or in any way change the grade of the land established by the seller; the responsibility of the seller under this guarantee shall be to service and remedy the condition within a reasonable time after written notice thereof, delivered or mailed to the seller via registered mail with return receipt requested. The seller will deliver to the purchaser at the time of closing of title, a guarantee for a period of one year from the date of closing of title or until the purchaser is no longer in title, whichever occurs sooner, guaranteeing the heating, plumbing and roofing in the dwelling from defect caused by other than a violent Act of God or from an act of the purchaser. The extent of the seller's guarantee hereunder is limited to the repair of the defect or defective condition against which the within guarantee is being given, within a reasonable time after written notice thereof delivered or mailed to the seller by registered mail, return receipt requested. The seller represents that the guarantee covering the heating system will guarantee that same will heat the interior of the dwelling to 70°F. when the exterior temperature is 0°F. provided the wind velocity does not exceed 15 m.p.h. This entire paragraph shall survive the delivery of the deed.

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29. Within ten (10) days after notification by the seller, the purchaser will select the colors of the interior painting from color charts displayed by the seller to the purchaser for the painting of the interior sheetrocked walls except the garage and unfinished utility room with two coats of paint. The purchaser shall also select, on ten (10) days' notice, as aforesaid, the color of the exterior (cedar) (asbestos) shingles, color of tile for bathroom, color of fixtures for bathroom, color of inlaid linoleum or tile for kitchen, (and recreation room) and (den) from samples or brochures exhibited by seller to the purchaser.

30. Changes, additions or extras ordered after contract signing shall be in writing and paid for at the time of ordering. Such changes or additions shall not be binding upon the seller until accepted in writing. In addition, any such orders for extras made after two weeks from the date hereof and any change in color selection made at any time will not be considered by seller unless such order or change is sent in writing to seller together with a check for \$20 plus any other amount required under this agreement.

31. In the event the seller does not perform the work herein set forth as extras or ordered by the purchaser as per paragraph 30, and the seller does not include such work in the closing letter referred to in paragraph 43 the liability of the seller shall be limited to a refund or credit, as the case may be, of the amount charged, if any, for the said incompleting work. If no additional charge was to be made for such work and it is not performed, the purchaser shall not be entitled to a refund or credit and the seller shall not be liable in any way for the nonperformance thereof.

32. In the event of any legal proceedings or litigation between the parties hereto, arising out of this contract or the sale of the within premises, each of the parties hereto hereby waives the right to a trial by jury in such legal proceedings or litigation and agrees the jurisdiction for such proceedings or litigation shall be Rockland County. This provision shall survive the closing of title and shall apply to any and all agreements and transactions arising before or after the closing of title, out of this contract.

33. IT IS UNDERSTOOD AND AGREED that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this contract, made by the other. The purchaser has inspected the model house and is thoroughly acquainted with its condition.

34. Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that this contract is a single, indivisible contract and that the delivery to and acceptance of the deed by the purchaser, shall be deemed and considered as full compliance by the seller of all of the terms of this contract, and as a release by the purchaser of any and all rights, obligations, claims, or causes of action against the seller. The purchaser further agrees that none of the terms of this contract, except those provisions which this contract expressly states, shall survive such delivery, nor any promise, representation, agreement of obligation on the part of the seller, its agents, employees or representatives, shall survive the delivery and acceptance of the deed, unless such promise, representation, agreement or obligation express or implied is fully set forth in writing, and signed by the seller and unless such writing expressly states that the same shall survive the delivery and acceptance of the deed.

35. In the event of a willful default on the part of the purchaser in the performance of this contract or upon the purchaser's willful failure to take title as herein provided, this contract shall be deemed to be automatically cancelled without any further act on the part of the seller, and the purchaser agrees that the amount or amounts paid by the purchaser to the seller may be retained by the seller as liquidated damages.

36. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties. This agreement cannot be changed or modified orally. Any change in or modification of this Agreement must be in writing and signed by the parties thereto.

37. It is understood and agreed that during the course of construction of these premises, the Purchasers shall not enter same without the consent of the Seller or in the absence of a duly authorized representative of the Seller.

38. The Seller agrees to remove all dead trees in the area to be seeded, as set forth in Paragraph 27 herein, but reserves the right to remove only such other trees as Seller deems fit in connection with the installation of the improvements of the property and the construction of the residence thereon.

39. The Seller will deliver, at the closing, any warranties or guarantees received by it from the manufacturers of the appliances and equipment installed in the premises; and guarantees received by it from sub-contractors with respect to the guarantees contained in Paragraph 28 of this contract. With respect to the said Paragraph 28 of this contract, it is understood that the Seller shall not be liable for any consequential damages and that in the absence of guarantees of sub-contractors, the Seller shall honor said guarantees, its obligation surviving delivery of the deed.

40. Any extra items ordered by the Purchaser, other than those contained in the contract, any changes in selections and any changes in construction, shall not be binding upon the Seller until Seller has acknowledged same in writing to the Purchaser, after Purchaser has requested same in writing signed by the Purchaser.

41. The Seller shall deliver, and the Purchasers shall accept, such marketable title as the lending institution's title company will approve and insure. Any objection to the title, that may be cured by the payment of a sum of money, shall not be grounds for Purchaser's rejection of title, providing the Seller agrees to deposit a sufficient sum of money with the lender's title company for the purpose of curing such defect and said title company omits such exception to title. It is understood that the Seller shall not be required to bring any action or proceeding, or to incur any expense to render its title marketable, and the sole liability of the Seller in such event shall be as set forth in Paragraph 13 herein.

42. At the closing of title the Seller will deliver a Certificate of Occupancy and a Certificate of the Board of Fire Underwriters or proof of the issuance thereof. In the event that the dwelling, or its environs, shall not be fully completed at the time set by the Seller for closing of title, the same shall not constitute an objection to such title closing, provided the lending institution shall issue an Inspection Report and an escrow fund be deposited by the Seller with the lending institution if required under said report. It is understood, however, that the lending institution is not an agent or trustee for the Purchasers or the Seller with regard to the completion of any items, and any escrow held or required by said lending institution is solely for their own protection. The purchasers acknowledge that they have no right, title, or interest in the escrow, if any, held by the lending institution for items not completed at the time of closing.

43. No moneys will be held in escrow at the time of closing other than as may be required by the lending institution. The Seller will furnish to the Purchaser, at the time of closing, a letter agreeing to complete within a reasonable time after closing, weather permitting, any items which may be incomplete at the time of closing. In this regard, the Purchasers shall make an appointment with the Seller to jointly inspect the premises within 48 hours prior to closing and to draw up a mutually agreeable list of such incomplete items, and to incorporate same into the survival letter which both parties shall sign. No items shall thereafter be added to such survival letter, whether at time of closing, or subsequent thereto, and Seller shall not be required or expected to recognize any claim for incomplete work unless same be included in the survival letter.

44. If the closing of title is adjourned, at the request of the Purchasers, from the original date set by the Seller, as provided herein, the Purchasers shall pay interest on the balance of the purchase price, at the same rate of interest contained in the mortgage to be obtained, but in no event to be less than 6% per annum, from the original date set for the closing to the actual date of closing, adjusted on a per diem basis. In addition, it is understood and agreed, that in such event, adjustments for taxes and insurance will be made as of the original date set for the closing, in addition to the interest charge set forth herein.

45. The Purchasers expressly agree that subsequent to the closing of title and delivery of the deed, the Seller may nevertheless enter upon the premises conveyed for the purpose of gaining access to other premises for the purpose of complying with any requirements or regulations of the lending institution, the V.A., the F.H.A. or any governmental authority having jurisdiction. This clause shall survive delivery of the deed and shall endure until six (6) months after the last house is sold at which time the same shall cease and come to an end so far as the within premises alone are concerned. In the event the Seller is required to enter upon the premises it shall, at its own cost an expense, upon completion of the work then occasioned, restore the premises to the same condition existing at the time when such entry is made.

46. In the event the downpayment herein is held in escrow pursuant to State, Town or other local statute, law, regulation or ordinance, it is understood and agreed that should such statute, law, regulation or ordinance be repealed, or set aside by a court of competent jurisdiction, the escrow agent is authorized, directed and permitted to deliver and transfer said contract deposit directly to the Seller without further authorization by the parties hereto.

If two or more persons constitute either the seller or the purchaser the word "seller" or the word "purchaser" shall be construed as if it reads "sellers" or "purchasers" whenever the sense of this agreement so requires.

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If two or more persons constitute either the seller or the purchaser the word "seller" or the word "purchaser" shall be construed as if it reads "sellers" or "purchasers" whenever the sense of this agreement so requires.

WITNESS the signatures and seals of the above parties.

PARKDALE ESTATES, INC.

By N. M. Silberberg
N. M. Silberberg Sec. Seller

Edward J. Provanzana
Edward J. Provanzana Purchaser

Purchaser